

INTERLOCAL AGREEMENT
Between
NAVARRO COUNTY, TEXAS
And
THE CITY OF CORSICANA, TEXAS
For
VARIOUS ENUMERATED SERVICES

WHEREAS, Navarro County, Texas, a political subdivision of the State of Texas, hereinafter called "County" and located at 300 W. 3rd Avenue, Corsicana, Texas, wishes to enter into an Interlocal Agreement (ILA) with The City of Corsicana, Texas, hereinafter called "City", a Home Rule City, located at 200 N. 12th Street, Corsicana, Texas, for various governmental services as set forth herein; and

WHEREAS, Section 791.011(C)(2) of the Texas Government Code permits agreements between local governments and state agencies to provide a governmental function or service that each party to the contract is authorized to perform individually.

WHEREAS, the City performs governmental functions and services through its Economic Development Department, Animal Shelter, and its EMS Operations and Ambulance Services; and

WHEREAS, the County desires to provide these services and functions to the residents of Navarro County residing outside the municipal boundaries of the City.

NOW, THEREFORE, THIS ILA IS hereby made and entered into by and between the County and City upon and for the mutual consideration stated herein:

I. GENERAL SERVICES PROVIDED

City will provide the functions and services of its Economic Development Department, Animal Shelter, EMS, and Ambulance Service to the residents of Navarro County who are located outside the municipal boundaries of the City in consideration of the following payments by the County:

1. The County will contribute to the services and functions of the Economic Development Department the sum of \$121,387.00, which represents 50% of the department's FY2025 budget.
2. The County will contribute to the services and functions of the Animal Shelter the sum of \$59,267.00, which represents 19% of the department's FY2025 budget.
3. The County will contribute to the services and functions of EMS Operation of Ambulance #7 the sum of \$161,362.00, which represents 40% of the FY2025 budget.
4. The County will contribute to the services and functions of the EMS Operations Stations \$22,000.00 for the FY2025 budget.
5. The County will contribute to the services and functions of the purchase of two ambulances the sum of \$296,125.00, which represents 50% of the cost for said units.
6. The County will reimburse the City \$250.00 for each emergency fire call made outside the City's municipal boundaries and \$100.00 if the call is a disregard.
7. The City will continue to account and bill for hazardous material responses on public right

of ways. Any hazardous material calls on private property will be billed at time and materials to the County.

The sums will be paid by the County within 30 days of the written demand from the City for each payment. The payments will be made from current County funds.

II. TERM

The Term of this ILA shall commence on October 1, 2024 through September 30, 2025, subject to annual appropriations by the County Commissioners Court. This ILA may be renewed upon mutual written agreement.

III. BREACH OF AGREEMENT

The Parties agree that in the event either Party fails to comply with, or breaches, any of the terms and provisions of this ILA, the non-breaching Party shall provide written notice to the other as soon as reasonably possible after the non-breaching Party becomes aware of the failure to comply or breach of agreement. In the event that the breaching Party fails to cure or correct such breaches within a reasonable time following the receipt of notice, but in any event no more than fifteen (15) days, the non-breaching Party shall have the right to terminate this ILA immediately.

IV. TERMINATION

In the event of a non-appropriation of funding by County, County may terminate this ILA in whole or in part by giving at least ten (10) days prior written notice thereof to the City, with the understanding that all performance under this ILA shall cease upon the date specified in such notice.

Either party may terminate the ILA in whole or in part for their convenience upon sixty (60) days advance written notice to the other party or upon mutual consent. County shall compensate the City in accordance with the terms of this ILA for all services performed at the request and for the benefit of County prior to the effective date of any such notice.

V. INSURANCE

The City and County agree that they will, at all times during the Term of this ILA, maintain in full force and effect insurance or self-insurance, to the extent permitted by applicable law under a plan of self-insurance, that is also maintained in accordance with sound accounting practices. The City and County will be responsible for their respective costs of such insurance, any and all deductible amounts in any policy and any denials of coverage made by their respective insurers.

VI. RESPONSIBILITY

The Parties agree to be responsible each for their own negligent acts or omissions, or other tortious conduct in the course of performance of this ILA without waiving any sovereign immunity, governmental immunity, or other defenses available to the Parties under federal or Texas law. Nothing in this paragraph shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities. The Parties agree that any such liability or damages occurring during the performance of this ILA caused by the joint or

comparative negligence of the Parties, or their employees, agents or officers, shall be determined in accordance with comparative responsibility laws of Texas.

VII. SOVEREIGN IMMUNITY

This ILA is expressly made subject to County and City's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable Texas and federal law. The Parties expressly agree that no provision of this ILA is in any way intended to constitute a waiver of any immunities from suit or from liability that the Parties have by operation of law. Nothing in this ILA is intended to benefit any third-party beneficiary.

VIII. RELATIONSHIP OF THE PARTIES

The City, including its elected officials, staff, employees, and volunteers, is an independent contractor and not an agent, servant, joint enterpriser, joint venturer or employee of the County. The City further represents that all personnel and consultants required in performing the services are secured at its own expense and that personnel and consultants shall not be employees or agents of or have any contractual relationship with the County.

IX. NOTICE

Any notice or certification required or permitted to be delivered under this ILA shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

Navarro County:

Hon. H.M. Davenport, Jr.
300 W. 3rd Avenue
Corsicana, Texas 75110

City of Corsicana:

Hon. Mike Fletcher.
200 N. 12th Street
Corsicana, Texas 75110

Copy to:

Will Thompson
Criminal District Attorney
300 W. 3rd Avenue, Ste. 301
Corsicana, Texas 75110

Copy to:

Jim Holgersson, Interim City Manager
200 N. 12th Street
Corsicana, Texas 75110

Kerri Anderson Donica
City Attorney
200 N. 12th Street
Corsicana, Texas 75110

X. BINDING AGREEMENT: AUTHORITY: PARTIES BOUND

This ILA has been duly executed and delivered by both parties and constitutes a legal, valid and binding obligation of the parties. Each person executing this ILA on behalf of each party represents and warrants that they have full right and authority to enter into this ILA.

XI. AMENDMENTS AND CHANGES IN THE LAW

No modification, amendment, innovation, renewal or other alteration of this ILA shall be effective unless mutually agreed upon in writing and executed by the Parties hereto. Any alteration, addition or deletion to the terms of this ILA which are required by changes in federal or State law are automatically incorporated herein without written amendment to this ILA and shall be effective on the date designated by said law.

XII. ENTIRE AGREEMENT

This ILA, including all exhibits and attachments, constitutes the entire agreement between the Parties hereto and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. This ILA may not be amended except in a written instrument specifically referring to this ILA and signed by the Parties hereto.

XIII. ASSIGNMENT

The City assures that it will not transfer or assign its respective interests in this ILA without the prior written consent of the County. The services and functions provided in this ILA are personal and any change in the department heads of the departments providing services or functions, the City will notify the County of the change and the County shall have fifteen (15) days to approve of the new department head or provide notice of termination under Paragraph IV above.

XIV. COUNTERPARTS, NUMBER, GENDER AND HEADINGS

This ILA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this ILA shall be held and construed to include any other gender and words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this ILA.

XV. FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of the County under this ILA are expressly contingent upon the availability of funding for each item and obligation contained herein for the Term of the ILA and any extensions thereto. The City shall have no right of action against County in the event County is unable to fulfill its obligations under this ILA as a result of lack of sufficient funding for any item or obligation from any source utilized to fund this ILA or failure to budget or authorize funding for this ILA during the current or future fiscal years. In the event that County is unable to fulfill its obligations under this ILA as a result of lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this ILA by written notice to the City at the earliest possible time prior to the end of its fiscal year.

XVI. SUBCONTRACTING

The City may not enter into agreements with subcontractors for delivery of the designated services outlined in this ILA without prior written consent of the County, which consent shall not be unreasonably withheld. The costs of all subcontracted services are included in the fees paid herein.

Subcontracts, if any, entered into by the City Center will be in writing and subject to all requirements herein. The City agrees that it will be responsible to County for the performance of this ILA. The City shall pay all subcontractors in a timely manner.

XVII. CHOICE OF LAWS AND VENUE

In providing services required by this ILA, City must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations. This ILA shall be governed by Texas law and exclusive venue shall lie in Navarro County, Texas. All statutes and law stated herein shall be updated as amended.

XVIII. PUBLIC INFORMATION

The City and County strictly adhere to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. In accordance with Section 552.002 of the TPIA, and at no additional charge to the other party, each party shall make any information created or exchanged with the other party pursuant to the ILA (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by the other party.

XIX. SEVERABILITY

In the event that one or more of the provisions contained in the ILA shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the ILA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and shall not affect the remaining provisions of this ILA, which shall remain in full force and effect.

NAVARRO COUNTY, TEXAS,

THE CITY OF CORSICANA, TEXAS

H. M. Davenport, Jr.
County Judge

Mike Fletcher
Mayor of Corsicana, Texas

Date: _____

Date: _____