

Harris County

RODNEY ELLIS
Commissioner



Precinct One

AGENDA ITEM

June 08, 2021

County Judge Lina Hidalgo
Members of Commissioners Court

RE: Request for approval of an agreement with the Texas Wildlife Rehabilitation Coalition regarding the release of rehabilitated indigenous wildlife onto designated Harris County Precinct One parks.

Dear Judge Hidalgo and Commissioners Cagle, Garcia, and Ramsey:

Precinct One respectfully requests approval of an agreement with the Texas Wildlife Rehabilitation Coalition regarding the release of rehabilitated indigenous wildlife onto designated Harris County Precinct One parks.

Texas Wildlife Rehabilitation Coalition's (TWRC) mission is to promote environmental conservation through public education and rehabilitation of Texas wildlife.

Sincerely,


Commissioner Rodney Ellis

RE: SM

xc: BD

<https://www.twrcwildlifecenter.org/>



Texas Wildlife Rehabilitation Coalition

713.468.TWRC — 10801 Hammerly Blvd. #200, Houston, TX 77043

Since 1979, TWRC Wildlife Center has been committed to providing quality emergency care and rehabilitation for injured, ill, and orphaned wildlife brought to us by the public. Through education and engaging the public in wildlife-care programs, TWRC continues to make a difference for urban wildlife threatened by loss of habitat.

Our Mission

At TWRC Wildlife Center, our mission is to promote environmental conservation through public education and rehabilitation of Texas wildlife.

Services

TWRC Wildlife Center provides an emergency room for orphaned, injured, and ill wildlife, as well as a helpline. Both the emergency room and the helpline operate 7 days a week. Our vet room staff as well as experienced volunteers facilitate initial triage, rehabilitation, release, and education.

TWRC Wildlife Center provides animal care in two ways: our onsite Animal Care Program and specialized in-home care by permitted rehabbers. The onsite program offers a way for the community to become actively involved in the rehabilitation of wildlife under the guidance of experienced staff. In-home rehabilitation is usually reserved for neonates, critical care, and animal species that typically require months of care prior to release.

TWRC Wildlife Center accepts many Texas wildlife species found in the Houston area, specializing in small mammals, songbirds, doves, and small raptors. Our goal is to rehabilitate with the intent to release back into the wild. If this goal cannot be achieved because the animal is beyond care or has sustained injuries preventing its release, TWRC will humanely end its suffering. There are rare occasions when placement can be found for some non-releasable wild animals, but these opportunities are very limited and require special government permits to ensure the animal will receive the best long-term care. Whenever TWRC is unable to accept wildlife for rehabilitation, rescuers receive referrals to other wildlife organizations in the area who can offer the best care for those animals.

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This License Agreement is made by and between HARRIS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") and TEXAS WILDLIFE REHABILITATION COALITION, a Texas nonprofit corporation (the "Licensee"), for the purposes of releasing rehabilitated indigenous wildlife onto County's property (the "Agreement").

WHEREAS, Licensee is a licensed wildlife rehabilitation facility that focuses on rehabilitating injured or orphaned wildlife indigenous to the State of Texas; and

WHEREAS, County owns the following property consisting of several tracts of land legally described below (hereinafter the "Property"):

Tract A – Eisenhower Park

682.53 Acres, more or less, out of the Victor Blanco Survey Abstract Number 2 in Harris County, Texas. Being part of the same acreage designated as Tracts 26 and 75 with a number of 040-158-090-0112 in the records of the Harris County Appraisal District.

Tract B – Alexander Deussen Park

309 Acres, more or less, out of the Victor Blanco Survey Abstract Number 2 in Harris County, Texas. Purported to be part of the same acreage that was conveyed by Alexander Deussen to Harris County Texas in 1956. Being part of the same acreage with the Harris County Appraisal District Numbers 040-156-000-0097 and 040-156-000-0070.

Tract C – Challenger 7 Memorial Park

328.1 Acres, more or less, out of the J. Dickinson Survey, Abstract Number 15 in Harris County, Texas. Being more particularly described by the Harris County Appraisal District as Tracts 26A thru 26F with a Harris County Appraisal District number of 040-213-000-0108.

Tract D – El Franco Lee Park

291.758 Acres, more or less, out of the HT&BRR Co. Survey Section One, Abstract Number 410 in Harris County, Texas. Being more particularly described by the Harris County Appraisal District as Tract 1C of the Hall Road Park Site with a Harris County Appraisal District Number of 043-076-000-0049.

WHEREAS, Licensee desires to release certain rehabilitated, indigenous wildlife onto the Property; and

WHEREAS, the release of rehabilitated, indigenous wildlife onto the Property will serve a public purpose because it promotes environmental conservation of the area; and

WHEREAS, County desires to grant Licensee access to the Property for the above-referenced activity as provided by the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and the benefits to be conferred upon the Parties, County and Licensee agree as follows:

1. REVOCABLE LICENSE TO USE THE PROPERTY

1.1 Licensee shall have the right to use the Property during the term of this Agreement. Licensee acknowledges and agrees that this Agreement shall constitute a license and not a lease. Licensee hereby acknowledges that, notwithstanding any term or condition of this Agreement to the contrary, Licensee shall not possess any rights as a tenant of any part of the Property. This Agreement and the rights of Licensee shall not be deemed to be or construed as a month-to-month tenancy or any other type of tenancy and Licensee hereby waives any and all notices which would otherwise be required for a landlord to give to a tenant to terminate any such tenancy.

2. TERM

2.1 This Agreement shall begin upon the Effective Date and shall terminate May 25, 2022 (the "Initial Term"), subject to earlier termination as hereinafter provided. If agreed to in writing by both Parties, this Agreement shall renew for one (1) additional three (3) year period commencing at the expiration of the Initial Term.

3. LICENSEE'S USE OF THE PROPERTY

3.1 County grants to Licensee the right, privilege and license to enter upon the Property, as necessary, for the purposes of releasing indigenous wildlife subject to the following conditions:

- (a) Licensee shall only release animals that are indigenous to the local area. Such animals shall be fully rehabilitated and capable of surviving in the wild as provided by Title 31, Chapter 69 of the Texas Administrative Code.
- (b) Licensee shall notify County at least 120 hours (5 calendar days) prior to the release of any animals onto the Property.
- (c) No motorized vehicles shall be allowed on the Property.
- (d) Upon request by County, Licensee shall provide County with documentation related to any animals released onto the Property by Licensee. Such information shall include the type and species of animal released and the geographic coordinates of the release location.

- (e) Any animals released onto the Property by Licensee shall be released in accordance with the requirements of 31 Tex. Admin. Code § 69.51 attached hereto as "Exhibit A" and incorporated by reference for all intents and purposes.
- (f) Notwithstanding the foregoing, County reserves the right to refuse the release of any animal onto the Property by Licensee.

4. NO OWNERSHIP

4.1 Licensee understands and agrees that County is not taking control or ownership of any animals released by Licensee onto the Property. Any such animals released by Licensee onto the Property are not owned and shall not be deemed owned by or belonging to County in any way.

5. REPRESENTATIONS AND WARRANTIES

5.1 LICENSEE WARRANTS, COVENANTS, REPRESENTS AND AGREES THAT LICENSEE IS A CURRENTLY EXISTING AND VALID 501(C)(3) CORPORATION UNDER THE LAWS OF THE UNITED STATES OF AMERICA AND A VALID NONPROFIT CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS AND HAS THE RIGHT AND AUTHORITY TO TRANSACT BUSINESS IN THE STATE OF TEXAS. LICENSEE FURTHER WARRANTS, COVENANTS, REPRESENTS AND AGREES THAT IT HAS OBTAINED AND SHALL MAINTAIN ALL LOCAL, STATE, AND FEDERAL PERMITS, AUTHORIZATIONS, CERTIFICATIONS, LICENSES, AND/OR REGISTRATIONS REQUIRED FOR THE REHABILITATION AND RELEASE OF WILDLIFE ONTO THE PROPERTY. LICENSEE SHALL PROVIDE COUNTY WITH COPIES OF SUCH PERMITS OR AUTHORIZATIONS UPON COUNTY'S REQUEST.

6. TERMINATION OF THE AGREEMENT

6.1 Either Party shall have the right and option to terminate this Agreement, with or without cause, and at any time by giving written notice of such termination to the other.

7. NOTICE

7.1 Within five (5) business days of the Effective Date of this Agreement, Licensee shall designate in writing to County one person and one alternate person to be Licensee's designated spokesperson for communications with County.

7.2 Except as otherwise specifically provided in this Agreement, any and all notices required or permitted under this Agreement shall be in writing and shall be deemed delivered upon personal delivery or upon mailing thereof when properly addressed and deposited in the United States mail, first class postage prepaid, registered or certified mail, return receipt requested or

when property addressed upon deposit with Federal Express, Express Mail or other overnight courier service. Notices shall be properly addressed if addressed to the parties as follows:

If to LICENSEE: Texas Wildlife Rehabilitation Coalition
Attn: Mary Warwick
10801 Hammerly Blvd., #200
Houston, TX 77043
Email: mary.warwick@twrcwildlifecenter.org

If to COUNTY: Harris County Commissioner Precinct 1
Attn: William Taylor
Director of Development and Infrastructure
7901 El Rio Street
Houston, TX 77054
Email: William.Taylor@cp1.hctx.net

7.3 Licensee shall promptly notify County in writing of any change to Licensee's designees or contact information above.

8. MISCELLANEOUS

8.1 **No Partnership:** The relationship between County and Licensee at all times shall remain solely that of Licensor and Licensee and shall not be deemed a partnership or joint venture.

8.2 **No Waiver:** No waiver by County of any default or breach of any covenant, condition or stipulation herein contained shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

8.3 **Parties Bound:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors and assigns.

8.4 **Entire Agreement:** This Agreement constitutes the entire agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by both Parties.

8.5 **Legal Construction:** In case of any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.6 **Applicable Law:** Any legal issue or action arising under this Agreement shall be construed under the laws of the State of Texas and venue shall lie in Harris County, Texas.

8.7 **No Waiver of Powers or Immunity:** It is understood and agreed that, by execution of the Agreement, County does not waive or surrender any of its governmental powers or immunity.

8.8 **Licenses and Permits:** Licensee shall, at its sole expense, obtain and keep in effect all licenses, permits, or other governmental authorizations required by law for the operation of its business or activities on the Property.

8.9 **Effective Date:** The "Effective Date" of this Agreement shall be the date this Agreement is signed by the County.

8.10 **Multiple Counterparts:** This Agreement may be executed in multiple counterparts, each having equal force and effect of an original. This Agreement shall become binding and effective only after it has been authorized and approved by the governing bodies of all Parties, as evidenced by the signature of the appropriate authority.

SIGNED and ENTERED this _____ day of _____, 2021.

**TEXAS WILDLIFE
REHABILITATION COALITION,
a Texas nonprofit corporation**

HARRIS COUNTY, TEXAS

By: Mary Warwick

By: _____

Name: Mary Warwick

Name: Lina Hidalgo

Title: Executive Director

Title: County Judge

Approved as to Form:
Christian D. Menefee
County Attorney

By: Sam Kirchhoff
Sam Kirchhoff
Assistant County Attorney
CAO File: 21GEN1231

EXHIBIT A

2021 TX REG TEXT 560202 (NS)
46 TexReg 306

Adopted
January 08, 2021
Effective: January 15, 2021
Natural Resources and Conservation

31 TAC 69.51.Release of Rehabilitated Wildlife.

- (a) A permittee shall release all wildlife capable of surviving in the wild in accordance with the provisions of this section, unless specifically authorized in writing by the department to do otherwise.
- (b) A permittee shall not release, or cause to allow the release of wildlife in such a manner or at such a location so that the released animals are likely to become a nuisance, a disease threat, or a depredation threat.
- (c) Except as specifically authorized in writing by the department, releases shall not be made in or to fenced or enclosed areas that prevent the animal from leaving at will.
- (d) Wildlife shall be released only to habitat appropriate for the species.
- (e) No person may release or allow the release of white-tailed deer or mule deer held under the provisions of this subchapter unless the release site is either:
 - (1) within five miles of the location where the deer was discovered prior to intake; or
 - (2) within the county where the deer was discovered prior to intake.
- (f) Permittees may not release wildlife on department property without the permission of the department.
- (g) A permittee contains an offense if the permittee releases or effects the release of wildlife held under the provisions of this subchapter on property without having on their person the written permission of the landowner, lessee, or operator to release the wildlife on that property.
- (h) Nothing in this section shall be construed to exempt any person from any applicable provision of local, state, or federal law.

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Agreement

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 _____, 2021, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE AGREEMENT
BETWEEN HARRIS COUNTY AND THE TEXAS WILDLIFE REHABILITATION
COALITION**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input 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 adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement between Harris County and the Texas Wildlife Rehabilitation Coalition, for the purpose of allowing animals to be released in certain Harris County parks for the purpose of rehabilitation. The Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.