



RODNEY ELLIS
Commissioner

AGENDA ITEM

April 27, 2021

County Judge Lina Hidalgo
Members of Commissioners Court

**RE: Free boat inspections at Deussen Park by Houston Police
Department Lake Patrol Division**

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

Precinct One respectfully requests that the County Judge execute an interlocal agreement with the City of Houston to provide free boat inspections by the Houston Police Department Lake Patrol Division at Alexander Deussen Park.

The event is free to the community and those who pass will receive a certificate. In the event that a boat owner does not pass there will not be any penalties, rather they will be advised on getting the correct safety items.

This will help with the prevention of drownings and support overall boat safety. The fire department and the game wardens will also be on site to provide helpful information.

Sincerely,



Commissioner Rodney Ellis

RE: SM

xc: BD

INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is entered into by and between **Harris County, Texas**, acting through its governing board, the Harris County Commissioners Court ("County"), and the **City of Houston**, a municipal corporation and home-rule city of the State of Texas ("City") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§791.001-791.030. The County and the City are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

The County owns Alexander Deussen Park located at 12303 Sonnier St, Houston, TX 77044 (the "Park"); and

The City desires to utilize the Park to operate a drive through boat inspection ("Services"); and

The Parties find that there is a public purpose in providing the Services; and

The Parties agree that any funds used under this Agreement shall be taken from current fiscal funds.

NOW, THEREFORE, in consideration of the promises contained herein, the sufficiency of which is acknowledged by the Parties, the City of Houston and Harris County mutually agree to the following:

TERMS:

SECTION I: AGREEMENT

The County agrees to grant the City access to the Park to provide the Services.

SECTION II: TERM AND TERMINATION

A. Term:

The term shall be for a period beginning upon execution by all the Parties and remain in full force and effect for ninety (90) days.

B. Termination:

Either Party may terminate this Agreement at any time by providing thirty (30) days notice in writing to the other Party.

SECTION V. COMPENSATION

The Parties agree that neither the County nor the City is appropriating any funds pursuant to this Agreement.

SECTION VI: POINTS OF CONTACT

The City designates the following primary point of contact for this program:

Art Acevedo
Chief of Police
Houston Police Department
1200 Travis, 16th floor
Houston, Texas 77002
(713) 308-1600

The County designates the following primary point of contact for this program:

Harris County Commissioner Precinct 1
Henry Nader
1001 Preston, Suite 950
Houston, Texas 77002

SECTION VII: INDEPENDENT PARTIES

The City is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the County for any purpose. The County, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the City for any purposes. Neither Party has the authority to bind the other Party.

SECTION VIII: AMENDMENTS

Unless otherwise specified, this Agreement may be amended only by written instrument executed on behalf of City, by authority of an ordinance adopted by the City Council, and on behalf of County, by order of the Harris County Commissioners Court.

SECTION IX: THIRD PARTY BENEFICIARIES

The County is not obligated or liable to any other party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of the County with respect to any third party.

SECTION X: WAIVER OF BREACH

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

SECTION XI: NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

A. No Personal Liability:

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

B. Limitation of Liability of Parties:

The Parties agree that no provision of this Agreement extends the liability of the County or the City beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

C. No Waiver of Immunity:

Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

SECTION XII: LIABILITY

City and County shall be responsible for their own acts of negligence. Where any injury or property damage result from the joint or concurring negligence of the parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement; nor shall any provisions in this agreement be deemed a waiver of any defenses available by law.

SECTION XIII: MULTIPLE COUNTERPARTS/AUTHORIZATION TO EXECUTE AGREEMENT

A. Multiple Counterparts:

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument.

B. Authorization to Execute Agreement:

Each Party warrants that the undersigned representatives are duly authorized representatives with the power to execute the Agreement, and that the Agreement constitutes a valid and enforceable obligation of such party according to its terms.

[EXECUTION PAGE TO FOLLOW]

APPROVED AS TO FORM:

HARRIS COUNTY

CHRISTIAN D. MENEFEE
Harris County Attorney


By: DeAnne A. Lin
DeAnne A. Lin
Assistant County Attorney
C. A. File No. 21GEN0690

By: _____
Lina Hidalgo
County Judge
Date Signed: _____

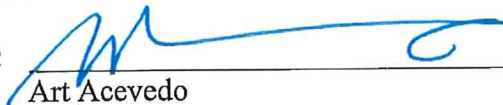
CITY OF HOUSTON

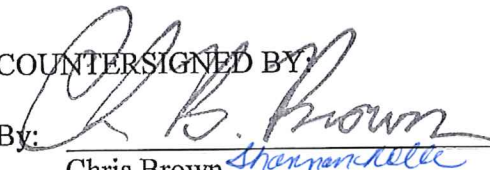
ATTEST/SEAL:

By: 
City Secretary

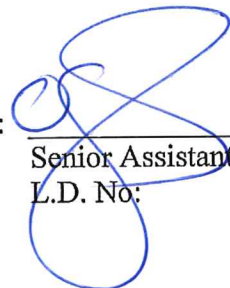
By: 
Sylvester Turner
Mayor
Date Signed: 3/19/21

APPROVED:

By: 
Art Acevedo
Chief of Police
Date Signed: 03.12.2021

COUNTERSIGNED BY:
By: 
Chris Brown
City Controller
Date Signed: 3-22-2021

APPROVED AS TO FORM:

By: 
Senior Assistant City Attorney
L.D. No:

ORDER OF COMMISSIONERS COURT
Authorizing Interlocal Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of the Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2021 with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT BETWEEN HARRIS
COUNTY AND THE CITY OF HOUSTON**

Commissioner _____ introduced an order and made a motion that the same be adopted. 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	<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 thus adopted follows:

IT IS ORDERED that the County Judge is hereby authorized to execute on behalf of Harris County, an Interlocal Agreement with the City of Houston for the purpose of allowing access to Deussen Park to the City of Houston for the purpose of conducting boat inspections. The Interlocal 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 purpose of this Order.



Date: _____

Vessel Safety Check

Owner/Operator Name: _____

Location of Safety Check -

Deussen Park, Harris County, Texas

Operator attended Boater Education Class: Yes _____ No _____

Vessel Information

TX Registration: _____

HIN: _____

Length: <16' _____ 16-25' _____ 26-39' _____

Powered by: Gas _____ Diesel _____ Sail _____

Type: PWC _____ Open _____ Cabin _____ Other _____

VESSEL SAFETY CHECK REQUIREMENTS

Item	Yes	No	N/A
1. Display of Numbers			
2. Registration / Documentation			
3. Personal Floatation Devices (PFD)			
4. Visual Distress Signal (VDS)			
5. Fire Extinguishers			
6. Ventilation			
7. Backfire Flame Control			
8. Sound Producing Devices			
9. Navigation Lights			
10. Navigation Rules			
11. State and/or Local Requirements			

RECOMMENDED & DISCUSSION ITEMS

Item	Yes	No
1. Marine Radio		
2. Mounted Fire Extinguishers		
3. Anchor & Line for Area		
4. First Aid Kit		
5. Capacity / Certificate of Compliance		
6. Discussion Items, as applies:		
a. Accident Reporting-Owner Responsibility		
b. Carbon Monoxide-Dangers & Prevention		
c. Nautical Charts/Navigation Aids		
d. Fuel/Fuel Management		
f. Float Plan/Weather & Lake Conditions		
g. Boating Check List		
h. Survival Tips & First Aid		
i. Safe Boating Class		

Remarks: _____

Vessel Inspected by: _____

Badge#: _____

Houston PD Lake Patrol Office: 832-394-9854

City Cell Phone: _____