

## **INTERLOCAL AGREEMENT BETWEEN THE CITY OF BASTROP, TEXAS AND BASTROP COUNTY**

This Interlocal Agreement ("Agreement") is between the CITY OF BASTROP, TEXAS ("City"), a duly organized and operating Home Rule municipality of the State of Texas, and the COUNTY OF BASTROP, TEXAS ("County"), a duly organized and operating political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, and the general and special laws of the State of Texas, for the purposes and consideration as set out below. The County and the City are sometimes referred to herein individually as the "party," and collectively as the "parties."

### **WITNESSETH:**

WHEREAS, the City of Bastrop and Bastrop County are authorized to enter into this agreement pursuant to Texas Government Code Chapter 791.00 et seq; and

WHEREAS, the Parties have a long and successful history of working together for the public interest, and the execution and implementation of this Agreement is intended to advance that cooperative, good faith working relationship in the public interest, with particular focus on the implementation of the Cloud Gavel Electronic Warrants Cloud Based Services ("Project"); and

WHEREAS, the implementation of this software will assist law enforcement professionals with the City and County, judges, courts and clerks of courts with a streamlined process for warrant creation, servicing and archiving;

NOW, THEREFORE, in consideration of the premises and of the terms and mutual provisions herein contained, the City and the County hereby agree as follows:

### **Section 1. Definitions**

1.1 "Agreement" means this Interlocal Agreement between the parties for the provision of Bastrop County management services to the City of Bastrop Cloud Gavel System.

1.2 Cloud Gavel System means an electronic, cloud based, warrant management system.

1.3 "City" means the City of Bastrop, Texas.

1.4 "County" means Bastrop County, Texas.

1.5 "Fiscal Year" means the fiscal year adopted by the city. The Fiscal Year in effect as of the execution of this Agreement commences on October 1st of each year and ends the following September 30th.

1.6 "Management Services" means Bastrop County management, administrative, Internet Technology and oversight services for the Bastrop County Cloud Gavel System.

1.7 "Public Safety" means the provision of law enforcement, emergency medical service, fire suppression and prevention, and emergency management by local government entities.

## **Section 2. Purpose**

The objective of this Agreement is to set forth the agreement, the roles and responsibilities of the City and the County, and to identify the applicable regulations that will be applied to the Cloud Gavel project, except as specifically exempted from this Agreement, as noted herein.

## **Section 3. Agreement Effective Date; Term**

This Agreement shall be effective from and after the date of execution by all parties and shall be deemed to have commenced on October 1, 2024. This Agreement shall automatically renew for successive one-year periods and any renewal term shall expire on October 1<sup>st</sup> each year after the renewal date, Either Party may terminate this Agreement for any reason by providing sixty (60) days prior written notice to the other Party.

If either party defaults in the performance of any of the terms or conditions of this Agreement, the defaulting party shall have 60 days after receipt of written notice of the default within which to cure the default. If such default is not cured within the 60 days, then the non-defaulting party shall have the right without further notice to terminate this Agreement.

## **Section 4. Contract Price**

In consideration of services to be provided by the County pursuant to terms of this agreement the parties agree to the following:

(1) For the initial term of this agreement, the city agrees to pay the County the sum of Five thousand dollars (\$5,000.00) per year (annual fee), in one payment, upon receipt of an invoice from the Cloud Gavel to the City during the applicable fiscal year.

(2) After the initial term, the cost of providing the cloud gavel service may be increased at a rate of 5% on the \$5,000 payment, each year thereafter and the cloud gavel services shall be reviewed by the city annually, prior to adopting its final budget. The County shall give at least sixty (60) days written notice of such increase.

(3) Bastrop County agrees to pay in full, the implementation costs associated with Cloud Gavel.

## **Section 5. County Obligations**

Bastrop County, through its officers, employees, contractors, agents and / or personnel, agrees to provide Cloud Gavel Services to the City of Bastrop and the designated departments (i.e., Police and Court) and individuals for whom have a need or use for the Cloud Gavel service to perform the intended functions.

The County shall ensure that the vendor “Cloud Gavel” shall provide constant system audits and applies appropriate security measures, such as CJIS compliance. Technical support and support maintenance for all modules will be provided to the City by the County or by Cloud Gavel with the assistance of the County representative.

The County shall provide the city Cloud Gavel services that include but are not limited to the base software and the warrant execution module.

The County shall provide a copy of the City-related data at the request of the city.

The county shall appoint a designated point of contact (whether with the county or direct through Cloud Gavel) that can assist in troubleshooting, maintenance, data retrieval from the cloud or any other questions pertinent to the Cloud Gavel System.

Unless otherwise required by law, no information regarding City data will be given to third parties, without the consent of the City of Bastrop (Police Department / Court).

## **Section 6. City Obligations**

The City of Bastrop Police Chief or her designee, shall act as the City’s contact and contact administrator concerning this agreement.

The City agrees to the implementation of the Cloud Gavel project by the County as described in Exhibit “A”

If necessary, the City will provide data from Cloud Gavel to the public in accordance with Texas State laws. Such information may be obtained from the cloud and may reference the City and its law enforcement operations.

## **Section 7. Current Revenues, Non-Appropriations.**

Each Party hereby represents that the Party shall pay for the performance of services under this agreement from the current revenues available to the paying party. Continuation of this agreement is contingent upon appropriation or availability of current revenues sufficient to pay for the performance of functions or services under this Agreement. If the governing body of a Party for any reason does not allocate funds for this agreement in the annual budget for any given budget year, such Party may terminate this agreement in whole or in part effective as of the last day in the budget year for which sufficient funds were budgeted and appropriated for this Agreement. Termination for such non-appropriation is not a default and the terminating Party shall not incur

any liability or penalty as a result thereof. Each Party shall endeavor to notify the other in writing of any such non-appropriation of funds at least ninety (90) days in advance.

### **Section 8. Force Majeure.**

If either Party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under the Agreement other than an obligation to pay or provide money, then such obligations of that Party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "Force Majeure", as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of any governmental entity (other than the Parties to this Agreement) or any civil or military authority, acts, orders or delays thereof of any regulatory authorities with jurisdiction over the Parties, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or any other conditions which are not within the control of such Party. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of either Party hereto, and that the above requirements that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by the Party acceding to the demand of the opposing third party or third parties when such settlement is unfavorable to it in the judgment of either Party hereto.

### **Section 9. Severability.**

The provisions of the Agreement are severable, and if any provision or part of the Agreement or the application thereof to any person or circumstance shall ever be held by any agency or court of competent jurisdiction to be void, invalid or unenforceable for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons or circumstances shall not be affected thereby.

### **Section 10. Modification.**

This Agreement shall be subject to change, amendment or modification only with the mutual consent of the City and the County. All modifications shall be memorialized in a duly authorized and executed writing between the Parties.

**Section 11. Addresses and Notices.**

All notices required by or relating to this Agreement shall be made by certified or registered U.S. Mail, return receipt requested, or hand-delivered to the address set forth below. Unless otherwise notified in writing by the other, the addresses of the County and the City are and shall remain as follows:

Bastrop County

Bastrop County  
Attn: Bastrop County Judge  
804 Pecan Street  
Texas 78602

Bastrop County Internet Technology  
Bastrop County IT Department  
1501 Business Park Dr. Bastrop,  
Bastrop, Texas 78602

With Copy to:  
Bastrop County District Attorney's Office  
District Attorney  
804 Pecan St.  
Bastrop, Texas 78602

The City of Bastrop

The City of Bastrop  
Attn. City Manager  
1311 Chestnut St.  
Bastrop, Texas 78602

City of Bastrop Police Department  
Chief of Police  
104 Grady Tuck Lane  
Bastrop, Texas 78602

With copy to:  
Bojorquez Law Firm, PC City Attorney of the City of Bastrop  
11675 Jollyville Rd., Ste. 300  
Austin, Texas 78759

**Section 12. Authority of Parties Executing Agreement.**

By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that the governing body of each Party has authorized its undersigned representative to execute the Agreement on behalf of the Party in the capacity shown below.

**Section 13. Captions.**

The captions appearing at the first of each numbered section or paragraph in the Agreement are inserted and included solely for convenience and shall never be considered or given any effect construing this Agreement.

**Section 14. Assignment.**

This Agreement may not be assigned by the County or the City to any other Party without the express written consent of the other Party. Any permitted assignee of the County shall be obligated by contract with the County and the City to honor the County's obligations to the City under the terms of the Agreement.

**Section 15. Successor Rights and Responsibilities.**

In the event of any occurrence which renders the County incapable of performing under this Agreement, any successor of the County, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of this Agreement. In the event of any occurrence which renders the City incapable of performing under the Agreement, any successor of the City, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.

**Section 16. Non-Waiver.**

Any waiver at any time by either Party to this Agreement of rights under this Agreement shall not constitute and shall not be deemed to be a waiver of any other rights held by either Party.

**Section 17. Scope of the Agreement.**

This is the entire Agreement between the Parties hereto. There are no other conditions, agreements or representations between the Parties except as expressed herein. This Agreement may not be amended except by written instrument executed by both Parties.

**Section 18. Release By County.**

For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the County hereby releases, dismisses, and forever, discharges the City Police Department, Bastrop Municipal Court, the City, its officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to,

defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the County, which the County may now have or hereafter claim to have, resulting from arising out of, associated with, or in any way related to this Agreement, except that which is caused in the majority by the acts and/or omissions of the City. The County agrees to release the City from any and all liability including, but not limited to, the following: (1) Liability caused by the County's employees, contractors, subcontractors, or agents for all injuries and damage to property of the County, the City or third parties that is caused by the County, its employees, contractors, subcontractors or agents actions, omissions or negligence, or by the failure of the County, its employees, contractors, subcontractors or agents to comply at any time with the terms of this Agreement; (2) Liability for such injuries to the County, its employees, contractors, subcontractors or third parties, or for damages to the County, its employees, contractors, subcontractors or third parties property, which may be caused by the concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the City; (3) Liability for any damages to any of the County's property which may be caused by any action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the City; (4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other use by the City of any equipment, policies, procedures, maps, routing information, or templates provided by the County, except that which is caused in the majority by the acts and/or omissions of the City; (5) Liability caused by trespass by the County, its employees, agents, contractors, or subcontractors.

### **Section 19. Release By City.**

For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the City hereby releases, dismisses, and forever discharges the County, its officers, representatives, affiliates, agents, employees, attorneys, successors, and assigns from any and all manner of actions or causes of action, liabilities, suits, debts, costs (including, but not limited to, defense costs, and attorneys' fees), claims, strict liability, and demands of every kind and nature, whether arisen or not, and whether known or unknown to the City, which the City may now have or here after claim to have, resulting from arising out of, associated with, or in any way related to this Agreement, except that which is caused in the majority by the acts and/or omissions of the County. The City agrees to release the County from any and all liability including, but not limited to, the following: (1) Liability caused by the City's employees, contractors, subcontractors, or agents for all injuries and damage to property of the City, the County or third parties that is caused by the City, its employees, contractors, subcontractors or agents actions, omissions or negligence or by the failure of the City, its employees, contractors, subcontractors or agents to comply at any time with the terms of the Agreement, except that which is caused in the majority by the acts and/or omissions of the County; (2) Liability for such injuries to the City, its employees, contractors, subcontractors or third parties, or for damages to the City, its employees, contractors, subcontractors, or third parties' property, which may be caused by the

concurrent negligence of both Parties, except that which is caused in the majority by the acts and/or omissions of the County; (3) Liability for any damages to any of the City's property which may be caused by any Internet Technology Contract – Bastrop County and City of Bastrop action or omission of any Party, including but not limited to removal, maintenance, repairs, relocation or exchange of equipment, except that which is caused in the majority by the acts and/or omissions of the County; (4) Liability resulting from natural damage or man-made causes, including any liability due to lightning strikes, vehicle collision, maintenance or any other used by the County of any equipment, policies, procedures, maps, routing information, or templates provided by the City, except that which is caused in the majority by the acts and/or omissions of the County; (5) Liability caused by trespass by the City, its employees, agents, contractors, or subcontractors.

**Section 20. Dispute Resolution.**

Any dispute arising from or related to this Agreement shall be addressed through mediation, prior to the filing of any civil action. Only if such alternative dispute resolution efforts fail shall the Parties seek redress of complaints through civil suit.

**Section 21. Governing Law and Jurisdiction:**

The Parties agree that this Agreement is construed under Texas law and that venue shall be in a court of competent jurisdiction in Bastrop County, Texas, or in the United States District Court, Western District of Texas, Austin Division.

**Section 22. Construction of Agreement.**

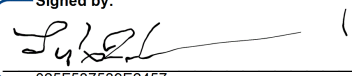
The Parties acknowledge that each, and if it so chooses, its legal counsel, has reviewed the Agreement and that the normal rule of construction, to the effect that ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement or its amendments or exhibits.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original and of equal force and effect and have agreed that the Agreement shall be effective when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below.



**THE CITY OF BASTROP**

**ATTEST:**

Signed by:  
By:   
025F537539E2457...  
Lyle Nelson, Mayor  
Date: 11/25/2024

By: \_\_\_\_\_  
Victoria Psencik, Asst. City Secretary

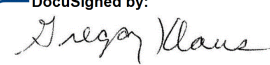
**Approved as to Form:**

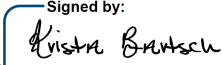
By: \_\_\_\_\_

Alan Bojorquez  
City Attorney, City of Bastrop, Texas

**BASTROP COUNTY**

**ATTEST:**

DocuSigned by:  
By:   
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Gregory Klaus, County Judge  
Date: 11/25/2024

Signed by:  
By:   
E9DE3DB55A88491...  
Krista Bartsch, County Clerk

**Approved as to Form:**

By: \_\_\_\_\_

Greg Gilleland  
First Assistant Criminal District Attorney Bastrop County, Texas  
SBOT #07923050