

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

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This **Interlocal Agreement** (“Agreement”) is made on the countersignature date between the City of Saginaw, Texas, a home rule city of the State of Texas located in Tarrant County, Texas (the “City”) and Tarrant 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 Tarrant 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, 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 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 and agreements stated herein, the parties agree as follows:

TERMS:

**ARTICLE 1
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 Saginaw 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 Tarrant County 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. “City Manager” means the City Manager of the City of Saginaw, or the person he or she designates.
7. “Game Room” has the meaning assigned in Section 1.4 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 Tarrant County Commissioners Court on November 12, 2019, as may be amended from time to time.
10. “Sheriff” means the Tarrant 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 County designates the role of Game Room Permit Administrator to the City for all permits issued within the City limits.
2. The Sheriff shall immediately direct all inquiries for County Game Room Permit applications within City limits to the City.

B. Enforcement

1. The Tarrant County Criminal District Attorney's Office 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 and to obtain civil penalties.
2. However, nothing prevents the Tarrant County Criminal District Attorney's Office from contracting with outside attorneys or with another city's attorneys' office to provide this enforcement function on behalf of such Tarrant County Criminal District Attorney's office, pursuant to the Texas Government Code.

ARTICLE III RIGHTS AND DUTIES OF THE CITY

A. Permitting

1. As the Game Room Permit Administrator, the City shall supervise, control, and operate the Permit Office and issue County permits within the City limits on behalf of the County as set out in Section 2 of the Regulations. The City, in consultation with the Sheriff, shall promulgate requirements for issuing a County permit for Game Rooms within the 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 within the City limits.
3. The City hereby adopts the procedures set out in Sections 2.2 through 2.5 of the Regulations for review of applications and conducting hearings for the denial, suspension, and revocation of County permits within the City limits. The City designates the City Manager as the hearing examiner for the purpose of appeals pursuant to those proceedings. The designation of a hearing examiner may be changed by the City Council from time to time without amending this Agreement.

B. Enforcement

1. City peace officers and other City employees designated by the Chief to enforce the Regulations shall inspect Game Rooms within the City limits. City peace officers may arrest violators pursuant to Section 3 of the Regulations.
2. The City may require those inspections required for code compliance within the City as a condition for issuing a Permit and may define terms and phrases as may be needed and helpful to provide applicants adequate notice of Permit application requirements within the City.

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**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 Section 2 of the Regulations shall be paid by a County permit applicant directly to the City, as the County's designated agent for permitting, to compensate the City for costs incurred pursuant to this Agreement. 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 this Agreement shall automatically renew annually for ten (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 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: Tarrant County Administrator's Office
 Attn: G.K. Maenius, County Administrator
 100 E. Weatherford Street, Suite 404
 Fort Worth, Texas 76196

If to the City: City of Saginaw
 Attn: Gabe Reaume, City Manager
 333 West McLeroy Blvd.
 Saginaw, Texas 76179

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 LIABILITY AND NO THIRD-PARTY BENEFICIARY

- A. Nothing herein shall be construed as creating any liability on any party 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.

ARTICLE IX.
MISCELLANEOUS

- A. **No Partnership.** This Agreement is not intended to and shall not create a 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 Tarrant 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 Tarrant 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 approved by the governing bodies of both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiples to be effective as of the effective date set forth in this Agreement.

SIGNED AND EXECUTED this _____ day of _____, 2020.

**COUNTY OF TARRANT
STATE OF TEXAS**

B. Glen Whitley
County Judge

APPROVED AS TO FORM:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Gabe Reaume,
City Manager, City of Saginaw

Bryn D. Meredith
City Attorney