



**THE ATTORNEY GENERAL
OF TEXAS**

AUSTIN 11, TEXAS

**WILL WILSON
ATTORNEY GENERAL**

August 14, 1962

Honorable Joe Resweber
County Attorney
Harris County
Houston, Texas

Opinion No. WW-1415

Re: Legality of lease contract
between Harris County and
Houston Sports Association,
Inc., together with proposed
supplemental contract.

Dear Mr. Resweber:

Your request for an opinion on the above subject matter reads as follows:

"On May 30, 1961, in the captioned opinion, you approved the contract between the County of Harris and Houston Sports Association, Inc., a copy of which has heretofore been furnished.

"Presently, a proposed supplement to this contract, together with certain allied agreements, are under consideration by the Commissioners Court of Harris County. This office has prepared the attached opinion on these instruments which are also enclosed. This opinion was limited as set forth therein by the request of the Commissioners Court.

"We hereby request that you review the original lease contract in connection with the attached instruments and render your opinion on the legality thereof. The Commissioners Court feels that there is a great urgency concerning this and therefore anything that can be done to expedite your opinion will be greatly appreciated."

In Attorney General's Opinion WW-1074 this office upheld the validity of a lease contract entered into by and between the County of Harris and Houston Sports Association, Inc., stating:

". . . it is our opinion that the construction of the stadium in question is a proper park usage and is within the author-

ity of the Commissioners' Court of Harris County, pursuant to the provisions of Articles 6081e and 6079e, Vernon's Civil Statutes."

WW-1074: It was further held in Attorney General's Opinion

"The contract in question does not seek to have the County become a subscriber to the capital stock of any private corporation nor to make any appropriation or donation to any private corporation nor otherwise loan its credit. On the contrary, the County of Harris is receiving a valuable consideration from the Houston Sports Association and the Houston Sports Association is obligated to carry out the public purpose heretofore stated. It is, therefore, our opinion that the contract in question does not violate the provisions of Section 3 of Article XI of the Constitution of Texas."

An examination of the instruments attached to your request reveals that these instruments will in nowise change the purpose of the original contract as outlined above, nor lend the credit of the County to any private corporation. You are therefore advised that we agree with you that the Commissioners' Court of Harris County is authorized to enter into such agreements. For a discussion of authorities on this question see Attorney General's Opinion WW-1074 (1961).

S U M M A R Y

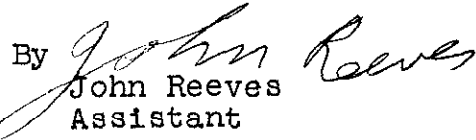
The Commissioners' Court of Harris County is authorized to enter into the proposed supplement to Lease and Escrow Agreement relating to the lease contract executed by the County of Harris and the Houston Sports Association, Inc.,

Honorable Joe Resweber, page 3. (WW-1415)

the validity of which was sustained in
Attorney General's Opinion WW-1074.

Yours very truly,

WILL WILSON
Attorney General of Texas

By 
John Reeves
Assistant

JR:ms:zt

APPROVED:

OPINION COMMITTEE
W. V. Geppert, Chairman

Cecil Rotsch
Henry Braswell
Pat Bailey

REVIEWED FOR THE ATTORNEY GENERAL
BY: Leonard Passmore