

**INTERLOCAL AGREEMENT**

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF HARRIS    §

This Agreement made and entered into by and between **Harris County** ("County"), a body corporate and politic under the laws of the State of Texas, and the **City of Shoreacres** ("City"), a municipal corporation situated in Harris County.

**RECITALS:**

The City of Shoreacres desires for Harris County to conduct patrols, house and quarantine animals, and perform related services within the city limits of Shoreacres.

Harris County, acting through Animal Control of Harris County Public Health and Environmental Services, desires to approve an agreement between Harris County and the City of Shoreacres to provide those services within the city limits of Shoreacres.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Parties agree as follows:

**TERMS:**

**I.**

The County, acting by and through Harris County Public Health and Environmental Services, agrees to house the animal population; to provide and operate a quarantine facility for the City pursuant to The Rabies Control Act, TEX. HEALTH & SAFETY CODE ANN. §§ 826.001 *et seq.* (Vernon Supp. 2002). Additionally, upon request from a representative of the Shoreacres Police Department, County will patrol for loose or vicious animals within the city limits of Shoreacres; and will pick up and house such animals found within the city limits of Shoreacres.

**II.**

All owners who reclaim animals are required to produce proof of a current rabies vaccination or have the animal vaccinated for rabies before the animal is released from the shelter. At the end of the three (3) day holding period, the animals become the property of the County.

**III.**

The Parties understand and agree that nothing contained in this Agreement is or may be construed to compel the County to house or quarantine the animal population of the City when in the opinion of the Local Rabies Control Authority of the County the housing or quarantine services would lead to overcrowded conditions. The Local Rabies Control Authority's opinion as to what constitutes overcrowded conditions is final and binding upon the Parties to this Agreement.

**IV.**

For the services agreed to be performed, the City agrees to pay County as follows:

- \$150.00 per trip for patrol for loose or vicious animals;
- \$8.00 per day or partial day per animal impounded at the County facility; and
- \$25.00 per animal for euthanization and disposal of any unclaimed/unadopted animal.

The County agrees to send a monthly invoice to the City. Payment for each calendar month during the term of this Agreement must be made by the City to the County by delivering payment to Veterinary Health/Rabies Animal Control, 612 Canino Road, Houston, Texas 77076, on or before the 10<sup>th</sup> day of each calendar month. Failure to make timely payment results in the immediate termination of this Agreement.

**V.**

The term of this Agreement begins on October 1, 2004, or the date the Agreement is executed by both Parties, whichever is later, and continues in full force and effect through September 30, 2005, unless terminated earlier as provided in this Agreement. The Agreement shall be automatically renewed on the same terms and conditions for a second one-year term from October 1, 2005 through September 30, 2006, unless either Party gives notice to the other Party of its desire to terminate at the end of the first one-year term. The Agreement shall be automatically renewed on the same terms and conditions for a third one-year term from October 1, 2006 through September 30, 2007, unless either Party gives notice to the other Party of its desire to terminate at the end of the second one-year term.

**VI.**

Any notice permitted or required to be given to the County may be given by certified United States Mail, return-receipt requested, postage prepaid, addressed to:

Harris County  
Harris County Administration Bldg.  
1001 Preston, 9<sup>th</sup> Floor  
Houston, Texas 77002-1891  
Attention: Commissioners Court

With a copy to:                   Veterinary Health/Rabies Animal Control  
  612 Canino Road  
  Houston, Texas 77076  
  Attention: Dawn D. Blackmar, D.V.M.

Any notice permitted or require to be given to the City may be given by certified United States Mail, return-receipt requested, postage prepaid, addressed to:

The City of Shoreacres  
601 Shoreacres Boulevard  
Shoreacres, Texas 77571  
Attention: City Council

Notices are deemed given upon deposit in the United States Mail.

THE STATE OF TEXAS           §  
  §  
COUNTY OF HARRIS           §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the \_\_\_ day of JUL 27 2004, 2004, with the following members present, to-wit:

Robert Eckels	County Judge
El Franco Lee	Commissioner, Precinct No. 1
<del>Sylvia Garcia</del>	<del>Commissioner, Precinct No. 2</del>
Steve Radack	Commissioner, Precinct No. 3
Jerry Eversole	Commissioner, Precinct No. 4

and the following members absent, to-wit:

*Garcia*  
constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING INTERLOCAL AGREEMENT  
WITH THE CITY OF SHOREACRES

Commissioner *Lee* introduced an Order and made a motion that the same be adopted. Commissioner *Eversole* seconded the motion for adoption of the Order. The motion, carrying with it the adoption of the Order, prevailed by the following vote:

	Yes	No	Abstain
Judge Eckels	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<del>Comm. Garcia</del>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Eversole	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the Order had been duly and lawfully adopted. The Order thus adopted follows:

RECITALS:

The City of Shoreacres desires for Harris County to conduct patrols, house and quarantine animals, and perform, related services within the city limits of Shoreacres.

Presented to Commissioners' Court

JUL 27 2004

APPROVE \_\_\_\_\_  
Recorder Val \_\_\_\_\_ Page \_\_\_\_\_

**VII.**

The County contemplates performing this Agreement with the equipment, facilities, and staff of Harris County Public Health and Environmental Services under its current budget. No County funds have been specifically allocated or appropriated for the performance of the County's obligations under this Agreement.

**VIII.**

This instrument contains the entire Agreement between the Parties relating to the rights granted and the obligations assumed. Any oral representations or modifications concerning this Agreement are of no force or effect excepting a subsequent modification in writing signed by all Parties.

**IX.**

This Agreement is governed in all respects by the laws and Constitution of the State of Texas. Exclusive venue is in Harris County, Texas.

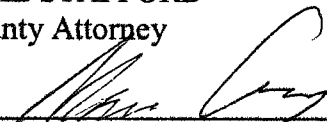
**X.**

The City affirmatively consents to the disclosure of its e-mail addresses that are provided to County. This consent is intended to comply with the requirements of the Public Information Act, TEX. GOV'T CODE ANN. § 552.137, as amended, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by the City and agents acting on behalf of the City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.


IN WITNESS WHEREOF, this instrument has been executed on behalf of Harris County by a duly authorized representative of Harris County, and on behalf of the City of Shoreacres by a duly authorized representative of the City of Shoreacres

APPROVED AS TO FORM:

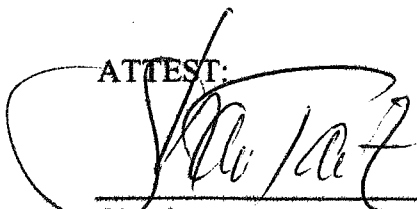
MIKE STAFFORD  
County Attorney

By:   
MARVA GAY  
Assistant County Attorney

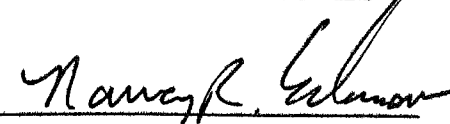
HARRIS COUNTY

By:   
ROBERT ECKELS  
County Judge  
Date signed: JUL 2 / 2004

ATTEST:

  
City Secretary

THE CITY OF SHOREACRES

By:   
Title: mayor  
Date Signed: 8/17/04

Harris County, acting through Animal Control of Harris County Public Health and Environmental Services, desires to approve an agreement between Harris County and the City of Shoreacres to provide those services within the city limits of Shoreacres.

Harris County and the City of Shoreacres desire to enter into an agreement to provide such services to the City of Shoreacres. **NOW, THEREFORE,**

**BE IT ORDERED BY THE COMMISSIONERS COURT OF HARRIS COUNTY, TEXAS THAT:**

Section 1: The recitals set forth in this Order are true and correct.

Section 2: The Harris County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement by and between Harris County and the City of Shoreacres to conduct patrols, house and quarantine animals, and perform related services within the city limits of the City of Shoreacres under the terms and provisions set out in the Agreement, which is incorporated by reference and made a part of this Order for all intents and purposes as though set out in full word for word.

Section 3: All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.