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

INTERLOCAL PROJECT AGREEMENT ANIMAL SERVICES – "HUNTING FOR HOMES"

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**

- A. This Project Agreement is entered into pursuant to each Primary Interlocal Agreement ("Primary Agreement") previously agreed to by County and the City of Sugar Land, the City of Rosenberg, the City of Missouri City, and the City of Stafford, respectively., The terms of each Primary Agreement are incorporated into this Project Agreement by reference for all purposes as if they were set forth herein word for word with respect to the applicable parties.
- B. County, by and through its Commissioners Court, hereby affirmatively finds that Fort Bend County will receive a benefit as the result of this Project.
- C. County, by and through its Commissioners Court, hereby affirmatively finds that the Project serves a public purpose.
- D. County, by and through its Commissioners Court, hereby affirmatively finds that County is specifically authorized by law to individually and independently participate in the Project on its own.
- E. Cities, by and through their City Council(s), hereby affirmatively find that Cities will receive a benefit as the result of this Project.
- F. Cities, by and through their City Council(s), hereby affirmatively find that Cities are specifically authorized by law to individually and independently participate in the Project.
- G. 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.

- H. County and Cities affirmatively find that the performance of this Agreement is in the common interest of all 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.
- I. 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 100 dogs and cats from County and Cities' animal shelters, to be held on November 2, 2013, at the Fort Bend County Fairgrounds, hereinafter referred to as "the Project."

III. <u>TERM</u>

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

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

Fort Bend County ("FBC")	25 dogs/puppies; 5 cats
FBC Canine Leadership Program	5 dogs/puppies
City of Sugar Land	25 dogs/puppies; 25 cats/kittens
City of Rosenberg	3 dogs/puppies; 1 cats/kittens
City of Stafford	4 dogs/puppies
City of Missouri City	4 dogs/puppies; 2 cats

- B. Cities and County agree to reduce/waive their usual and customary adoption fees for the Project, and to charge a flat fee as follows:
 - \$40 for each dog/puppy; \$20 for a senior citizen (age 60 & over)
 - \$20 for each cat/kitten; \$10 for a senior citizen (age 60 & over)
- C. 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 written notice to Cities and receiving Cities' written consent to any expenditure.

D. Upon completion of the Project, but no later than 45 days after the completion, County shall furnish Cities with complete written 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

- A. 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.
- B. Nothing in this Agreement shall create any rights or obligations in any party who is not a signatory to this Agreement.
- C. It is expressly understood and agreed that this Agreement will have no force or effect until duly executed by all parties.
- D. 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 Attention: City Manager

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

Attention: Lawrence Vaccaro, Jr.

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

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:	9-3-2013	
Robert E. Hebert, Fort Bend County Judge	Date	
Attest: Acanne Hilson		
Dianne Wilson, Fort Bend County Clerk	-	



IN WITNESS indicated.	WHEREOF,	the	parties	have	executed	this	Project	Agreement	on	the	dates
CITY OF SUG	AR LAND:										
City Manager		, , , , , , , ,				Da	ate				
Attest:											
City Secretary											

IN WITNESS indicated.	WHEREOF,	the	parties	have	executed	this	Project	Agreement	on	the	dates
CITY OF ROS	ENBERG:										
City Manager						Da	nte		<u></u>	•	
Attest:											
City Secretary											

IN WITNESS indicated.	WHEREOF,	the parties	have	executed	this	Project	Agreement	on	the	dates
CITY OF MISS	SOURI CITY:									
City Manager					Da	ate		-		
Attest:										
City Secretary										

IN WITNESS indicated.	WHEREOF,	the par	rties	have	executed	this	Project	Agreement	on	the	dates
CITY OF STA	FFORD:										
City Manager Attest:						Da	ate			.,.	
City Secretary											