

CITY OF CORSICANA, TEXAS

November 15, 2021

The Honorable H. M. Davenport
County Judge
Navarro County Courthouse
300 West 3rd Avenue
Corsicana, Texas 75110

RE: Interlocal Agreement for Library Services and Animal Shelter Services
October 1, 2021 to September 30, 2022

Dear Judge Davenport:

Please find enclosed one executed original of the Interlocal Cooperation Agreement Between the City of Corsicana and Navarro County for your file.

Sincerely,

Connie Standridge
City Manager

Enclosure

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, 2021, and ending on September 30, 2022. 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:

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A. The City will charge County residents \$10.00 per card per year to be paid by the library user; and

B. The City will provide animal shelter services to County residents for the amount of \$50,177; and

3.00 LIBRARY SERVICES

The City will charge County residents \$10.00 per card per year to be paid by the library user.

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, 2021 through September 30, 2022. The County agrees to pay the \$50,177 in quarterly installments beginning October 1, 2021.

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 2022.

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

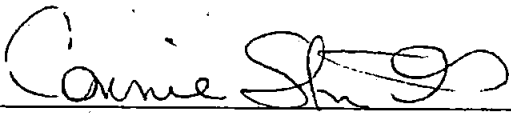
It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God; inclement weather; governmental restrictions, regulations, or interference; fires; strikes; lockouts, national disasters; 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.

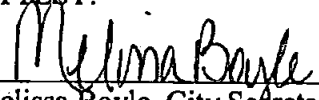
EXECUTED in duplicate this 28th day of November, 2021, in Corsicana, Navarro County, Texas.

CITY OF CORSICANA



Connie Standridge, City Manager


ATTEST:



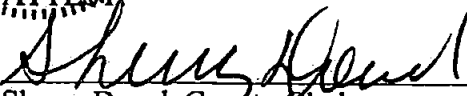
Melissa Boyle, City Secretary



NAVARRO COUNTY



H.M. Davenport, County Judge



Sherry Dowd, County Clerk