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# CITY OF CORSICANA, TEXAS

September 23, 2020

The Honorable H.M. Davenport  
Navarro County Judge  
300 W. 3<sup>rd</sup> Avenue  
Corsicana, TX 75110

RE: 2020 - 2021 Interlocal Agreements  
- Library Services and Animal Shelter Services  
- Transport of Mental and Juvenile Detainees

Dear Judge Davenport:

Please find enclosed original documents of the Interlocal Agreement for Library Services and Animal Shelter Services and the Interlocal Agreement for the Transport of Mental and Juvenile Detainees.

The agreements are between Navarro County and the City of Corsicana and are effective October 1, 2020 to September 30, 2021. Please return the executed original of each agreement to my attention.

Please contact me if you have any questions regarding the enclosed agreements.

Sincerely,

Connie Standridge  
City Manager

Enclosures

STATE OF TEXAS

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§  
§

COUNTY OF NAVARRO

**INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF CORSICANA AND NAVARRO COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into by and between Navarro County, a political subdivision of the State of Texas, hereinafter referred to as the "COUNTY", acting by and through its duly authorized County Judge, and the City of Corsicana, a home-rule municipal corporation, herein after referred to as the "CITY", and acting by and through its duly authorized City Manager.

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, the City and County agree to participate in an interlocal agreement for the purpose of providing public library services and animal shelter services to County residents residing outside the official incorporated City limits; and

**WHEREAS**, in order to avoid any disputes between the parties regarding the Agreement, the City and County agree to the terms and conditions outlined below; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, County and City, for the mutual consideration hereinafter stated, agree and understand as follows:

**1.00 TERM**

The term of this agreement is for a period of one (1) year commencing on October 1, 2020, and ending on September 30, 2021. Thereafter, it shall be renewed annually unless either party issues notice of intent to terminate as outlined in Section 6 of this Agreement.

**2.00 PURPOSE**

This Interlocal Agreement between the City of Corsicana and Navarro County agree to the following terms and conditions, and more fully described in the sections below:

A. The City will provide library services to County residents for payment of \$20.00 per County library user; and

B. The City will provide animal shelter services to County residents for the amount of \$41,177; and

### **3.00 LIBRARY SERVICES**

A. For the purposes and consideration herein stated and contemplated, City shall provide library services for the residents of the County residing outside the legal incorporated City limits upon presentation of proper proof by individual(s) of residence in the County for the agreed upon \$20.00 fee per user. An invoice shall be presented to the County Auditor monthly.

B. Records of County residents using Library services will be provided upon request.

### **4.00 ANIMAL SHELTER SERVICES**

The City agrees to provide County residents with animal shelter services in the unincorporated areas of Navarro County, and City agrees to provide impoundment and quarantine facilities for animals pursuant to this Agreement for the benefit of County. Cost of medical, veterinary, and rabies testing of animals delivered to the shelter by county officials is not included in this agreement.

#### **4.01 Impoundment and Disposition of Animals**

A. Any animal presented by an official of unincorporated Navarro County will be accepted by the City as part of the compensation agreed to in Section 5.00, COMPENSATION.

B. Any owned animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$25 fee.

C. Any stray animal presented by a resident of unincorporated Navarro County will be accepted by the City for a \$25 fee. Litters of puppies or kittens will be accepted for a fee of \$75.

D. Prior to the expiration of the 72-hour impoundment period, the City may euthanize an impounded animal if the Animal Services Manager of the City or the Animal Services' veterinarian recommends and approves such action.

E. Impounded animals will be released to their owners upon:

- (i) Proof of ownership;
- (ii) Proof of identification;

(iii) Arranging for a rabies vaccination for the animal if it is a dog or a cat and its vaccination is not current.

F. The ownership of impounded animals that have not been released to their owners on the expiration of the impoundment period reverts to the City, and the animals may be placed for adoption, transferred to other animal welfare agencies or euthanized, at the discretion of the City.

G. All rabies quarantined animals from the County not reclaimed by their owner may be placed for adoption, transferred to other animal shelter welfare agencies or euthanized, at the discretion of the City after ten (10) days.

H. Records of County residents using Shelter services will be provided upon request.

#### **5.00 COMPENSATION**

A. As fair compensation for animal control services rendered by the City to the County from October 1, 2020 through September 30, 2021. The County agrees to pay the \$41,177 in quarterly installments beginning October 1, 2020.

B. Pursuant to the requirements of Section 791.011(d) (3) of the Texas Government Code, the amount due City above shall be paid from revenues available to County in fiscal year 2021.

#### **6.00 TERMINATION**

It is further agreed by and between County and City that County and City shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

#### **7.00 ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

#### **8.00 MODIFICATION**

This agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by County and City.

#### **9.00 SEVERABILITY**

In case 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 thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

**10.00 AUTHORITY**

This Agreement is made for County and City as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

**11.00 AUTHORIZATION**

The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

**12.00 FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God; inclement weather; governmental restrictions, regulations, or interference; fires; strikes; lockouts, national disasters; riots; materials or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

**13.00 PRIOR AGREEMENTS**

Nothing set forth in this Interlocal Agreement shall be construed as a waiver of any party's rights or defenses regarding the enforceability of any prior agreements made between the City of Corsicana and the County of Navarro and, if this Interlocal Agreement is terminated, both parties shall have all the rights and defenses they now possess regarding the enforcement of any prior agreements.

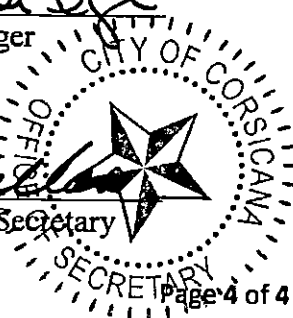
EXECUTED in duplicate this 13 day of October, 2020, in Corsicana, Navarro County, Texas.

**CITY OF CORSICANA**

Connie Standridge  
Connie Standridge, City Manager

ATTEST:

Cathy McMullan  
Cathy McMullan, Acting City Secretary



**NAVARRO COUNTY**

H. M. Davenport  
H. M. Davenport, County Judge

ATTEST:

Sherry Dowd  
Sherry Dowd, County Clerk

**STATE OF TEXAS**

**COUNTY OF NAVARRO**

**INTERLOCAL AGREEMENT FOR  
TRANSPORT OF MENTAL AND JUVENILE DETAINEES**

**THIS AGREEMENT** is made and entered into by and between Navarro County, Texas, acting by and through its duly authorized County Judge (hereinafter referred to as "County"), and the City of Corsicana, a home-rule municipal corporation situated in Navarro County, Texas, acting by and through its duly authorized City Manager (hereinafter referred to as "City").

**WITNESSETH:**

**WHEREAS**, Chapter 791 of the Texas Government Code authorizes the formulation of interlocal cooperation agreements between and among municipalities and counties for the performance of governmental functions; and

**WHEREAS**, County wishes to participate in an interlocal agreement with City for the purpose of transporting mental and juvenile detainees to appropriate state or private institutions for the benefit of City; and

**WHEREAS**, County and City mutually desire to be subject to the provisions of Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act.

**NOW, THEREFORE**, it is agreed as follows:

**1.**

**PURPOSE**

The purpose of this Interlocal Agreement is to enter into an Agreement between County and City whereby, subject to the terms and conditions hereinafter set forth and consideration specified below, County agrees to provide transportation of City's mental detainees to state and/or private mental health facilities for the benefit of City; and juvenile detainees to appropriate juvenile detention facilities for the benefit of City.

**2.**

**TERM**

The term of this Agreement is for one (1) year commencing on October 1, 2020, and ending on September 30, 2021. Thereafter, it shall be renewed annually unless either party issues notice of intent to terminate as outlined in Section 4 of this Agreement.

3.

**COMPENSATION**

- A. As fair compensation for the services rendered by County to City from October 1, 2020 through September 30, 2021, City agrees to pay County \$250.00 per transport of mental and juvenile detainees. In the event that a mental detainee requires the presence of two law enforcement officers, the transport fee shall be \$350.00. Determination of when two officers are required shall be at the discretion of the Navarro County Sheriff's Office or by Judge's orders. County will invoice City monthly, and City agrees to promptly pay within 30 days of invoice date.
- B. Pursuant to the requirements of Section 791.011(d)(3) of the Texas Government Code, the amount due County above shall be paid from revenues available to City in Fiscal year 2021.

4.

**TERMINATION**

It is further agreed by and between County and City that County and City shall each have the right to terminate this Agreement upon thirty (30) days' written notice to the other party.

5.

**ENTIRETY**

This Agreement contains all commitments and agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.

6.

**MODIFICATION**

This Agreement may be modified by the mutual agreement of the parties, if the modification is in writing and signed by County and City.

7.

**SEVERABILITY**

In case 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 thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

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**AUTHORITY**

This Agreement is made for County and City as an Interlocal Agreement pursuant to VTCA, Government Code, Chapter 791.

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**AUTHORIZATION**


The undersigned officer and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

10.  
**FORCE MAJEURE**

It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restrictions; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.

EXECUTED this 13 day of October, 2020, in Corsicana, Navarro County, Texas.

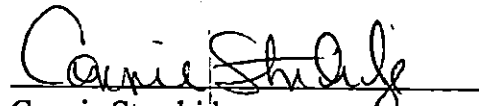
NAVARRO COUNTY

  
H. M. Davenport  
County Judge

ATTEST:



CITY OF CORSICANA

  
Connie Standridge  
City Manager

ATTEST:

