

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, July 16, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/remotesession>

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

- A. NOTICE IS HEREBY GIVEN** of a Workshop Session and Regular Meeting of the Corinth City Council.
- B. CALL TO ORDER**
- C. WORKSHOP AGENDA**
 - [1.](#) Receive a report, hold a discussion, and receive input regarding the Corinth Community Park Master Plan.
 - [2.](#) Conduct a workshop to discuss the City’s garage sales ordinance and regulations.
 - [3.](#) Conduct a workshop to discuss the City’s alcohol sales ordinance and recent and potential future alcohol permit requests related to retail development in the City.
 - [4.](#) Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.
- D. ADJOURN WORKSHOP**
- E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE**
- F. CITIZENS COMMENTS**

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.
- G. CONSENT AGENDA**

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

 - [1.](#) Consider and act on minutes from the July 2, 2026, City Council Meeting.
 - [2.](#) Consider and act on minutes from the July 7, 2026, City Council Workshop Meeting.
 - [3.](#) Consider and act upon approval of an Interlocal Cooperation Contract between the City of Corinth and The University of Texas for participation in the Regional Security Operations Center (RSOC) program.
 - [4.](#) Consider and act on an amendment to the Street Sweeping Services Agreement with Sweeping Corporation of America, LLC, to revise the contract renewal term from two-year renewal periods to one-year renewal periods in the amount of \$40,000 annually and authorize the City Manager to execute any necessary documents.

5. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Police Department and the Lake Cities Fire Department for Shared Governance Communications and Dispatch Services for fiscal year 2026-2027.
6. Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Public Works Department, the Police Department and the Lake Cities Fire Department for use of Denton County’s radio communications system for fiscal year 2026-2027.
7. Consider and act on an Ordinance of the City of Corinth, Texas, amending Chapter 39, Code of Ethics, of the Code of Ordinances amending Section 39.03, “Definitions”, Section 39.07, “Prohibitions”, and Section 39.10 “Training”; and providing an effective date.
8. Consider and act on the continuation of a Memorandum of Understanding between the City of Corinth, on behalf of the Lake Cities Fire Department, Texas Division of Emergency Management, and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer for reimbursement of eligible deployment costs incurred by the Lake Cities Fire Department.

H. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

I. EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Lynchburg Creek
- b. City of Corinth, Texas v. Robert W. Haislip, Jr., Trustee of the RWH Heritage Trust, et al (Cause No. PR-2025-00004-B) Denton County Probate Court No. 2

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. 6600 Block S I-35E
- b. 6400 Block S I-35E
- c. 3000 Block FM 2181
- d. 4800 Block S I-35E

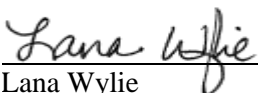
J. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Consider and take appropriate action regarding a settlement agreement between the City and identified parties in the eminent domain proceeding styled City of Corinth, Texas v. Robert W. Haislip, Jr., Trustee of the RWH Heritage Trust, et al (Cause No. PR-2025-00004-B) Denton County Probate Court No. 2; and authorizing the Mayor to execute necessary documents.

K. ADJOURN

**The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 9th day of July 2026, at 5:00 P.M., on the bulletin board at Corinth City Hall.



Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	7/16/2026	Title:	Workshop Corinth Community Park Master Plan
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		

Item/Caption

Receive a report, hold a discussion, and receive input regarding the Corinth Community Park Master Plan.

Item Summary/Background/Prior Action

The City of Corinth issued a Statement of Qualifications (SOQ) for professional services to prepare a comprehensive master plan for Corinth Community Park. Twelve proposals were received, and Dunaway Associates, L.L.C., was selected to lead the project and approved by Council on August 21, 2025.

The purpose of the Master Plan is to develop a conceptual planning document with phased cost estimates and implementation strategies to guide future investment and support grant funding opportunities.

Dunaway’s scope of work includes:

- **Data Gathering & Site Analysis:** Review of existing City data, preparation of base maps, site visits, and analysis of opportunities and constraints.- COMPLETE
- **Community Input & Program Development:** Public meetings, stakeholder engagement, surveys, and coordination with the City’s grant consultant. - COMPLETE
- **Conceptual Development:** Up to three concept plan alternatives, community and staff feedback, and a recorded presentation for online participation.- COMPLETE
- **Preliminary Master Plan:** Draft master plan exhibit, budget projections, funding strategy, and presentations to staff, Park Board, and Council.- IN PROGRESS
- **Final Master Plan:** Final document and budget projections.

To date Dunaway has completed the first three steps of the master plan. They also had a booth at Howl-O-Ween, hosted a stakeholder meeting on November 4 and a community meeting on November 12. Staff placed signs with QR codes in the park that linked to a survey and the survey link was also shared on social media. Dunaway presented the conceptual plan for the park at the February KCB Meeting, March Council work session, Egg-Streme Easter Egg Hunt, online presentation and QR codes in the park. This presentation which was shared with the KCB board in June will focus on additional detail of the preliminary master plan and budget.



Corinth Community Park

Final Master Plan



Keep Corinth Beautiful Update

July 16, 2026



Input

Complete

Community Input

Data Gathering

Howl-O-Ween Bash

Stakeholder Meeting

Community Meeting

Design

Complete

Conceptual Development

Concept Plan Alternative

Park Board Update

Final Concept Plan

Egg-Streme Easter Egg Hunt

Online Survey

Plan

Complete

Master Plan

Preliminary Master Plan

Grant Eligible Options

Park Board Update

Final Master Plan

City Council Update

Approach to Master Plan

- Recognize the Current Success of the Community Park
- Create Short & Long Term Vision for Enhancements/Redevelopment
- Consider How Future Phasing Could be Implemented
- Provide the City with a Guiding Master Plan for Various Funding and Partnerships

Community Input



Site Context



DORBA Trails

Dog Park

Soccer Fields

Multi-Purpose Fields



Baseball Fields



Sports Court and Playground



Pond Boardwalk & Viewing Platforms

Existing Conditions



Soccer Fields



Football & Soccer Fields



Multi-Purpose Field

DIAMOND SPORTS KEY

- **Field 4 - 14U+**
Base: 80' - 90'
Mound: 54' - 60'
Foul Line: 275'
- **Field 5 - 11U/12U**
Base: 70' - 84'
Mound: 50' - 54'
Foul Line: 275'
- **Field 6 - 7U/8U**
Base: 60' - 65'
Mound: 43' - 43'
Foul Line: 225'
- **Field 7 - 9U/10U**
Base: 60' - 65' - 70'
Mound: 46' - 50'
Foul Line: 225'
- **Field 8 - 7U/8U**
Base: 55' - 60'
Mound: 43'
Foul Line: 160'
- **Field 9 - Tee Ball**
Base: 55'
Mound: 43'
Foul Line: 120'
- **Fields 1-3 - Softball**
Base: 55' - 60' - 70'
Foul Line: 300'

FIELD SPORTS KEY (SOCCER)

- **U5/U6 - 30 x 20 yd**
- **U7/U8 - 35 x 25 yd**
- **U9/U10 - 60 x 40 yd**
- **U11/U12 - 75 x 50 yd**
- **U13+ - 120 x 75 yd**



Softball Field



Baseball Field



Backstop

Final Master Plan

1. Primary Roadway Access and Balance of Parking
2. Ballfield Reorganization and Enhancements
3. Park Visitor Experiences and Year-Round Recreational Offerings
4. Provide Efficiency for Maintenance



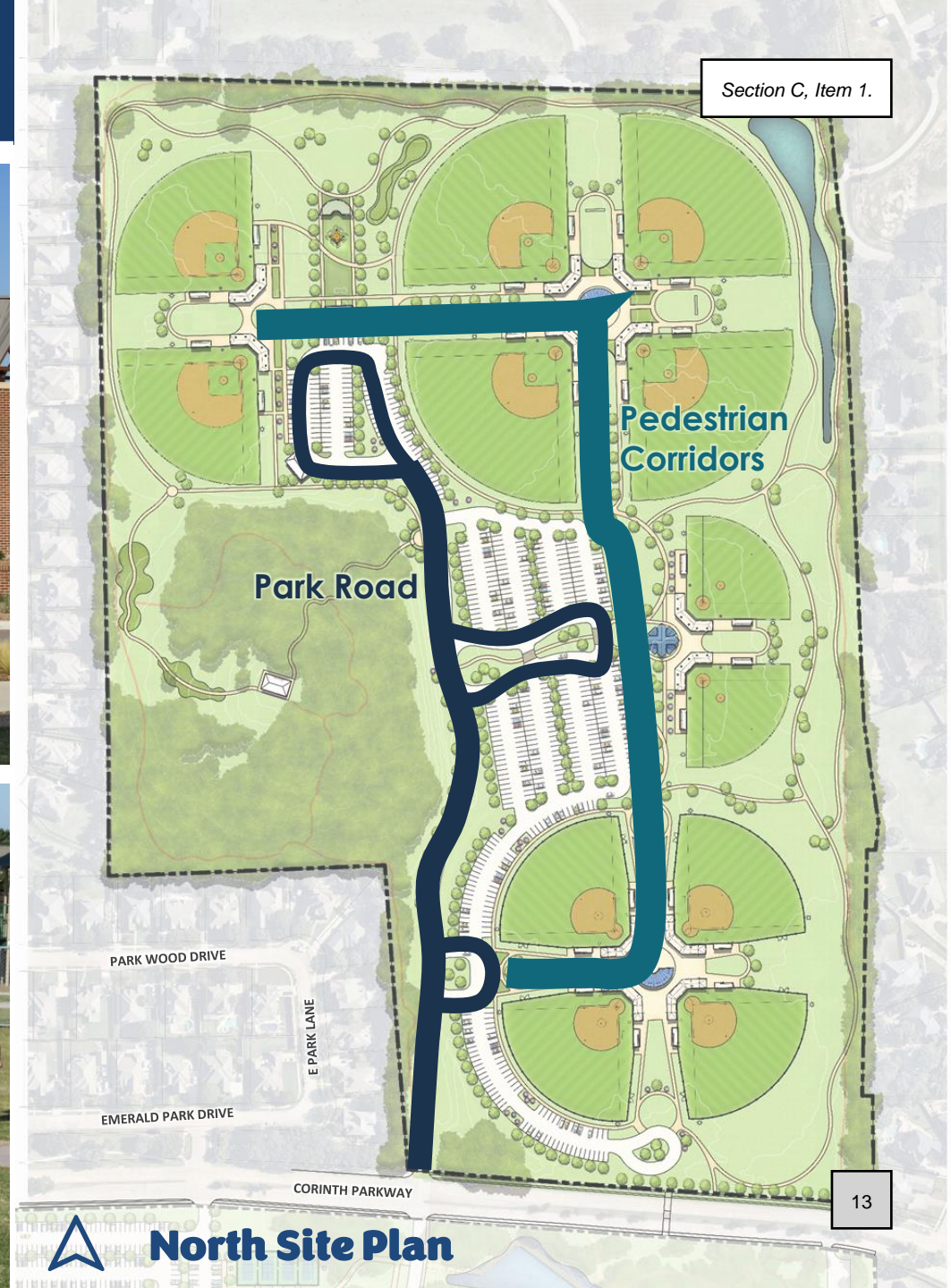
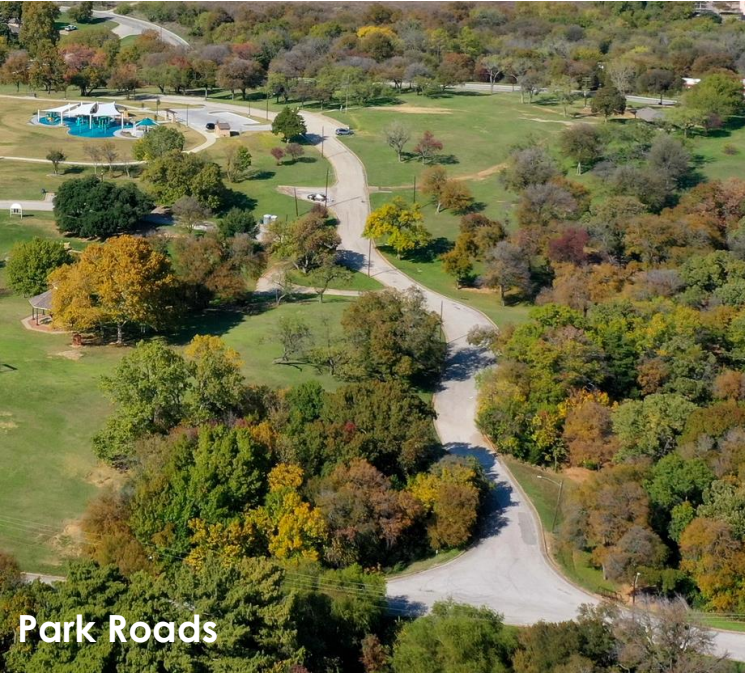
North Site Plan

Key Program Areas:

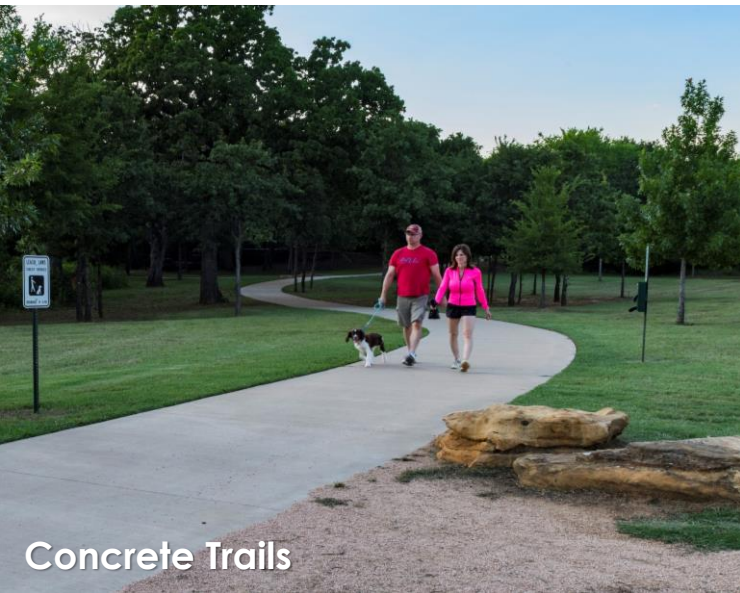
- Pedestrian & Vehicular Circulation
- Trails & Connectivity
- Diamond Sport Enhancements
- Destinations
- Support Structures
- Park Identity



Circulation



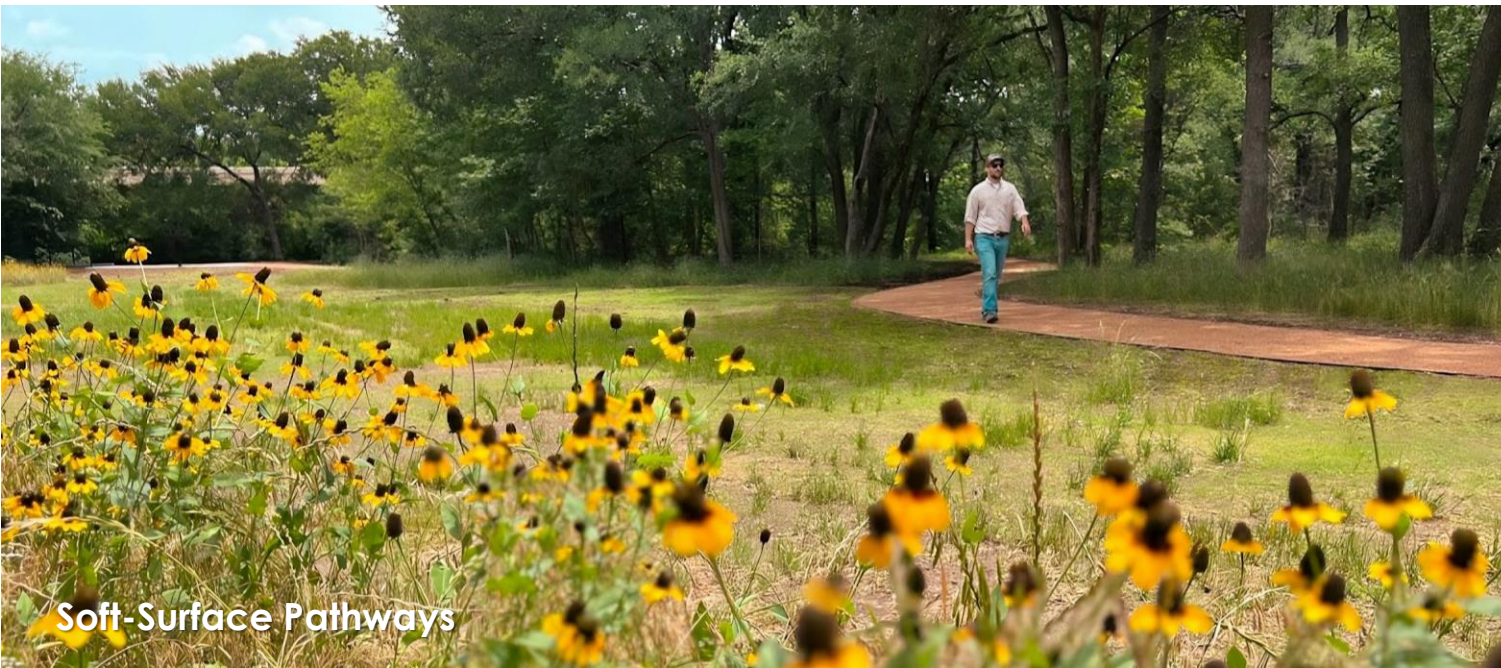
Trail System



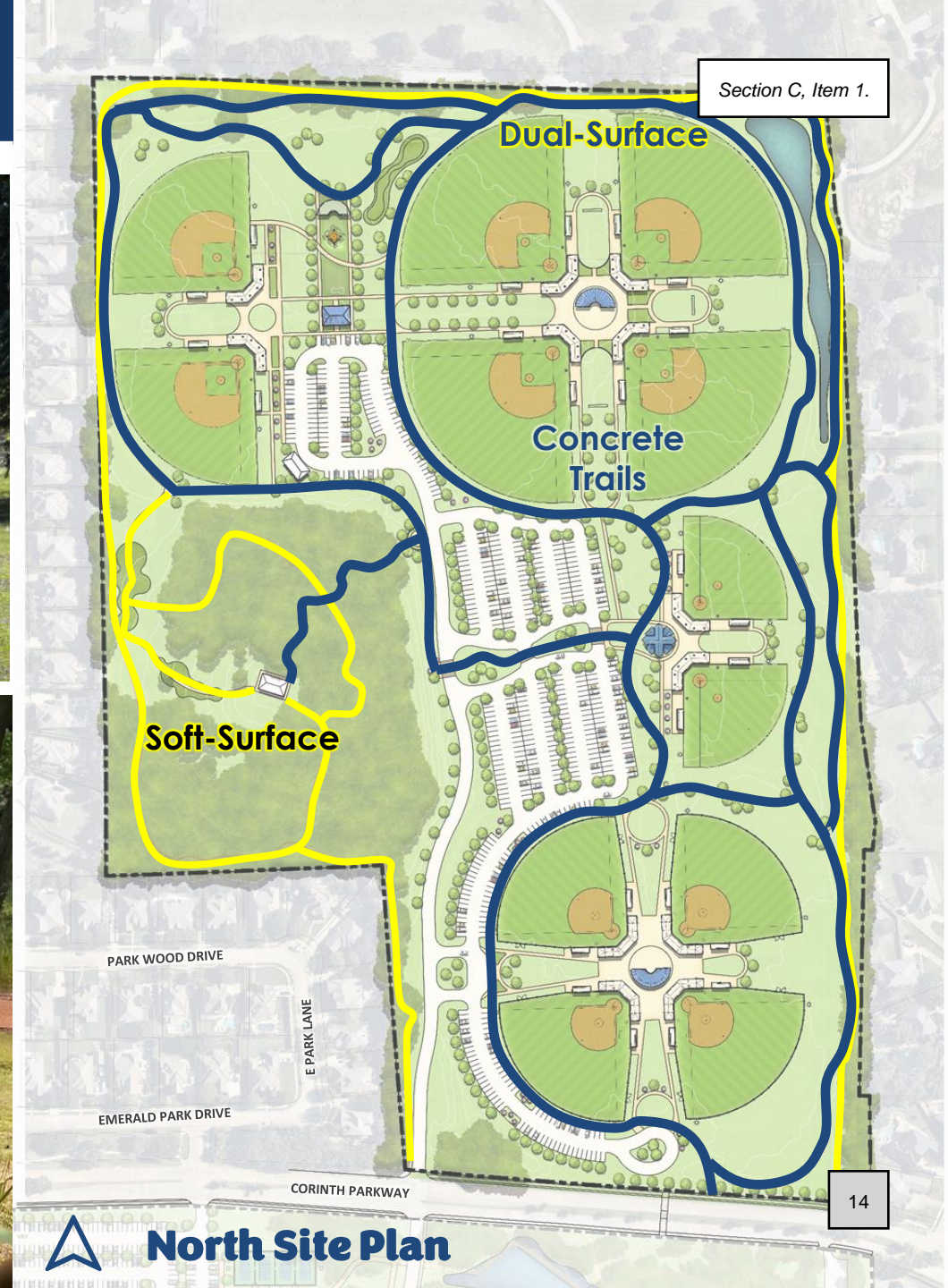
Concrete Trails



Dual-Surface Trails



Soft-Surface Pathways



Ballfields



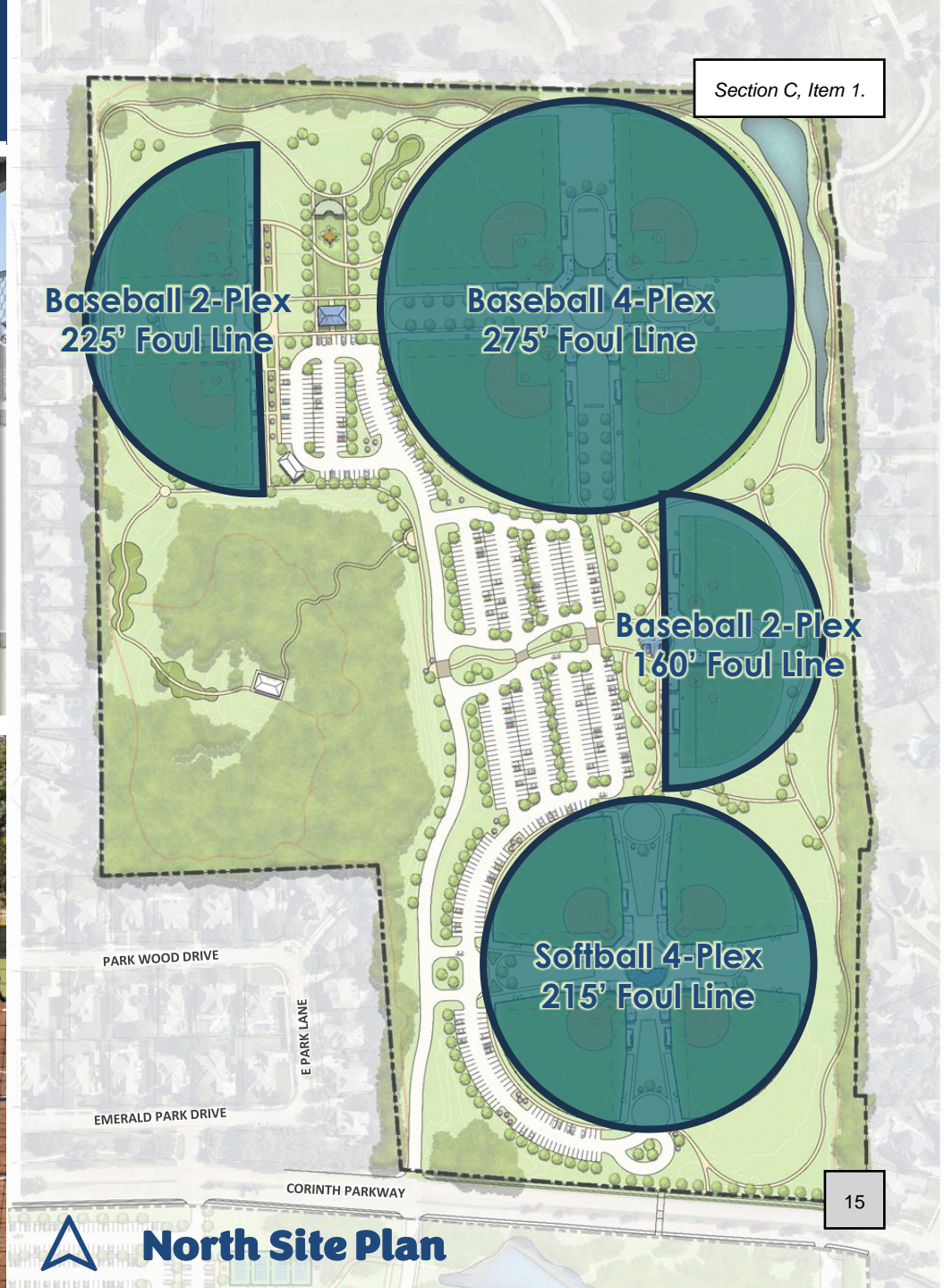
Shaded Spectator Seating



Covered Dugouts



Safety Netting



Destinations



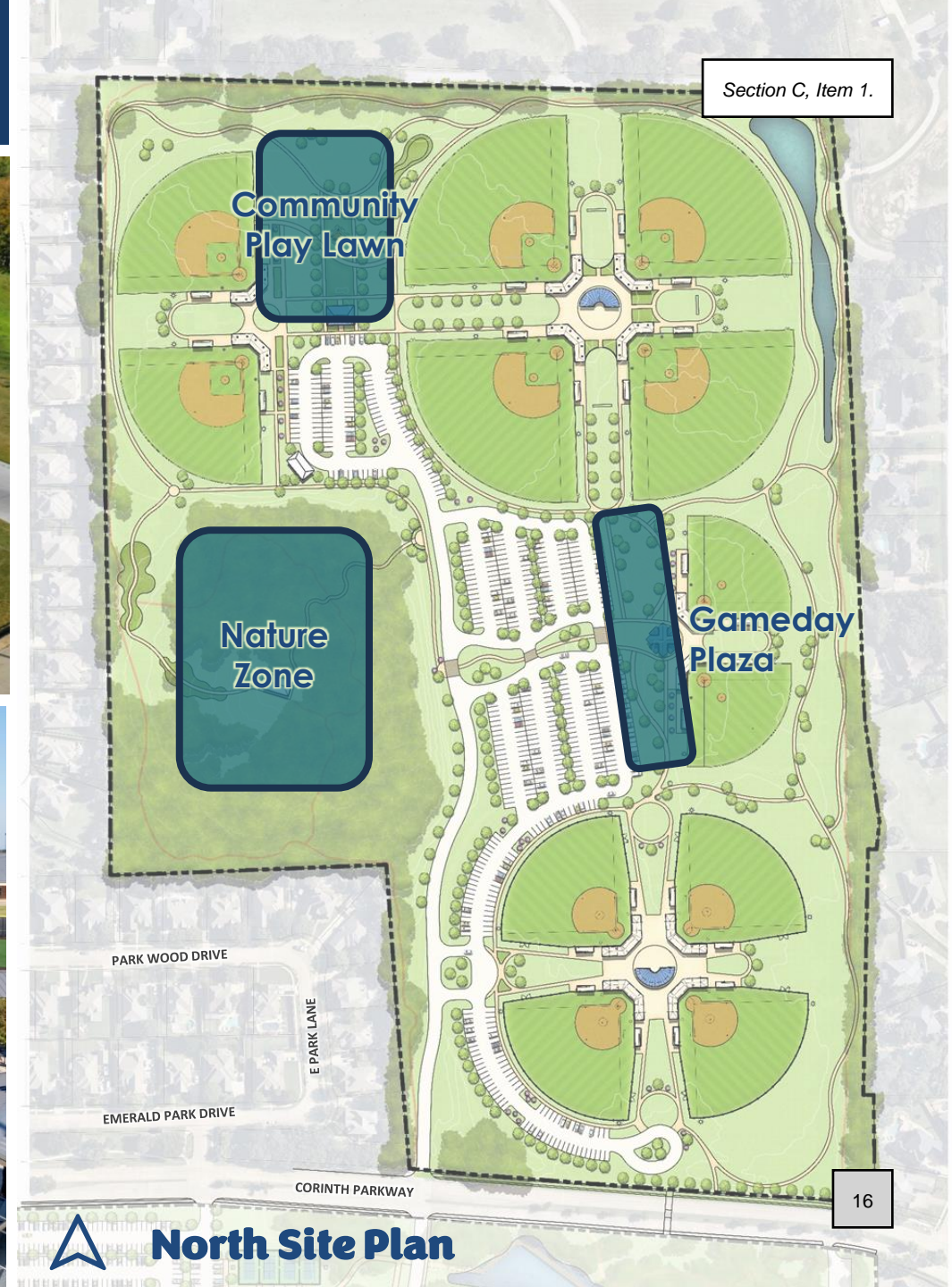
Community Play Lawn



Nature Zone



Gameday Plaza



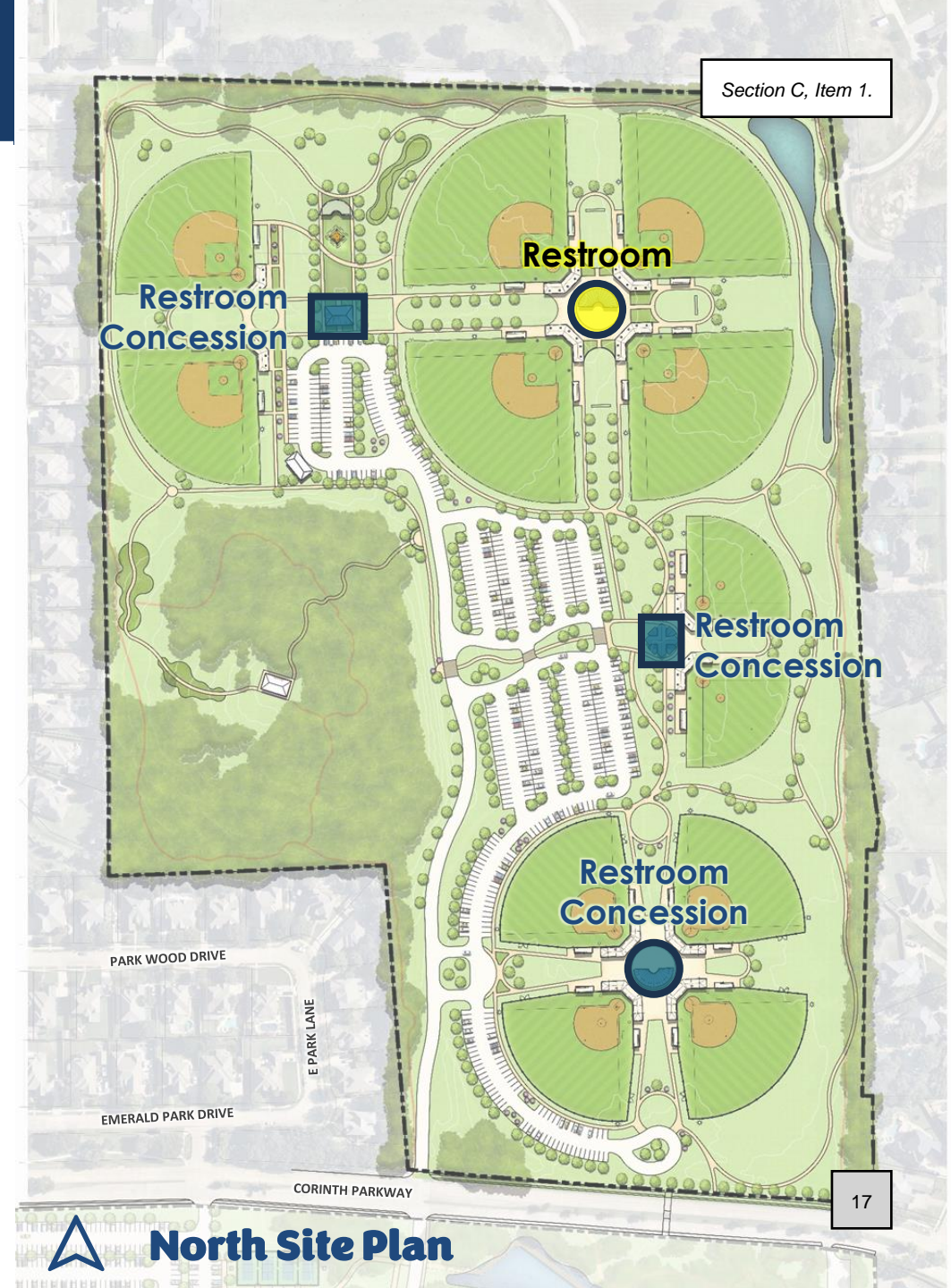
Support Structures



Paved Plaza with Restrooms



Restroom Concession / Gateway



Section C, Item 1.

Restroom
Concession

Restroom

Restroom
Concession

Restroom
Concession

PARK WOOD DRIVE

E PARK LANE

EMERALD PARK DRIVE

CORINTH PARKWAY

17

Identity



Landmarks



Monument Signage



Wayfinding



User Experience



Section C, Item 1.

Park Identity

Park Identity

South Site Plan

Section C, Item 1.

Key Program Areas:

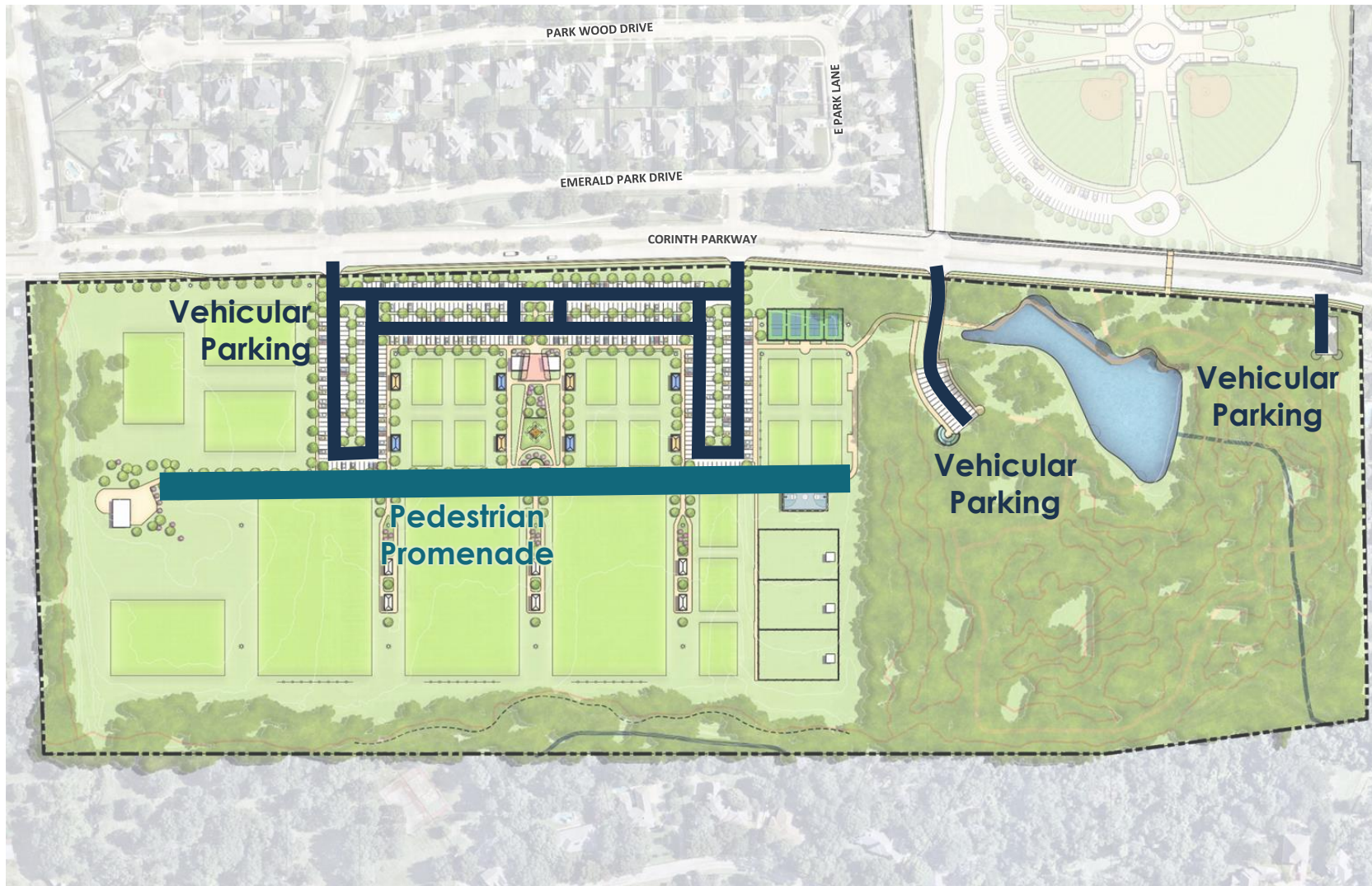
- Field Sports Enhancements
- Pedestrian Corridor
- Active Nature Zone
- Parking & Access
- Sport Courts



Circulation



Perimeter Parking



Pedestrian Promenade

Field Sports



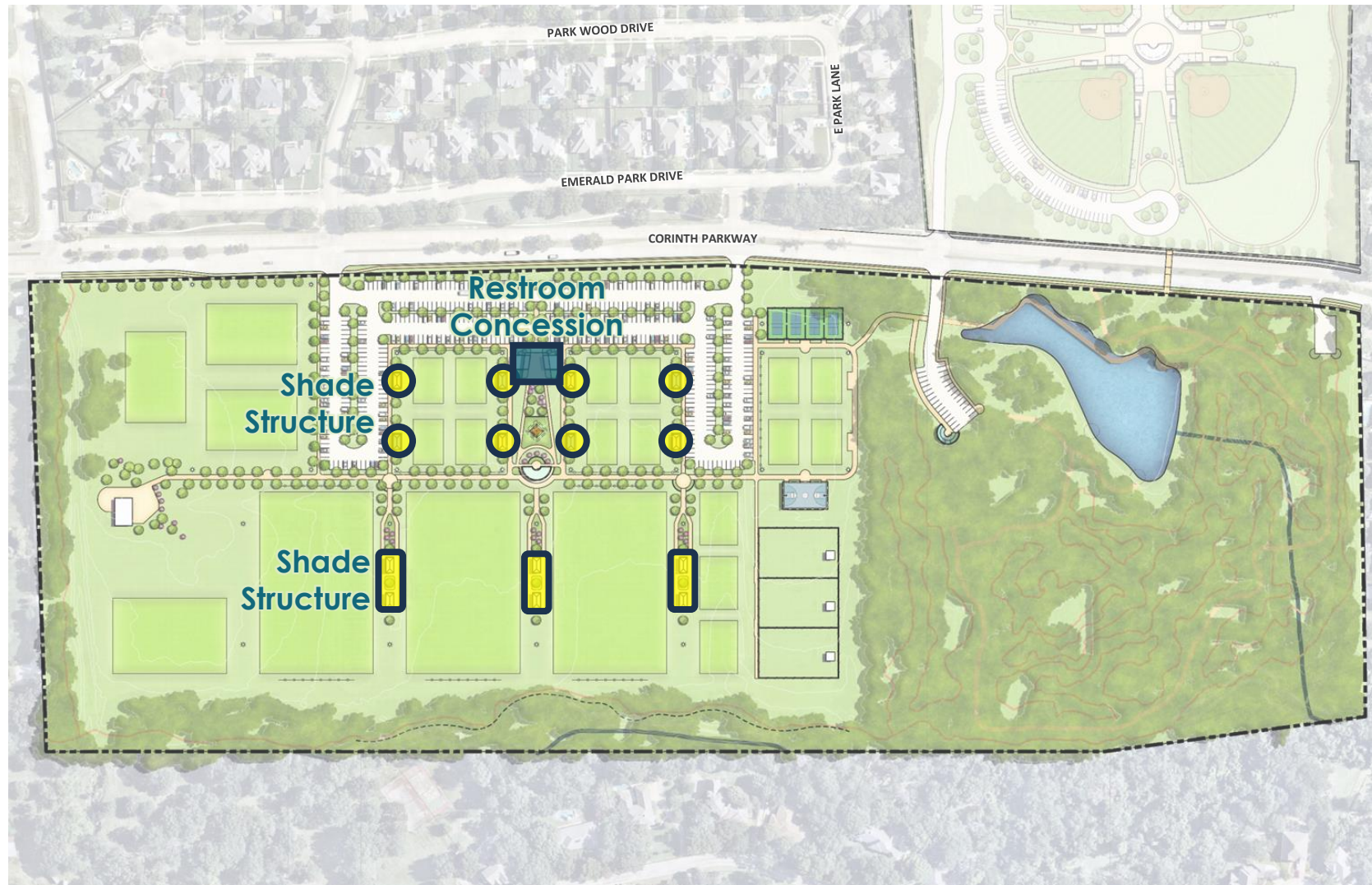
Youth Soccer



Full-Sized Fields



Support Structures



Destinations



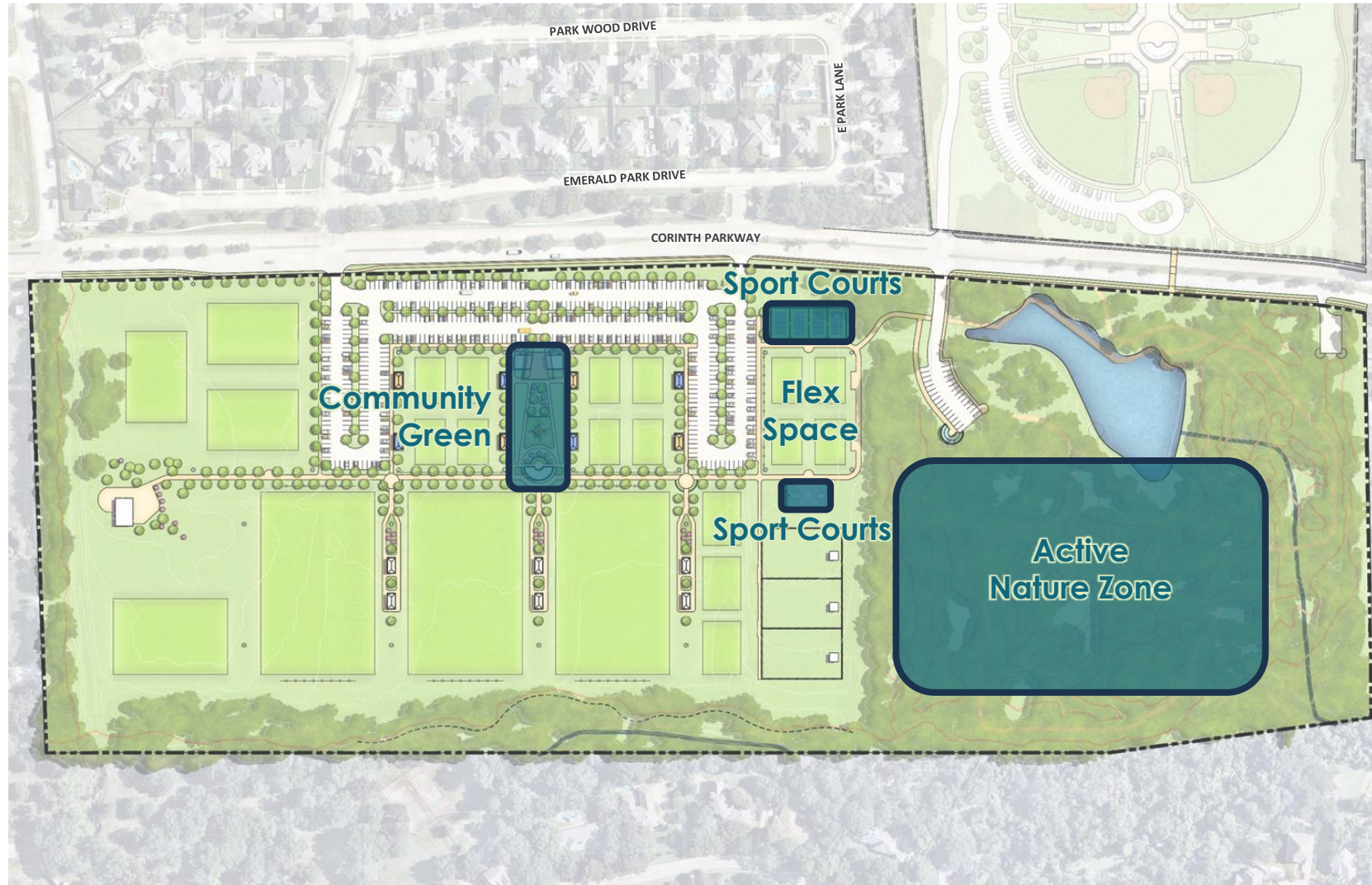
Active Nature Zone



Sport Courts



Community Green



Identity



Final Master Plan



Strategic Phasing

Coordinated Infrastructure

Partnership Opportunities







CITY OF CORINTH Staff Report

Meeting Date:	7/16/2026	Title:	Garage Sales Ordinance
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Conduct a workshop to discuss the City’s garage sales ordinance and regulations.

Item Summary/Background/Prior Action

The Ordinance regulating garage sales in Corinth was approved in 1991. Regulations include requirements that garage sales not exceed 72 hours, that no more than three are allowed per residence per year, and that up to seven signs are allowed to be placed within the public right-of-way. Staff will present existing regulations for discussion and input.

ORDINANCE NO. 91-09-19-30

AN ORDINANCE OF THE CITY OF CORINTH, REGULATING THE SALE OF NEW, USED OR SURPLUS GOODS OR PROPERTY BY INDIVIDUALS; PROVIDING DEFINITIONS; PROVIDING FOR THE ISSUANCE OF PERMITS; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE, PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is a need to regulate the sale of new, used or surplus goods or property at or upon property used for residential purposes; and

WHEREAS, the City Council of the City of Corinth, Texas wishes to permit regulated sales by individuals who reside within the City of Corinth.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

SECTION I

DEFINITIONS:

ESTATE SALE: shall mean a sale held for the purpose of disposing of goods that are part of an individual estate, and when sale takes place at any private residence.

GARAGE SALE: shall mean sales held where the goods or products are primarily exhibited within the garage, attached or unattached, of any private residence.

RESIDENCE: shall mean any structure used as a dwelling place.

TEMPORARY SIGN: shall mean any sign or notice erected, exhibited or placed to advertise, or give notice, that a garage, yard, estate sale is to take place or is in progress or giving the location of any sale.

VEHICLE: shall mean any automobile, truck, boat, trailer or other motorized or non-motorized device designed, converted or used to transport persons, livestock or goods, except bicycles.

VEHICLE SALE: shall mean the sale or offer for sale of any vehicle.

YARD SALE: shall mean sales where the goods or products are exhibited within or upon the yard, lawn or any outside area of a private residence.

Ordinance No. 91-09-19-30
Page 2

SECTION II

GARAGE/YARD/ESTATE SALES - PERMIT REQUIRED:

It shall be a violation for any individual, or group of individuals to hold a garage sale, yard sale or estate sale, as defined by this ordinance, at a residence located within the City of Corinth without first having obtained a permit from the Building Official of the City of Corinth. Permits shall be issued without charge and must be obtained prior to conducting the sale or placement of signs advertising the sale.

SECTION III

LIMITS OF PERMITS:

Permits for garage, yard and estate sales shall not be issued for a period exceeding seventy-two (72) hours and not more than one permit per residence shall be issued more than three times per calendar year.

SECTION IV

SIGNAGE:

Persons conducting a garage sale, yard sale, or estate sale may post no more than seven signs, not larger than twenty-four (24) inches in width and twenty-four inches in height, not including the pole on which it is mounted, advertising or giving the location of such sale. Signs erected, exhibited or placed for this purpose must contain in legible writing the dates and permit number of such sale. Signs may not be erected upon any public right-of-way earlier than one day prior to the sale and must be removed no later than the day following such sale. Signs in violation of this provision may be confiscated without notice by the Building Official or any Police Officer of the City of Corinth.

SECTION V

VEHICLES (PERMIT NOT REQUIRED)

This section of the ordinance is not intended to prohibit the legitimate sale of private vehicles by individuals, but is designed to prohibit business operation in residential areas and unauthorized commercial areas.

Persons may not offer for sale more than two vehicles, as defined by this ordinance, at any one time, upon the grounds or premises of any private residence within the City. Vehicles for sale shall be registered in the name of the property owner or a member of his immediate family. Vehicles shall not be parked on streets or public rights-of-way for the purpose of sale.

Ordinance No. 91-09-19-30
Page 3

SECTION VI

All ordinances or portions of ordinances of the City in conflict with the provisions of this ordinance are hereby repealed and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION VII

Should any paragraph, sentence, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of any portion of this ordinance, except that part so adjudged.

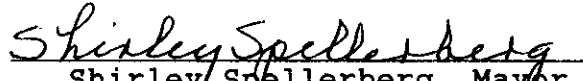
SECTION VIII

Any person, firm, or corporation violating any of the provisions of this ordinance shall, upon conviction, be guilty of a misdemeanor and shall be punished by a fine not to exceed two hundred dollars (\$200.00) for each violation.

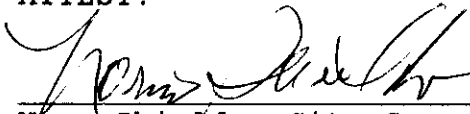
SECTION IX

This ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OR CORINTH, TEXAS, THIS 19th DAY OF September, 1991.


Shirley Spellerberg, Mayor
City of Corinth, Texas

ATTEST:


Norm Shields, City Secretary
City of Corinth, Texas



CITY OF CORINTH Staff Report

Meeting Date:	7/16/2026	Title:	Alcohol Sales Ordinance
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Conduct a workshop to discuss the City’s alcohol sales ordinance and recent and potential future alcohol permit requests related to retail development in the City.

Item Summary/Background/Prior Action

City staff will provide an overview of the existing alcohol sales ordinance and recent and potential future alcohol permit requests related to retail development in the City.



CITY OF CORINTH Staff Report

Meeting Date:	7/16/2026	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the July 2, 2026, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION – MINUTES

Thursday, July 02, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/city-council/page/city-council-workshop-and-regular-session-130>

STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH

On this, the 2nd day of July 2026, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members:

- Scott Garber, Mayor
- Sam Burke, Mayor Pro Tem
- Heath Schadegg, Council Member
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

Staff Members Present:

- Scott Campbell, City Manager
- Lana Wylie, City Secretary
- Patricia Adams, City Attorney
- Wendell Mitchell, Police Chief
- Glenn Barker, Director of Public Works
- Melissa Dailey, Director of Community & Economic Development
- Melissa Dolan, Parks, Recreation & Strategic Asset Manager
- Tanner Gregg, Parks Supervisor
- Carin Zeman, Event Coordinator
- Brenton Copeland, Chief Technology Officer
- Presley Sequeira, Technology Services Project Manager
- Lance Stacy, Marshal

CALL TO ORDER

Mayor Garber called the Workshop Session to order at 5:45 P.M.

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and provide staff direction on potential amendments to the Ethics Ordinance regulation.

The item was presented and discussed.

2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

No items for the Regular Meeting Agenda were discussed.

ADJOURN WORKSHOP

Mayor Garber adjourned the Workshop Session at 6:02 P.M. and convened into Executive Session at 6:05 P.M.

EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. Senate Bill 785
- b. Lynchburg Creek

Section 551.0761 - Deliberation Regarding Critical Infrastructure Facility. Authorizes a governmental body to conduct a closed meeting to deliberate a cybersecurity measure, policy, or contract solely intended to protect a critical infrastructure facility located in the jurisdiction of the governmental body.

- a. Cybersecurity Presentation

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. 1400 - 1500 block N Corinth Street
- b. 5700 block of S I-35 E

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Mayor Garber recessed the Executive Session at 7:17 P.M.

No action was taken.

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

Mayor Garber called the Regular Meeting to order at 7:22 P.M.

PROCLAMATIONS AND PRESENTATIONS

- 1. Proclamation declaring July Parks and Recreation Month.

Council Member Schadegg read and presented the Proclamation to the Parks Department staff.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

No citizens spoke during Citizen Comments.

CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- 2. Consider and act on minutes from the June 18, 2026, City Council Meeting.

Motion made by Council Member Henderson: I move to approve. Seconded by Mayor Pro Tem Burke.

Voting Yea: Council Member Schadegg, Council Member Rayl, Mayor Pro Tem Burke, Council Member Henderson, Council Member Pickens

PUBLIC HEARING

- 3. Conduct a Public Hearing to consider testimony and act on an Ordinance pursuant to Chapter 311 of the Texas Tax Code to consider terminating the City of Corinth, Texas Tax Increment Reinvestment Zone Number Three and dissolving the Board of Directors and Tax Increment Fund for the Zone.

Mayor Garber opened the Public Hearing at 7:29 P.M. and immediately closed it.

No comments were made during the Public Hearing.

Motion made by Mayor Pro Tem Burke: I move to approve Ordinance No. 26-07-02-21 terminating Tax Increment Reinvestment Zone No. 3, dissolving the Board of Directors and dissolving the tax increment fund. Seconded by Council Member Rayl.

Voting Yea: Council Member Schadegg, Council Member Rayl, Mayor Pro Tem Burke, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

- 4. Consider and act on an Ordinance of the City of Corinth approving an amendment in the amount of \$2,127,425 to the fiscal year 2025-2026 budget and annual program of services to allocate funds necessary for the purchase of a 2.67-acre parcel of land; and providing an effective date.

Motion made by Council Member Henderson: I move to approve Ordinance No. 26-07-02-22 amending the fiscal year 2025-2026 Economic Development Corporation Annual Budget for the purchase of a 2.67-acre parcel of land. Seconded by Mayor Pro Tem Burke.

Voting Yea: Council Member Schadegg, Council Member Rayl, Mayor Pro Tem Burke, Council Member Henderson, Council Member Pickens

- 5. Consider and act on a Resolution approving an economic development project within Tax Increment Financing Reinvestment Zone Number 2 (TIRZ #2) for the acquisition of a 2.67 acre-tract, more commonly identified as 5790 South Interstate 35.

Motion made by Mayor Pro Tem Burke: I move to approve Resolution No. 26-07-02-14 approving an Economic Development project within Corinth TIRZ No. 2 and a reimbursement agreement between Corinth TIRZ No. 2 and the Corinth Economic Development Corporation for the reimbursement of 50% of land acquisition costs for a 2.67-acre tract within TIRZ No. 2; and confirming project related actions. Seconded by Council Member Pickens.

Voting Yea: Council Member Schadegg, Council Member Rayl, Mayor Pro Tem Burke, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

- Council Member Pickens
- Council Member Henderson
- Council Member Rayl
- Council Member Schadegg
- City Manager Campbell

ADJOURN

Mayor Garber adjourned the meeting at 7:38 P.M.

Approved by the Council on the _____ day of _____ 2026.

Lana Wylie

Lana Wylie
City Secretary
City of Corinth, Texas



CITY OF CORINTH
Staff Report

Meeting Date:	7/16/2026	Title: Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on minutes from the July 7, 2026, City Council Workshop Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL SPECIAL WORKSHOP SESSION - MINUTES

Tuesday, July 07, 2026 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.corinthtx.gov/city-council/page/city-council-special-workshop-session-5>

**STATE OF TEXAS
COUNTY OF DENTON
CITY OF CORINTH**

On this, the 7th day of July 2026, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members:

- Scott Garber, Mayor
- Sam Burke, Mayor Pro Tem – Not Present
- Heath Schadegg, Council Member
- Lindsey Rayl, Council Member
- Tina Henderson, Council Member
- Kelly Pickens, Council Member

Staff Members Present:

- Scott Campbell, City Manager
- Lee Ann Bunselmeyer, Director of Finance, Communications & Strategic Services
- Glenn Barker, Director of Public Works

CALL TO ORDER

Mayor Garber called the Special Workshop Session to order at 5:45 P.M.

WORKSHOP AGENDA

1. Receive a report, hold a discussion, and establish City Council priorities to guide the development of the Fiscal Year 2026–2027 Annual Budget.

The item was presented and discussed.
2. Receive a presentation, hold a discussion, and give staff direction on the Capital Improvement Program.

The item was presented and discussed.

ADJOURN WORKSHOP

Mayor Garber adjourned the Workshop Session at 7:25: P.M. and immediately convened into Executive Session under Section 551.074.

EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

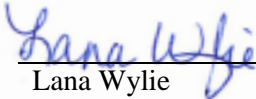
Section 551.074 - Personnel Matters. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.

- a. City Manager duties/oversight regarding personnel and department structure.

ADJOURN

Mayor Garber adjourned the Executive Session at 7:45 P.M.

Approved by the Council on the _____ day of _____ 2026.



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH
Staff Report

Meeting Date:	7/16/2026	Title:	RSOC Interlocal Agreement
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act upon approval of an Interlocal Cooperation Contract between the City of Corinth and The University of Texas for participation in the Regional Security Operations Center (RSOC) program.

Item Summary/Background/Prior Action

The City of Corinth utilizes a variety of technology systems and network infrastructure to support municipal operations and the delivery of services to residents. As cybersecurity threats continue to increase in frequency and sophistication, the City seeks to enhance its ability to monitor, detect, respond to, and mitigate potential cyber incidents.

The proposed Interlocal Cooperation Contract with The University of Texas will allow the City of Corinth to participate in the Regional Security Operations Center (RSOC) program established under Chapter 2063 of the Texas Government Code. The RSOC program was created by the State of Texas to provide local governments and other eligible entities with access to cybersecurity monitoring, threat detection, incident response assistance, and related security services through regional partnerships.

Under this agreement, The University of Texas will operate the RSOC and provide cybersecurity services as described in the associated Service Description. Participation in the program will provide the City with access to advanced cybersecurity resources and expertise that may otherwise be cost-prohibitive to obtain independently. The RSOC will use reasonable efforts to monitor and assist in protecting the City’s information technology environment from cybersecurity threats and incidents.

The contract establishes the terms under which the City may participate in the RSOC program and acknowledges that the contractual relationship exists solely between the City of Corinth and The University of Texas.

Financial Impact

There is no direct fiscal impact associated with approval of this Interlocal Cooperation Contract.

Applicable Policy/Ordinance

The agreement is authorized under the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and supports the intent and purpose of Chapter 2063 regarding Regional Security Operations Centers.

Staff Recommendation/Motion

Staff recommends approval of the Interlocal Cooperation Contract between the City of Corinth and The University of Texas for participation in the Regional Security Operations Center (RSOC) program.



CITY OF CORINTH
Staff Report

Meeting Date:	7/16/2026	Title: Contract Street Sweeping
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an amendment to the Street Sweeping Services Agreement with Sweeping Corporation of America, LLC, to revise the contract renewal term from two-year renewal periods to one-year renewal periods in the amount of \$40,000 annually and authorize the City Manager to execute any necessary documents.

Item Summary/Background/Prior Action

The City contracts with Sweeping Corporation of America, LLC provides for quarterly sweeping of residential streets and includes additional services for special events, sand sweeping, and emergency response. Street sweeping is a key Best Management Practice (BMP) required under the City's Municipal Separate Storm Sewer System (MS4) permit to reduce pollutants from entering the storm drain system.

The proposed amendment updates the Street Sweeping Services Agreement with Sweeping Corporation of America, LLC, to revise the contract renewal term from two year renewal periods to one year renewal periods. Staff has determined that annual renewals better aligns the agreement with the City's annual budget process, and Municipal Separate Storm Sewer System (MS4) permit review cycle. Annual renewals provide the City the opportunity to evaluate contractor performance, verify compliance with stormwater program requirements, and address regulatory or operational changes while maintaining uninterrupted street sweeping services.

The amendment also establishes an annual not-to-exceed contract amount of \$40,000, consistent with the funding included in the City's adopted annual operating budget for Stormwater. All other terms, conditions, scope of work, unit pricing, and performance requirements of the agreement remain unchanged.

Financial Impact

The proposed amendment establishes an annual not to exceed contract amount of \$40,000, consistent with the funding included in the FY 2025-26 adopted Stormwater Maintenance Operating Budget. The amendment does not modify the contractor's unit pricing, scope of services, or performance requirements. Future contract renewals will remain subject to annual budget appropriations by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the First Amendment to the Street Sweeping Services Agreement with Sweeping Corporation of America, LLC. The amendment provides for annual contract renewals and establishes an annual not-to-exceed contract amount of \$40,000, aligning the agreement with the City's annual budget process and MS4 Best Management Practice (BMP) program while maintaining the existing scope of services, unit pricing, and performance requirements.

**FIRST AMENDMENT TO CONTRACT BETWEEN
CITY OF CORINTH AND SWEEPING CORPORATION OF AMERICA, LLC**

THIS FIRST AMENDMENT (the “First Amendment”) TO THE CONTRACT FOR STREET SWEEPING SERVICES (the “Contract”) is entered into by and between Sweeping Corporation of America, LLC, (hereinafter “Contractor”) and City of Corinth, Texas, Denton County, State of Texas, a home rule municipality, (hereinafter “City” or “Client”); each may also be individually referred to as a “Party” and collectively referred to as “Parties”.

WHEREAS, on March 30, 2025, the City entered into a Contract for Street Sweeping Services (the “Contract”) with Contractor wherein Contractor was to provide all equipment, materials, supplies, labor, permits, insurance and licenses as necessary to perform Street Sweeping Services in accordance with the provisions of the Contract; and

WHEREAS, the initial term of the Contract was for a period of two (2) years and funds were budgeted accordingly; and

WHEREAS, on May 30th, 2026, Staff identified a scrivener’s error in the Contract and determined that the Term specified in the Contract was inconsistent with the Term of the Contract as approved by City Council and identified that the City had budgeted funds for payment of the contracted services at a maximum annual payment to Contractor not to exceed \$40,000 per each annual term; and

WHEREAS, the City and Contractor determined it necessary to enter into this First Amendment to correct the scrivener’s error and clarify the annual payment amount and terms as approved by the City Council; and

WHEREAS, the City Council has determined it necessary and beneficial to approve this First Amendment pursuant to the terms set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

First Amendment

Section 1. Recitals. The foregoing Recitals are true and correct legislative findings of the City Council and are incorporated herein for all purposes.

Section 2. Capitalized Terms. All capitalized terms used in this First Amendment but not defined herein shall have the meaning assigned to such terms in the Contract.

Section 3. Amendments. Section 1, “Term” and Section 3, “Payment” of the Original Contract shall each be amended to read in their entirety as follows and all other sections and subsections of the Original Contract not expressly amended hereby shall remain without amendment:

“Section 1. TERM

The term of the Contract shall begin on March 1, 2026 and shall expire on March 1, 2027 unless earlier terminated by either party in accordance with the terms of this contract.

This contract may be renewed for two (2) additional one-year periods if agreed upon in writing by both parties, and subject to appropriations and the same terms and conditions.”

...

“Section 3. PAYMENT.

Upon Contractor’s satisfactory completion of the requirements of this Contract, as determined by the City, and receipt and approval of Contractors’ invoices, submitted to Accounts Payable, City will pay Contractor in accordance with the Scope of Work and this Contract. Contractor’s periodic and final invoices shall be accompanied by sufficient backup documentation as required by City. The total payments by City during each one-year term and renewal term of this Contract shall not exceed **Forty Thousand and No/100 Dollars (\$40,000.00)** per each one-year term unless an amendment to this Contract is agreed upon and executed by the Parties, subject to annual appropriations. City does not guarantee any minimum or maximum quantity of work, and Contractor shall have no claim to damages in the event the quantities purchased by City are less than the estimated quantities of work identified in the Scope of Work.

Invoices shall be mailed or emailed directly to:

City of Corinth
Accounts Payable
3300 Corinth Parkway
Corinth, Texas 76208
accountspayable@cityofcorinth.com

The City shall pay invoices for services properly performed within thirty (30) days of receipt of such invoice; provided however, that in the event the City requests any supporting documentation for charges, payment shall be made within thirty (30) days of receipt of the requested documentation. The City’s payment obligations are payable only and solely from funds available for the purposes of this Contract. The City does not pay travel expenses.

Please reference Contract #2025-1025 on all reports, invoices, and correspondence.”

Section 4. Ratification. The Parties acknowledge and agree that, except as amended herein, the Contract remains in full force and effect and is hereby ratified and confirmed as amended by this First Amendment. Notwithstanding the foregoing, in the event there is any conflict between the terms and provisions of the Contract and this First Amendment, the terms and provisions of this First Amendment shall control.

Section 5. Severability. In case any one or more of the provisions contained in this Amendment 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 hereof, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Section 6. Authority. Each Party hereto agrees and represents that the person signing below on behalf of such Party is a duly authorized representative with authority to execute this First Amendment and bind such Party to its terms.

Section 7. Entire Agreement. This First Amendment contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein amended. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed as of _____, 2026.

CITY OF CORINTH, TEXAS

By: _____
Scott Campbell, City Manager

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia Adams, City Attorney

**SWEEPING CORPORATION FO
AMERICA, LLC - CONTRACTOR**

By: _____
Brad Becker, Regional Vice

President

WITNESSED:

By: _____

Printed Name/Title



CITY OF CORINTH
Staff Report

Meeting Date:	7/16/2026	Title:	Agreement ILA –Denton County, City of Corinth Police Department & Lake Cities Fire Department – 911 Dispatch FY 2026-2027 (ILA – Shared Governance Communications & Dispatch Services System)
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth on behalf of the Police Department and the Lake Cities Fire Department for Shared Governance Communications and Dispatch Services for fiscal year 2026-2027.

Item Summary/Background/Prior Action

The Police and Fire Departments have partnered with the Denton County Sheriff’s Office for 911 calls and dispatch services for more than 20 years. The fee for this service is based on the amount of use. The County provides 24-hour, 7 days per week support for Corinth and the Lake Cities, utilizing their staff and equipment. The County provides this service to other police and fire departments throughout Denton County, which reduces the cost per agency.

Financial Impact

Each department budgets for the service annually.

The estimated cost for FY 2026-2027:

- Lake Cities Fire Department - \$43,650, a \$68 increase from FY 25/26
- Corinth Police Department - \$94,756, a \$2,576 increase from FY 25/26

Staff Recommendation/Motion

Staff recommends approval as presented.

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: City of Corinth Texas - Lake Cities Fire Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

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

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2026**, and ending on **September 30, 2027**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days' written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency the proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency’s percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency’s percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency’s CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff’s Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency’s communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff’s Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit “B”***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit “A”*** to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	City of Corinth Texas – Lake Cities Fire Department
Contact Person	Chad Thiessen, Fire Chief
Address	3501 FM 2181, #B
City, State, Zip	Corinth, TX 76210
Telephone	940-279-4590
Email	chad.thiessen@lakecitiesfire.com

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Scott Garber, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Chad Thiessen, Fire Chief

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2026-27 Budget Year

Denton County Sheriff's Office

911 Dispatch Agreement

Agency Payment Worksheet / Invoice

Agency: City of Corinth - Lake Cities Fire Department
 Chief Thiessen, Scott Campbell
 and/or Lana Wylie
 Payment Contact Person(s):
 Phone Number: 940-498-3242
 Email: chad.thiessen@lakecitiesfire.com
scott.campbell@cityofcorinth.com
lane.wylie@cityofcorinth.com
 Address: 3300 Corinth Parkway
 City, State, Zip: Corinth, TX 76208

	\$43,649.25	FD
AGENCY TOTAL AMOUNT DUE	\$43,649.25	

Agency should include a copy of this invoice with payment

Makes checks payable to: Denton County

Send payments to: 1 Courthouse Drive Suite 1400
Denton, TX 76208

****PLEASE NOTE THE ADDRESS CHANGE FROM PREVIOUS INVOICES****

For questions regarding payment receipt: (940) 349-3150
treasurer@dentoncounty.gov

Payment Plan Options	One Annual Payment (100%)	<input type="checkbox"/>
	Two Payments (50%)	<input type="checkbox"/>
	Four Payments (25%)	<input type="checkbox"/>
	Tweleve Monthly Payments	<input type="checkbox"/>

Agency MUST select one payment option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2026-2027

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF’S OFFICE
Non-Twenty-Four-Hour Terminal Agency	City of Corinth Texas – Lake Cities Fire Department

This document constitutes an agreement between the following parties:

The Twenty-Four-Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non-Twenty-Four-Hour Terminal Agency.

All records must be entered with the Twenty-Four-Hour Agency’s ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non-Twenty-Four Hour Agency, which may include cancelling of records entered for the Non-Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurance that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non-Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non-Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non-Twenty-Four Hour Agency may, upon thirty days’ written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF’S OFFICE

**CITY OF CORINTH TEXAS –
LAKE CITIES FIRE DEPARTMENT**

N/A

N/A

By: **Tracy Murphree**

By:

Title: **Denton County Sheriff**

Title:

Date: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: City of Corinth Texas, Corinth Police Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

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

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2026** and ending on **September 30, 2027**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on ***Exhibit "A"***.
- 5.2. The Agency shall complete ***Exhibit "A"***, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency the proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency’s percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency’s percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency’s CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff’s Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency’s communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff’s Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See ***Exhibit “B”***.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in ***Exhibit “A”*** to this Agreement.

8. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Corinth Police Department
Contact Person	Police Chief Wendell Mitchell
Address	3501 FM 2181, Suite A
City, State, Zip	Corinth, TX 76210
Telephone	940-279-1500
Email	Wendell.Mitchell@cityofcorinth.com

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Scott Garber, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Wendell Mitchell, Chief of Police

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2026-27 Budget Year Denton County Sheriff's Office 911 Dispatch Agreement Agency Payment Worksheet / Invoice

Agency: City of Corinth Police Department
Payment Contact Person(s): Chief Mitchell and/or Lana Wylie
Phone Number: 940-498-3280
Email: Wendell.Mitchell@cityofcorinth.com
ana.wylie@cityofcorinth.com
Address: 3900 Corinth Parkway
City, State, Zip: Corinth, TX 76208

AGENCY TOTAL AMOUNT DUE	\$	\$90,755.64 PD
		90,755.64

Agency should include a copy of this invoice with payment

Makes checks payable to: Denton County

Send payments to: 1 Courthouse Drive Suite 1400
Denton, TX 76208

****PLEASE NOTE THE ADDRESS CHANGE FROM PREVIOUS INVOICES****

For questions regarding payment: (940) 349-3150
treasurer@dentoncounty.gov

Payment Plan Options	One Annual Payment (100%)	<input type="checkbox"/>
	Two Payments (50%)	<input type="checkbox"/>
	Four Payments (25%)	<input type="checkbox"/>
	Tweleve Monthly Payments	<input type="checkbox"/>

Agency MUST select one payment option

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR TERMINAL AGENCY AGREEMENT 2026-2027

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF’S OFFICE
Non-Twenty-Four-Hour Terminal Agency	City of Corinth Texas, Corinth Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four-Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non-Twenty-Four-Hour Terminal Agency.

All records must be entered with the Twenty-Four-Hour Agency’s ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non-Twenty-Four Hour Agency, which may include cancelling of records entered for the Non-Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurance that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non-Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non-Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non-Twenty-Four Hour Agency may, upon thirty days’ written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF’S OFFICE

CORINTH POLICE DEPARTMENT

Signature: _____

Signature: _____

By: Tracy Murphree

By: Wendell Mitchell

Title: Denton County Sheriff

Title: Chief of Police

Date: _____

Date: _____



CITY OF CORINTH
Staff Report

Meeting Date:	7/16/2026	Title: Agreement Denton County & City of Corinth Public Works (PW), Lake Cities Fire Department, and Corinth Police Department – Radio Communications System
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development	
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission	

Item/Caption

Consider and act on an Interlocal Agreement between Denton County and the City of Corinth, on behalf of the Public Works Department, the Police Department and the Lake Cities Fire Department for use of Denton County’s radio communications system for fiscal year 2026-2027.

Item Summary/Background/Prior Action

The City of Corinth Public Works Department, Police Department, and the Lake Cities Fire Department utilize the radio-communications system owned by Denton County. The purpose is to provide radio communications supporting governmental operations. The use of the system benefits public health and welfare, promotes efficiency and effectiveness of local governments and is of mutual concern to all parties. Public Works uses the radios for City of Corinth events.

Financial Impact

Each department budgets for the radios annually.

Public Works – Exhibit A Tier 1 - \$2,496

Police Department – Exhibit A – Tier 3 - \$6,636

Lake Cities Fire Department – Exhibit A Tier 3 - \$9,492

Staff Recommendation/Motion

Staff recommends approval as presented.

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF CORINTH TEXAS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Corinth, Texas (“the City”), a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, The City of Corinth and its Public Works Department wish to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, The City and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or “System” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and Public Works services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October 2026, and ending on the 30th day of September 2027. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to written approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF CORINTH

3.1 The City's Public Works Department shall use the System in accordance with this Agreement to provide integration of communications by Corinth Public Works Department between its Users on the System for governmental operations.

3.2 When using the System, Corinth Public Works Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Corinth Public Works Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Corinth Public Works Department will also abide by the User rules of those Talk Groups.

3.3 Corinth Public Works Department must provide a written request to the Denton County Radio System Manager ("System Manager") or his designee, to activate radios ("Subscriber Units") on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Corinth Public Works Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Corinth Public Works Department is responsible for all programming of City-owned Subscriber Units.

3.5 Corinth Public Works Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Corinth Public Works Department, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Corinth Public Works Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Corinth Public Works Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Corinth Public Works Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Corinth Public Works Department Talk Groups nor make changes to the Corinth Public Works Department radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ written notice to Corinth Public Works Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff’s Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year until such time a written agreement is executed.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL

LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Corinth Public Works Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and the City and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Corinth Public Works Department. This Agreement may be amended only by written instrument signed by Denton County and the City of Corinth and its Public Works Department.

**XII.
NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Corinth Public Works Department
Contact Person	Glenn Barker, Director
Address	1200 N. Corinth Street
City, State, Zip	Corinth, TX 76208
Telephone	940-498-7501
Email	Glenn.barker@cityofcorinth.com

**XIII.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

**XIV.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF CORINTH PUBLIC WORKS DEPARTMENT, TEXAS:

BY:

_____ Date: _____
Scott Garber, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208

Approved as to content:

Glenn Barker, Director of Public Works

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF CORINTH POLICE DEPARTMENT FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Corinth Police Department, Texas (“the City”), a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Corinth Police Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Corinth Police Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or “System” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October 2026, and ending on the 30th day of September 2027. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to written approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF CORINTH POLICE DEPARTMENT

3.1 Corinth Police Department shall use the System in accordance with this Agreement to provide integration of communications by Corinth Police Department between its Users on the System for governmental operations.

3.2 When using the System, Corinth Police Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Corinth Police Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Corinth Police Department will also abide by the User rules of those Talk Groups.

3.3 Corinth Police Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Corinth Police Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Corinth Police Department is responsible for all programming of City-owned Subscriber Units.

3.5 Corinth Police Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Corinth Police Department, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Corinth Police Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of

the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow Corinth Police Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Corinth Police Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the Corinth Police Department Talk Groups nor make changes to the Corinth Police Department radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ written notice to Corinth Police Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff’s Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year until such time a written agreement is executed.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL

LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Corinth Police Department also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Corinth Police Department and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Corinth Police Department. This Agreement may be amended only by written instrument signed by Denton County and Corinth Police Department.

XII.
NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Corinth Police Department
Contact Person	Police Chief Wendell Mitchell
Address	3501 FM 2181, Suite A
City, State, Zip	Corinth, TX 76210
Telephone	940-279-1500
Email	wendell.mitchell@cityofcorinth.com

XIII.
AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

**SIGNED AND AGREED BY THE CITY OF CORINTH POLICE DEPARTMENT,
TEXAS:**

BY:

_____ Date: _____
Scott Garber, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208

Approved as to content:

Wendell Mitchell, Chief of Police

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE CITY OF CORINTH, TEXAS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM BY LAKE CITIES FIRE DEPARTMENT

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the City of Corinth, Texas (“the City”), a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User city (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, City of Corinth - Lake Cities Fire Department wishes to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, The City of Corinth and its Lake Cities Fire Department and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I.

DEFINITIONS

“Assignee” means the City employee assigned to a specific Subscriber Unit.

“Communications System” or “System” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II.

TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October 2026, and ending on the 30th day of September 2027. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.

OBLIGATIONS OF CITY OF CORINTH

3.1 The City’s Fire Department known as Lake Cities Fire Department (hereinafter “City of Corinth - Lake Cities Fire Department”) shall use the System in accordance with this Agreement to provide integration of communications by City of Corinth - Lake Cities Fire Department between its Users on the System for governmental operations.

3.2 When using the System, City of Corinth - Lake Cities Fire Department shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When City of Corinth - Lake Cities Fire Department uses the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, City of Corinth - Lake Cities Fire Department will also abide by the User rules of those Talk Groups.

3.3 City of Corinth - Lake Cities Fire Department must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 City of Corinth - Lake Cities Fire Department is responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. City of Corinth - Lake Cities Fire Department is responsible for all programming of City-owned Subscriber Units.

3.5 City of Corinth - Lake Cities Fire Department shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all City-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any City-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by City of Corinth - Lake Cities Fire Department, the City shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the City will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 City of Corinth - Lake Cities Fire Department shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the City for the lack of interoperability between the Subscriber Units and the System if the City fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV.

OBLIGATIONS OF THE COUNTY

4.1 The County will allow the City of Corinth - Lake Cities Fire Department to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Corinth - Lake Cities Fire Department. Talk Groups will be established for the City by the County.

4.2 The System Manager will not activate radios on the City of Corinth - Lake Cities Fire Department Talk Groups nor make changes to the Corinth - Lake Cities Fire Department radios without first receiving authorization from the designated representative of the City, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the City; and
- (3) The operation, maintenance, and control of the System

V.

FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A**, which is attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ written notice to the City of Corinth - Lake Cities Fire Department before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the City on or before October 1st of each year. This amount is subject to change when the City adds or deletes the

number of Subscriber Units in service. The City must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the City’s deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff’s Office continues to provide access to the Radio Communications System, the City shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year until such time a written agreement is executed.

VI.

PAYMENT DUE

6.1 The City agrees to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the City add Subscriber Units or Talk Groups to the Service within a Term, the City agrees to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII.

TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The City shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the City the pro-rated amount of the fees previously paid by the City for the use of the System for the then current fiscal year.

VIII.

RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX.

IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X.

ASSIGNMENT

The City agrees to retain control and to give full attention to the fulfillment of this Agreement. The City cannot assign or sublet this Agreement without the prior written consent of the County. Further, the City cannot sublet any part or feature of the work to anyone objectionable to Denton County. The City of Corinth also agrees that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the City from its full obligations to the County as provided by this Agreement.

XI.

ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and the City of Corinth and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and the City and its Lake Cities Fire Department. This Agreement may be amended only by written instrument signed by Denton County and the City and its Lake Cities Fire Department.

XII.

NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff’s Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	City of Corinth – Lake Cities Fire Department
Contact Person	Chad Thiessen, Fire Chief
Address	3501 FM 2181, #B
City, State, Zip	Corinth, TX 76210
Telephone	940-279-4590
Email	chad.thiessen@lakecitiesfire.com

XIII.

AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV.

SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV.

VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI.

INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII.

REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII.

SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE CITY OF CORINTH, TEXAS:

BY:

_____ Date: _____
Scott Garber, Mayor
City of Corinth
3300 Corinth Pkwy.
Corinth, TX 76208

Approved as to content:

Chief Chad Thiessen

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A

Denton County Sheriff's Office Consolidated Radio Communications System Agreement

FY26-27 Agency Payment Invoice

Agency: Corinth - Lake Cities Fire Department
Payment Contact Person(s): Scott Campbell and/or Lana Wylie
Phone Number: 940-498-3242
Email(s): scott.campbell@cityofcorinth.com
lane.wylie@cityofcorinth.com
Address: 3300 Corinth Parkway
City, State, Zip: Corinth, TX 76208

AGENCY SHOULD INCLUDE A COPY OF THIS INVOICE WITH PAYMENT REMITTED

Make checks payable to:	Denton County
Mail Payments to:	1 Courthouse Drive Suite 1400 Denton, TX 76208
PLEASE NOTE THE ADDRESS CHANGE FROM PREVIOUS INVOICES	
For questions regarding payment:	(940) 349-3150 treasurer@dentoncounty.gov

<u>Tier 3</u>
Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$7 each per month

Department / Radio Number / Cost		
Fire 113	\$	9,492.00
Total Amount Due for FY26-27 =		9,492.00

Please sign and date below.

Signature of Agency Representative **Title** **Date**



CITY OF CORINTH
Staff Report

Meeting Date:	7/16/2026	Title:	Ordinance Chapter 39 - Code of Ethics
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Ordinance of the City of Corinth, Texas, amending Chapter 39, Code of Ethics, of the Code of Ordinances amending Section 39.03, “Definitions”, Section 39.07, “Prohibitions”, and Section 39.10 “Training”; and providing an effective date.

Item Summary/Background/Prior Action

During the workshop meeting held on July 2, 2026, the City Attorney presented potential modifications to the Code of Ethics, Chapter 39 of the Corinth Code of Ordinances, to the City Council. Topics discussed included consistencies and divergences between the standard for conflicting interest provided in the Code of Ethics and the standard for substantial interest defined by State law, the definition for City Official, the procedures for recusal and Code of Ethics training requirements. It was noted that Corinth’s Code of Ethics complies with State law; however, due to the “conflicting interest” definition, the ordinance is more stringent than State law in setting the threshold for determining the existence of a conflict of interest.

The modifications to the ordinance consist of:

- (1) an amendment to the definition of “City Official” in Section 39.03, “Definitions” to use a general description to include the City Council and all boards and commissions rather than naming those bodies individually;
- (2) an amendment to Section 39.07, “Prohibitions” to codify the disclosure and recusal process currently utilized by the City requiring written disclosure and absence during deliberation and voting on a matter in which a City Official has a conflict of interest; and
- (3) an amendment to Section 39.10, “Training” to require City Officials to complete and certify Ethics Code training after appointment or election within the same 90-day period required by State law for other training, as well as amendments to make training materials readily available to City Officials by providing them with copies of the materials and readily accessible to the general public by requiring that the materials be maintained on the City’s website.

Financial Impact

N/A

Applicable Policy/Ordinance

Ordinance No. 24-11-07-46

Staff Recommendation/Motion

Staff recommends approval as presented.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 26-07-16-XX**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 39, “CODE OF ETHICS” OF TITLE III, “ADMINISTRATION” OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY AMENDING SECTION 39.03, “DEFINITIONS”, SECTION 39.07, “PROHIBITIONS”, AND SECTION 39.10 “TRAINING” OF CHAPTER 39; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR AMENDMENTS; PROVIDING SEVERABILITY; PROVIDING A CUMULATIVE REPEALER/SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas (the “City”) is a home rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, on July 2, 2026, the City Council conducted a workshop session and discussed various amendments to the Code of Ethics codified as Chapter 39, “Code of Ethics” of Title III, “Administration” of the Code of Ordinances of the City of Corinth (“Chapter 39” or “Code of Ethics”) in order to clarify certain procedures related to disclosures, recusals, and training of City Officials; and

WHEREAS, the City Council is authorized to adopt amendments to Chapter 39 when it determines amendments to Chapter 39 are necessary or appropriate; and

WHEREAS, the City Council has determined it necessary to amend various sections of the Code of Ethics as provided herein; and

WHEREAS, having reviewed and discussed proposed amendments to the Code of Ethics at its July 2, 2026 workshop session, the City Council has determined that the proposed amendments to the Code of Ethics clarifying the definition of City Official, codifying the disclosure and recusal process currently in place, and providing additional detail regarding required Code of Ethics Training are reasonable and provide a basis for continuing public confidence in the conduct of the business and affairs of the City; and

WHEREAS, the City Council finds and determines that the amendments to the Code of Ethics set forth in this Ordinance benefit the citizens of Corinth and should be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CORINTH TEXAS:

**SECTION 1.
INCORPORATION OF PREMISES**

The above and foregoing premises are true and correct legislative findings of the City Council and are incorporated herein and made a part hereof for all purposes.

SECTION 2.
AMENDMENT

Section 2.01. Section 39.03, “Definitions” of Chapter 39, “Code of Ethics” of Title III, “Administration” of the Code of Ordinances of the City of Corinth is hereby amended to repeal the definition of “City Official” and to adopt a new definition for “City Official”, included within Section 39.03 in alphabetical order, which shall be and read in its entirety as follows, and all other terms defined in Section 39.03 “Definitions” not expressly amended hereby shall remain in full force and effect without amendment:

§ 39.03 DEFINITIONS.

...

“CITY OFFICIAL: For the purposes of this Chapter, the term means all members of the City Council and of all City Boards, Commissions, and Committees appointed by the City Council.”

...

Section 2.02. Paragraph 1, “Deliberation Prohibited” of Subsection (A) “Conflicts of Interest” of Section 39.07, “Prohibitions” of Chapter 39, “Code of Ethics” of Title III, “Administration” of the Code of Ordinances of the City of Corinth is hereby repealed and a new Paragraph 1, “Deliberation Prohibited” of Subsection (A) “Conflicts of Interest” of Section 39.07, “Prohibitions” is hereby adopted to be and read in its entirety as follows, and all other paragraphs and subsections of Section 39.07 not expressly amended hereby shall remain in full force and effect without amendment:

§ 39.07. PROHIBITIONS.

“(A) Conflicts of Interest.

“(1) Deliberation Prohibited. It shall be a violation of this Chapter for a City Official to knowingly deliberate regarding a pending matter for which the City Official has a conflicting interest. City Officials with a conflicting interest in a pending matter must recuse themselves by filing a written affidavit with the City Secretary identifying the nature of the conflict, by exiting the room, by remaining absent during deliberation, and by abstaining from voting on such matter. It is an exception to this recusal requirement if a majority of the Board or Commission on which the City Official serves is composed of persons who are likewise required to file (and who do file) disclosures on the same pending matter.”

...

Section 2.03. Section 39.10, “Training” of Chapter 39, “Code of Ethics” of Title III, “Administration” of the Code of Ordinances of the City of Corinth is hereby repealed and a new Section 39.10 “Training” of Chapter 39 is hereby adopted to be and read in its entirety as follows,

and all other paragraphs and subsections of Chapter 39 not expressly amended hereby shall remain in full force and effect without amendment:

“§ 39.10. TRAINING.

- (A) Curriculum/Training. The City Secretary shall develop and maintain written training materials that provide an introduction and overview of the regulations set forth in this Ethics Code and shall annually provide Ethics Code training for all City Officials as required by this Section. Written training materials developed for compliance with this Section shall be provided in printed and/or in digital format to all City Officials and shall be maintained on the City’s website.
- (B) Orientation Training. Training Materials shall be provided to all City Officials upon appointment or election, and in addition to compliance with other training requirements of State law, all City Officials shall complete the training session regarding this Chapter within ninety (90) days of appointment or election. Upon completion of training, each City Official shall execute a certification of compliance with the training requirements of this Section identifying the date upon which the City Official either attended a training session in person or viewed the recorded training session, and such certification shall be filed in the Office of the City Secretary.
- (C) Exiting officials. Information shall be provided by the City Secretary to City Officials terminating City service regarding the continuing restrictions on the representation of others by certain former city officials.”

SECTION 3.
SEVERABILITY

It is hereby declared to be the intention of the City Council of Corinth, Texas that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause or phrase of this Ordinance shall be declared unconstitutional or invalid by the judgment or decree of any court of competent jurisdiction, such constitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses or phrases of this Ordinance, since they would have been entered by the City Council without the incorporation of this Ordinance of unconstitutional or invalid sections, paragraphs, sentences, clauses or phrases.

SECTION 4.
CUMULATIVE REPEALER/SAVINGS.

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim, or lawsuit, which has been initiated or has arisen under or pursuant to such Ordinance on the date of

adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose, the Ordinance shall remain in full force and effect.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect upon its passage and publication as required by law. The City Secretary is directed to publish the caption of this Ordinance as required by City Charter and state law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH,
TEXAS, ON THIS THE 16th DAY OF JULY, 2026.**

Scott Garber, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH
Staff Report

Meeting Date:	7/16/2026	Title:	MOU between Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on the continuation of a Memorandum of Understanding between the City of Corinth, on behalf of the Lake Cities Fire Department, Texas Division of Emergency Management, and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer for reimbursement of eligible deployment costs incurred by the Lake Cities Fire Department.

Item Summary/Background/Prior Action

The Lake Cities Fire Department participates in the State of Texas disaster response program, which deploys personnel and resources to assist communities affected by emergencies and disasters throughout the state. Participating jurisdictions are reimbursed by the state for eligible personnel salaries, benefits, and equipment/apparatus costs incurred during deployments. The LCFD has been an active participant in this program for more than 10 years and seeks to continue its commitment to providing emergency response resources in support of the State of Texas and its citizens.

Financial Impact

None

Applicable Policy/Ordinance

N/A

Staff Recommendation/Motion

Staff recommends approval of the Memorandum of Understanding authorizing continued participation in the State of Texas disaster response program and authorizing the City Manager (or designee) to execute the necessary agreements and related documents.

Memorandum of Understanding

Between

Texas Division of Emergency Management and Texas Emergency Management Assistance Teams Participating Jurisdiction/Employer

This memorandum of understanding (“TEMAT MOU”) becomes effective as of the date of final signature, by and between the Texas Division of Emergency Management (“TDEM”), a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas, and the Texas Emergency Management Assistance Teams (“TEMAT”) participating jurisdiction/employer _____ (“Jurisdiction”).

I. PURPOSE

In accordance with Texas Government Code Chapter 418, Subchapter E-1 Texas Statewide Mutual Aid System, and the State of Texas Emergency Management Plan, this TEMAT MOU delineates responsibilities and procedures for TEMAT activities. TDEM’s authority is provided through the State of Texas to activate state resources for the purposes of TEMAT Programs.

TEMAT Programs include and are administered by the state agencies listed below:

TEMAT Program	State Agency Program Administrator	Program Summary
Incident Support Task Force (ISTF)	Texas Division of Emergency Management (TDEM)	Provides support through multiple areas of expertise throughout response and recovery initiatives
Public Works Response Team (PWRT)	Texas A&M Engineering Extension Service (TEEX)	Provides support for critical infrastructure systems
Texas A&M Task Force 1 (TX-TF1)	Texas A&M Engineering Extension Service (TEEX)	Provides search and rescue support through Texas A&M Task Force 1, Texas Task Force 2, and Texas A&M Task Force 3
State of Texas Incident Management Team (IMT)	Texas Division of Emergency Management (TDEM)	Provides position specific personnel to assist in emergency operations
Texas Intrastate Fire Mutual Aid System (TIFMAS)	Texas A&M Forest Service (TFS)	Provides wildland and fire department support

II. SCOPE

The provisions of this memorandum of understanding apply to TEMAT activities performed at the request of TDEM at the option of the participating Jurisdiction. These activities may be in conjunction with, or in preparation of, a local, state or federal declaration of disaster. The scope of this TEMAT MOU also includes training activities sponsored by the state, TDEM, the Jurisdiction, and the Program Administrators to maintain TEMAT operational readiness.

III. PERIOD OF PERFORMANCE

This TEMAT MOU commences on the date of the last signature and continues for a period of five (5) years unless terminated earlier in accordance with the terms of this TEMAT MOU.

IV. DEFINITIONS

- A. Affiliated Member: A TEMAT Member that is associated with a Jurisdiction or participating agency for purposes of this agreement.
- B. Backfill: The assignment of personnel by a participating Jurisdiction to meet their minimum level of staffing to replace a deployed TEMAT Member.
- C. Incident Support Task Force: The division of TDEM is responsible for maintaining all TEMAT program information to include but not limited to this TEMAT MOU and the ISTF Program Guide.
- D. Jurisdiction: A TEMAT Member's employer, which, by the execution of this TEMAT MOU, has provided official approval of their employee's membership involvement with TEMAT.
- E. Member: An employee of a Jurisdiction who has been formally accepted into a TEMAT Program and is in compliance with all program requirements (for both TEMAT overall and specific requirements for the program(s) for which they are a Member). For clarification, the lower-case use of "member" within this agreement, refers to a A&M System member.
- F. PIV-I: Personal Identification Verification Interoperability card should be issued to all first responders.
- G. Program: One of the TEMAT Programs listed in the above table and administered by a Texas state agency to provide assistance during an emergency event or disaster.
- H. Program Administrator: Designated State agency representative participating in the program or administering the program on behalf of the state.

- I. Red Card: A National Wildfire Coordinating Group (NWCG) "Red Card" is a credential issued to wildland firefighters that verifies their qualifications and training for specific wildland fire positions.
- J. State Mutual Aid Reimbursement Guide: A living document explaining how TDEM will reimburse local responding entities, state agencies, and other entities for accepting and responding to state-assigned mutual aid missions.
- K. TEMAT: Any response team administered by a state Jurisdiction of Texas to provide response assistance to local Jurisdictions or the state of Texas.
- L. TEMAT Training and Exercises – Jurisdiction Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of a participating Jurisdiction in order to develop and maintain capabilities of the Member and TEMAT.
- M. TEMAT Training and Exercises – State or Administrator Sponsored: Training and/or exercises performed at the direction, control, expense, and funding of the state or Program Administrator.
- N. Unaffiliated Member: An approved Member of the Incident Support Task Force that is not currently employed by a government entity.

V. RESPONSIBILITIES

- A. TDEM shall be responsible for the following:
 - 1. Provide and maintain administrative and personnel management guidelines and procedures related to TEMAT and this TEMAT MOU.
 - 2. Maintain, in coordination with Program Administrators, programmatic guidance to provide standard operating procedures that are current and readily available to Program Administrators, Jurisdictions, and Members.
 - 3. Provide training to Members. Training shall be consistent with the objectives of the TEMAT Program overall to include but not limited to State Operations Center functions, financial reimbursement, and other training.
 - 4. Work with Program Administrators to ensure all administrative, fiscal, and personnel management guidelines are consistent across all TEMAT Programs.
 - 5. Provide coordination between Program Administrators, other relevant governmental and private entities, Jurisdiction, and Member.
 - 6. Maintain overall TEMAT contact list for all Jurisdictions and Members.

- B. The TDEM shall ensure that the Program Administrator(s) will do the following:
1. Recruit and manage Members for their specific program according to guidelines outlined in the program-specific guidance manual.
 2. Produce related portion of the program-specific guidance manual to provide standard operating procedures that are current and readily available to Members.
 3. Provide and maintain qualifications, training, and operational guidelines and procedures related to the TEMAT Program they administer.
 4. Provide upon approval of membership and then collect upon separation from the program equipment, uniforms, and identification issued on behalf of TEMAT.
 5. Provide training for Members. Training must be consistent with the objectives of developing, increasing, and maintaining individual skills necessary to maintain operational readiness related to emergency management response.
 6. Develop, implement, and exercise an internal notification and call-out system for Members.
 7. Provide coordination between the state, other governmental and private entities, participating agency/employer, and Member, notify Jurisdictions or program Members of the need for activation.
 8. Maintain and submit, annually, a primary contact list for their respective program, for all Jurisdictions and Members, to the state.
 9. Maintain personnel files on all Members of administered programs for the purpose of documenting training records, qualifications, emergency notification, and other documentation as required by the state and Program Administrators.
 10. Ensure the issuance of PIV-I to each Member through coordination with TDEM. If removed from team, then the PIV-I should be retrieved and revoked immediately. Program Administrator(s) should retrieve the PIV-I and notify TDEM for immediate revocation.
 11. Program Administrator, TEEX, will reimburse Jurisdiction for Urban Search and Rescue (US&R), Public Works Response and sponsored training activities related to this TEMAT MOU under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

- 12. All reimbursement requests pursuant to this section shall follow the specific guidelines included in the TEEEX Deployment Reimbursement Manual and the State Mutual Aid Reimbursement Guide.

C. The Jurisdiction shall:

- 1. Determine which TEMAT Programs the Jurisdiction will support by providing Members and being able to respond as requested by TDEM and Program Administrators.
- 2. Upon signature, the Jurisdiction will submit a roster within fourteen (14) calendar days of final signature to TDEM and Program Administrators. Maintain a roster of all its personnel participating in TEMAT activities and submit an update annually. The roster shall include all current Red Card qualifications for each Member when applicable.
- 3. Provide a primary point of contact to TDEM and Program Administrators for the purpose of notification of TEMAT activities and for administrative activities.
- 4. Provide administrative support to employee Members of TEMAT, e.g., time off when fiscally reasonable to do so for TEMAT activities such as training, meetings, and actual deployments.
- 5. Ensure all reimbursement claims meet the requirements of the State Mutual Aid Reimbursement Guide.
- 6. Upon notification by TDEM, the Jurisdiction will determine which Members within Jurisdiction are qualified and available for deployment. Jurisdiction determines which qualified Members deploy.

D. The Jurisdiction shall ensure the Member(s):

- 1. Perform duties, as required by their membership in a TEMAT program, when requested and deployed by TEMAT.
- 2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position and conduct themselves in accordance with the program-specific guidance manual.
- 3. Advise the Program Administrator of any change in the notification process, i.e., address, change of employment, or phone number changes.
- 4. Update their membership profile through their Program Administrator or their online portal with any updated qualifications, rate of pay change, or position change as they occur and verify accuracy annually.

5. Maintain, for deployment, all equipment issued by the TEMAT program. Advise Program Administrator of any lost, stolen, or damaged items assigned to Member.
6. Keep the Jurisdiction advised of TEMAT activities that may require time off from work.
7. Be prepared to operate in a disaster environment, which may include living and working in austere conditions.
8. During any period in which TEMAT is activated by TDEM or during any TEMAT sponsored or sanctioned training, Member shall be acting as a representative of the State of Texas.
9. Ensure that staff approved for membership by Jurisdiction meet the program requirements and experience level with his/her position on each TEMAT program in accordance with the program-specific guidance manual.

VI. QUALIFICATIONS, TRAINING, AND EXERCISES

A. TEMAT Training and Exercises – Jurisdiction Sponsored:

Periodically, Members will be requested and/or invited to attend local TEMAT-sponsored training or exercises. Local Jurisdiction-sponsored training or exercises shall be performed at the direction, control, expense, and funding of the local Jurisdiction in order to develop the technical skills of Members.

TEMAT Training and Exercises – State or Program Administrator Sponsored:

Periodically, Members will be invited to attend state TEMAT training and/or exercises, and when these training and/or exercises are required, Jurisdiction shall ensure Member attends such. These trainings and exercises shall be performed at the direction, control, expense, and funding of the state which may include being administered through a Program Administrator in order to develop and maintain the incident support capabilities of the TEMAT. For state or Program Administrator sponsored training or exercises, the Jurisdiction shall coordinate with TDEM and/or Program Administrators, prior to the event, to receive written authorization prior to such an event.

B. Minimum Qualification and Training Requirements

Jurisdiction should allow Members appropriate time to maintain the qualifications required for each position Member fills in the TEMAT Program.

Jurisdiction should ensure Members can attend available TEMAT training and exercise opportunities provided for the assigned TEMAT position to ensure the maintenance of position qualifications. Jurisdiction understands that failure for

VII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of Administrators/Jurisdiction
 - 1. All guidelines and procedures for requesting reimbursement shall be pursuant to the State Mutual Aid Reimbursement Guide.
 - 2. All financial commitments herein are made subject to the availability of funds from the State of Texas.

VIII. Liability and Workers' Compensation for State Activation/And Training

- A. During any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, Members who are not employees of A&M System or another agency of the State of Texas will be considered to be in the course and scope of the Member's (employee's) regular employment with the Jurisdiction (employer) and the Member shall be entitled to full benefits, including workers' compensation and liability coverage, as an employee of their employer.
- B. For a Member who becomes injured during any period in which a program under TEMAT is activated by the State of Texas, or during any TEMAT sanctioned training, the Jurisdiction shall immediately notify the Program Administrator and TDEM of the injury in writing, and TDEM shall reimburse the Jurisdiction the costs and expenses paid by the Jurisdiction to Member, including but not limited to, all related medical expenses, compensation, wages, pension contributions, and any benefits provided by the Jurisdiction. Pursuant to Texas Government Code Section 418.118(b), the Jurisdiction may seek reimbursement for all eligible costs and expenses as provided in this section by providing TDEM or the Program Administrator, whichever is applicable, adequate supporting documentation for the costs/expenses claimed, to include proof of pay provided by the Jurisdiction to the Member. Said reimbursement shall continue, in accordance with Texas Labor Code Section 408, until such time that the injured Member is medically cleared for return to work or in the event of permanent disability or death, until all obligations for payment to the Member or Member's beneficiaries are satisfied.

IX. CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This TEMAT MOU may be modified or amended only by the written agreement of all the parties.
- B. This TEMAT MOU may be terminated by any signing party, upon thirty (30) days written notice to the other party.

- C. The state complies with the provisions of the Department of Labor Executive Order 11246 of September 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, the state shall not discriminate against any Member on the grounds of race, color, religion, sex, or national origin. In addition, the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance, and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status.

- D. This TEMAT MOU is governed by the laws of the State of Texas (but not its conflict of laws statutes and principles). Pursuant to Section 85.18 (b), Texas Education Code, venue for a state court suit filed against any member of A&M System, or any officer or employee of A&M System is in the county in which the primary office of the chief executive officer of the system or member, as applicable, is located.

- E. The parties expressly acknowledge that the Program Administrators are agencies of the State of Texas and nothing in this TEMAT MOU will be construed as a waiver or relinquishment by any state agency administrator of its right to claim such exemptions, privileges, and immunities as may be provided by law.

- F. By executing this TEMAT MOU, all parties and each person signing on behalf of each party certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of A&M System or A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by A&M System, has direct or indirect financial interest in the award of this TEMAT MOU, or in the services to which this TEMAT MOU relates, or in any of the profits, real or potential, thereof.

- G. Each party is responsible to ensure that employees participating in work for any member of A&M System have not been designated by a member of A&M System as Not Eligible for Rehire (NEFR) as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this agreement. In event a system member becomes aware that a contracting party has any employees that are designated as NEFR under this TEMAT MOU, the nonconforming employee is immediately required to be removed from all performance duties upon demand by a system member.

X. JURISDICTION DECLARATION OF PARTICIPATION IN TEMAT

Jurisdiction agrees to abide by the terms and conditions of this TEMAT MOU and the program-specific guidance manual. Jurisdiction agrees to allow employees to serve as TEMAT Members for the approved TEMAT Programs checked below:

TEMAT Program	Check for Participation	Jurisdiction Point of Contact Initials
Incident Support Task Force (ISTF)	<input type="checkbox"/>	
Public Works Response Team (PWRT)	<input type="checkbox"/>	
Texas A&M Task Force 1	<input type="checkbox"/>	
State of Texas Incident Management Team (IMT)	<input type="checkbox"/>	
Texas Intrastate Fire Mutual Aid System (TIFMAS)	<input type="checkbox"/>	

XI. POINTS OF CONTACT

	<p>TDEM</p> <p>Name: Chief Nim Kidd</p> <p>Title: Chair – Texas Emergency Management Council</p> <p>Address Line 1: 313 E Anderson Ln</p> <p>Address Line 2: Building 3</p> <p>City, State, Zip: Austin, TX 78752</p> <p>Phone Number: 512-424-2436</p> <p>Email: Nim.kidd@tdem.texas.gov</p>	<p>TEMAT Coordinator</p> <p>Kharley Smith ISTF Division Chief</p> <p>313 E Anderson Ln Building 3 Austin, TX 78752 512-424-2436 kharley.smith@tdem.texas.gov</p>
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Jurisdiction

Name: _____

Title: _____

Address Line 1: _____

Address Line 2: _____

City, State, Zip: _____

Phone Number: _____

Email: _____

XII. GENERAL PROVISIONS

- A. This TEMAT MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.

- B. Pursuant to Texas Government Code Section 321.013, acceptance of funds under this TEMAT MOU constitutes acceptance of the authority of the State of Texas, the Texas State Auditor’s Office, or any successor agency (collectively, “Auditor”), to conduct an audit or investigation in connection with those funds under Texas Education Code Section 51.9335(c). Jurisdiction shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

- C. Pursuant to Texas Government Code Sections 2107.008 and 2252.903, any payment owing to Jurisdiction under this TEMAT MOU may be applied directly toward certain debts or delinquencies that Jurisdiction owes the State of Texas or any agency of the State of Texas regardless of when they arise until such debts or delinquencies are paid in full.
- D. To the extent applicable, Jurisdiction shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Jurisdiction that cannot be resolved in the ordinary course of business. Jurisdiction shall submit written notice of a claim of breach of contract under this Chapter to TDEM's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XIII. ENTIRE AGREEMENT

This TEMAT MOU terminates and supersedes any prior TEMAT MOU amongst TDEM, TEMAT Program Administrators, a TEMAT Employee Member, and Participating Jurisdiction. This TEMAT MOU, in addition to the related program-specific guidance manuals and State Mutual Aid Reimbursement Guidelines, reflects the entire agreement between the parties.

TDEM and Jurisdiction hereby acknowledge that they have read and understand this entire TEMAT MOU. All oral or written agreements between the parties hereto relating to the subject matter of this TEMAT MOU that was made prior to the execution of this TEMAT MOU have been reduced to writing and are contained herein. TDEM and Jurisdiction agree to abide by all terms and conditions specified herein and certify that the information provided to the state is true and correct in all respects to the best of their knowledge and belief.

This TEMAT MOU is entered into by and between the following parties:

TEXAS DIVISION OF EMERGENCY MANAGEMENT

Signature: _____
 Name: W. Nim Kidd
 Title: Chief, Texas Division of Emergency Management
 Date: _____

JURISDICTION

Signature: _____
 Name: _____
 Title: _____
 Date: _____