

**INTERLOCAL AGREEMENT
FOR COUNTY GAME ROOM REGULATION PERMITTING AND
ENFORCEMENT WITHIN CITY LIMITS**

C75638
NCA

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement ("Agreement") is made on the countersignature date between the City of Houston, Texas, a home rule city of the State of Texas principally located in Harris County, Texas (the "City") and Harris County, a body corporate and politic under the laws of the State of Texas (the "County"). This Agreement is made in accordance with the Interlocal Cooperation Act, TEX. GOV'T CODE ANN. Ch. 791.

RECITALS:

WHEREAS, the Harris County Commissioners Court, through authority granted to it pursuant to Section 234.133 of the Texas Local Government Code to promote the public health, safety, and welfare, has adopted regulations relating to the operation of game rooms; and

WHEREAS, pursuant to Article VI, Divisions 2 and 3, of Chapter 5 of the Houston Code of Ordinances, the City likewise has the authority to regulate the operation of game rooms to promote the public health, safety, and welfare; and

WHEREAS, the Interlocal Cooperation Act provides authorization for local governments to contract with one another and with agencies of the state to perform governmental functions and services under the terms of the Act; and

WHEREAS, both the County and the City are willing to provide such services as are necessary for the uniform enforcement of the County's game room regulations within the City,

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

TERMS:

**ARTICLE I
DEFINITIONS**

- A. As used in this Agreement, the following terms have the meanings set out below:
1. "Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Commissioners Court.
 2. "Chief" means the Chief of the City of Houston Police Department, or the person he or she designates.

3. "City" is defined in the preamble of this Agreement and includes its successors and assigns.
4. "Countersignature Date" means the date countersigned by the Houston City Controller on the signature page of this Agreement. The Countersignature Date is the effective date of this Agreement.
5. "County" is defined in the preamble of this Agreement and includes its successors and assigns.
6. "Director" means the Director of the City of Houston Administration and Regulatory Affairs Department, or the person he or she designates.
7. "Game Room" has the meaning assigned in Section 1.4(a) of the Regulations.
8. "Party" or "Parties" means the County and the City, individually or collectively.
9. "Regulations" means the County's Game Room Regulations, adopted by the Harris County Commissioners Court on December 17, 2013, as may be amended from time to time.
10. "Sheriff" means the Harris County Sheriff, or the person he or she designates.

ARTICLE II RIGHTS AND DUTIES OF THE COUNTY

A. Permitting

1. For the purpose of enabling the City to perform its obligations under this Agreement, the Sheriff designates the role of Game Room Permit Administrator to the Director for all permits issued for within the City limits.
2. The Sheriff shall immediately direct all inquiries for County permit applications within City limits to the Director. The Sheriff's Office shall conspicuously note on its website (<http://www.hcso.hctx.net>) that all applications for County Game Room permits within City limits must be administered by the City.
3. Upon request by the Sheriff, Commissioners Court shall provide a hearing officer for the purpose of conducting hearings for the denial, suspension and revocation of County permits within City limits, as set out in Sections 2.2 through 2.5 of the Regulations. The Director shall be provided an opportunity to present evidence, cross examine witnesses and be represented by legal counsel.

B. Enforcement

1. The County Attorney retains the full authority granted in Section 234.137 of the Texas Local Government Code to sue in district court for an injunction to prohibit

the violation or threatened violation of the Regulations.

ARTICLE III RIGHTS AND DUTIES OF THE CITY

A. Permitting

1. As the Game Room Permit Administrator, the Director shall supervise, control, and operate the Permit Office and issue County permits for within the City limits on behalf of the County as set out in Section 2.1 of the Regulations. The Parties agree that the City will not prosecute any violations of the Regulations. The Director, in consultation with the Sheriff, shall promulgate requirements for issuing a County permit for Game Rooms within City limits based on the Regulations and City ordinances.
2. The City shall be the designated agent for conducting criminal background checks as required under Section 2 of the Regulations for all permits issued for within the City limits.

B. Enforcement

1. The City peace officers designated by the Chief to enforce the Regulations shall inspect Game Rooms within City limits and arrest violators pursuant to Section 3 of the Regulations.
2. To coordinate peace-keeping efforts, both City and County peace officers making undercover investigations in Game Rooms must use the Narcotics Operations Control Center system administered by the Houston Police Department.
3. The City shall enforce the Regulation's distancing requirements only for new applications that are issued on or after the Countersignature Date. Applications for renewal of an existing city or county permit shall not be considered a new application, so long as the establishment is in compliance with Section 3.9(d) of the Regulations.

ARTICLE IV FUNDING AND COMPENSATION

- A. The Parties each understand and agree that neither the County nor the City has certified funds to fulfill their obligations under this Agreement. It is the intent of the Parties that the cost of services shared with each entity will be of equal value and benefit.
- B. The Parties agree that the non-refundable annual permit fee established in Sections 2.6 and 2.7 of the Regulations shall be paid by a County permit applicant directly to the City

of Houston, as the County's designated agent for permitting. If either Party receives any permit fees for Game Rooms within the other Party's permitting jurisdiction from an applicant, it shall remit those funds to the appropriate Party at its address for notices.

ARTICLE V TERM AND TERMINATION

- A. The term of this Agreement is one-year and begins on the Countersignature Date. It is the intent of the Parties that the Agreement shall automatically renew annually for 10 successive one-year terms, unless earlier terminated.
- B. Either Party may terminate its participation in this Agreement by giving at least thirty (30) days' written notice to the other Party.

ARTICLE VI DOCUMENTS EXCHANGED

- A. The Parties may exchange documents in the course of this Agreement. Each Party agrees to keep confidential, to the extent allowed by law, all such documents and to provide prior notice to the other of any requests or releases of such documents.

ARTICLE VII NOTICES

- A. The Parties intend that any notice may be delivered personally, by certified or registered mail, return-receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to the County: Office of the Harris County Attorney
 1019 Congress, 15th Floor
 Houston, Texas 77002
 Attention: Robert Soard

If to the City: Director
 Administration and Regulatory Affairs Department
 611 Walker, 13th Floor
 Houston, TX 77002

with a copy to: Office of the City Attorney
 City of Houston
 Legal Department
 900 Bagby 4th Floor

Houston, Texas 77002

Or to such other persons or places as either Party may from time to time designate by written notice to the other Party.

**ARTICLE VIII
NO PERSONAL LIABILITY AND NO THIRD PARTY BENEFICIARY**

- A. Nothing herein shall be construed as creating any personal liability on any part of any officer or agent of any public body that may be a Party hereto. The Parties agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or liability that any Party may have by operation of law. The Parties further agree that no provision of this Agreement extends the liability of any Party beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Agreement nor any other conduct of any Party relating to this Agreement shall be considered a waiver of any right or defense under the Texas Constitution or the laws of the State of Texas.
- B. In accordance with Tex. Gov't Code § 791.006(a-1), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented or suit filed against it arising from or related to any law enforcement or permitting services provided under this Agreement. This assignment of liability is intended to be different than any assignment provided in Tex. Gov't Code § 791.006(a).

**ARTICLE IX
MISCELLANEOUS**

- A. **No Partnership.** This Agreement is not intended to and shall not create joint enterprise between the City and the County. The personnel of one Party shall not be considered employees, agents, partners, joint ventures, or servants of the other Party to this Agreement. The Parties are undertaking governmental functions or services under this Agreement and the purpose hereof is solely to further the public good, rather than any pecuniary purpose. The Party undertaking work under this Agreement shall have a superior right to control the direction and management of such work and the responsibility of day-to-day management and control of such work, except as may expressly be provided herein.
- B. **Compliance with Law.** In performing services pursuant to this Agreement, each Party shall comply with all applicable federal, state, County, and City statutes, regulations, rules, and ordinances. To the extent allowed under applicable laws, each Party intends to notify the other Party of any violation of law, regulation, or ordinance that relate to services or data obtained or provided under this Agreement immediately after the noticing Party, its employees, subcontractors or agents become aware of it and without regard to whether the noticing Party or its employees, subcontractors or agents are

involved or merely witnesses.

- C. Captions.** The captions used in this Agreement are for convenience only and do not limit or amplify any provisions contained in this Agreement.
- D. Venue.** This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Harris County, Texas. Venue for any litigation arising out of or related to this Agreement shall lie solely in a court of appropriate jurisdiction located in Houston, Harris County, Texas.
- E. Assignment.** This Agreement shall not be assignable, in whole or in part.
- F. Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.
- G. Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior written or oral agreement.
- H. Amendments.** The County and the City may amend this Agreement at any time provided that such amendments are executed in writing and signed by the governing bodies of both Parties.

[SIGNATURE PAGE TO FOLLOW]

IN TESTIMONY OF WHICH, this agreement, in duplicate counterparts, each having equal force and effect of an original, has been executed on behalf of the parties hereto as follows:

- a. It has on the _____ day of _____, 2014, been executed on behalf of the City by the Mayor and attested by its City Secretary, pursuant to ordinance of the City Council of the City of Houston authorizing such execution.
- b. It has on the _____ day of MAR 25 2014, 2014, been executed on behalf of the County by the County Judge of Harris County, Texas, pursuant to an order of the Commissioners Court of Harris County authorizing such execution.

CITY OF HOUSTON

ATTEST/SEAL:

By [Signature]
City Secretary

CITY OF HOUSTON

By [Signature]
Mayor Amanda Washington

APPROVED:

By [Signature]
Chief, Houston Police Department

APPROVED:

By [Signature] ^{20 MAR 2014}
for Director, Administration and
Regulatory Affairs Department

APPROVED AS TO FORM:

By [Signature]
Sr. Assistant City Attorney
L.D. File No. 0621300324001

COUNTERSIGNED:

By [Signature]
City Controller [Signature]
Countersignature Date: 3-24-14

COUNTY

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By [Signature]
Assistant County Attorney
C.A. File No.: 14GEN0011

HARRIS COUNTY

By [Signature]
ED EMMETT
County Judge

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 25 day of MAR 25 2014, 2014, with the following members present, to-wit:

| | |
|---------------|------------------------------|
| Ed Emmett | County Judge |
| El Franco Lee | Commissioner, Precinct No. 1 |
| Jack Morman | Commissioner, Precinct No. 2 |
| Steve Radack | Commissioner, Precinct No. 3 |
| R. Jack Cagle | Commissioner, Precinct No. 4 |

and the following members absent, to-wit: none constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BY AND BETWEEN HARRIS COUNTY AND THE CITY OF HOUSTON TO PROVIDE FOR PERMITTING AND ENFORCEMENT OF COUNTY GAME ROOM REGULATIONS BY THE CITY WITHIN CITY OF HOUSTON CITY LIMITS

Commissioner Lee introduced an order and made a motion that the same be adopted. Commissioner Cagle 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 Emmett | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lee | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Morman | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Radack | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Cagle | <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:

IT IS ORDERED that the County Judge is hereby authorized to execute for and on behalf of Harris County, an Interlocal Agreement by and between Harris County and the City of Houston to provide for permitting and enforcement of County game room regulations by the City within City of Houston city limits, said Agreement being incorporated herein by reference for all purposes as though fully set forth word for word.

Presented to Commissioners' Court

MAR 25 2014

APPROVE L/C
Recorded Vol. _____ Page _____

SHERIFF ADRIAN GARCIA



March 17, 2014

The Honorable Judge Ed Emmett
And Members of Commissioners Court
Harris County Administration Building
Houston, Texas 77002

Honorable Members of Court:

Respectfully request Commissioners Court authorization to accept an agreement between Harris County and The City of Houston to provide for permitting and enforcement of County Game Room Regulations by the City within City of Houston city limits.

Your favorable consideration is greatly appreciated.

Respectfully submitted,

Adrian Garcia by Jim Lee
ADRIAN GARCIA, SHERIFF
HARRIS COUNTY

RECEIVED
MAR 17 2014
HARRIS COUNTY SHERIFF'S OFFICE

| Vote of the Court: | | | |
|--------------------|-------------------------------------|--------------------------|--------------------------|
| | Yes | No | Abstain |
| Judge Emmett | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Lee | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Morman | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Radack | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Comm. Cagle | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Presented to Commissioner's Court

MAR 25 2014

APPROVE LIC
Recorded Vol _____ Page _____

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HARRIS COUNTY
BUDGET MANAGEMENT
DEPARTMENT

us - org letter + 1 org Asmt

Sheriff copy letter + 3 org Asmts

AW copy

LANCO copy

Rec'd 4 of Asmt