

**AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES  
BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP**

This Agreement (“Agreement”), effective on October 1, 2023, by and between Bastrop County (the “County”), and the City of Bastrop, Texas (the “City”), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (to be collectively referred to herein as the “Parties,” and individually as “Party”).

**WHEREAS**, the County of Bastrop and the City of Bastrop agree that the availability of Police and Fire dispatching services to the citizens of Bastrop County and the City of Bastrop is beneficial to the health and welfare of the citizens of Bastrop County and the City of Bastrop; and

**WHEREAS**, the County of Bastrop has the facilities and personnel necessary to provide dispatching services to the City of Bastrop Police and Fire Department to serve the residents of the City as well as the County; and

**WHEREAS**, Bastrop County has the proper equipment, training, and personnel, necessary to receive Police and Fire Department assistance requests made by the citizens of the City of Bastrop and Bastrop County, and further has the ability to then dispatch City of Bastrop Police and Fire Department personnel to respond to such requests; and

**WHEREAS**, Bastrop County and the City of Bastrop have in the past entered into agreements concerning the provision of dispatching service by the County to the City and desire to continue such inter-local contract arrangement, in accordance with Chapter 791 of the Texas Government Code, related to the provision of Police and Fire dispatching services to the City of Bastrop Police and Fire Department by the County.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**ARTICLE I  
DEFINITIONS**

1. As used in the Agreement, the following terms will be defined as follows:

**“Agreement”** means this contract between the City and the County related to provisions of dispatching services to the City of Bastrop Police and Fire Department.

**“Emergency Communications Services”** means the services provided by Bastrop County to the City of Bastrop Police and Fire Departments under this Agreement.

**“Bastrop County Telecommunications Operator(s)”** means the person(s) employed by Bastrop County and trained to process emergency calls and dispatch City of Bastrop Police and Fire Department personnel, pursuant to this Agreement.

**ARTICLE II**  
**MUTUAL AGREEMENT OF THE PARTIES**

2. The Parties agree to the operation of the Bastrop County Emergency Communications Services, described herein, in furtherance of the Parties' goals to protect the health, safety, and welfare of the residents of the City and the County, and that this service could not be similarly furnished to these citizens by other individuals or entities without this Agreement, and that this service by the County constitutes a public service by a governmental entity with immunity for the City and the County, their employees, agents, contractors, representatives, personnel being invoked to the full extent applicable under the laws of the State of Texas.
3. The Parties hereby agree and acknowledge that in order to perform the duties envisioned by the terms of the Agreement, the County must employ and train telecommunications operators to meet the emergency communications needs of the City of Bastrop Police and Fire Department. The Parties further agree that the County will use the quarterly payment made by the City pursuant to the Agreement only to pay the salary and benefits provided to Bastrop County Telecommunications Operator(s) and costs of providing such services.
4. The Parties agree that at least once a quarter throughout the duration of the Agreement, beginning three (3) months after the effective date of this Agreement, the City of Bastrop Chief of Police will meet or otherwise communicate with the County Emergency Communications Management to discuss and determine whether the Emergency Communications Services provided under this Agreement to the City have been sufficient and satisfactory. If it is determined that additional Bastrop County emergency communications personnel are needed to fulfill the needs of the City of Bastrop Police and Fire Department, the Parties to this Agreement will work together to determine the required staffing increase and to determine what modifications to this Agreement shall be made, if any. If the Parties cannot reach an agreement as to the required staffing, either Party may terminate this Agreement by giving the other Party ninety (90) days written notice of its intention to terminate.
5. The Parties agree that the scheduling and assignment of the Bastrop County Telecommunicator(s) shall be controlled solely by Bastrop County, provided that Emergency Communications Services shall be provided to City of Bastrop Police and Fire Department on a continuous, twenty-four (24) hours per day, seven (7) days per week, basis.

**ARTICLE III**  
**OBLIGATIONS OF THE COUNTY**

6. Bastrop County, through its officers, employees, contractors, agents and/or personnel, agrees to provide Emergency Communications Services to the City of Bastrop Police and Fire Department in response to requests placed by the citizens of Bastrop County and the City of Bastrop, as follows:
  - (1) The County agrees to budget and staff the Emergency Communications Center with a sufficient number of positions for the term of the Agreement and to provide Emergency

Communications Services for the City of Bastrop Police and Fire Department on a continuous twenty-four (24) hours per day, seven (7) days per week basis, with a minimal staffing of three (3) Telecommunicators at all times, of which at least one (1) shall be designated as the primary Telecommunicator for providing Emergency Communications Services to the City of Bastrop Police and Fire Department. Bastrop County will train its Telecommunicators in basic emergency communications operations and services, and will further train its Telecommunicators in procedures related to emergency communications requirements and procedures concerning Police and Fire dispatching and record keeping for same.

- (2) The Parties acknowledge and agree that the Bastrop County Telecommunicator(s) have employment responsibilities and duties to address citizens requests for the County in addition to those required for emergency communications services to the City of Bastrop Police and Fire Departments.
- (3) The Bastrop County Telecommunicator(s) will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Bastrop.
- (4) The Bastrop County Telecommunicator(s) will dispatch City of Bastrop Police and Fire Department personnel, according to their training, instruction, procedures and policies, agreed upon by the City of Bastrop Chief of Police, Fire Chief and Bastrop County, in accordance with generally excepted industry standards.
- (5) The County will be solely responsible for scheduling and maintaining a twenty-four (24) hours, seven (7) days per week, communication/dispatch center to receive requests for service and dispatch City of Bastrop Police and Fire Department personnel to respond to service requests at all times during the term of this Agreement and any extensions thereof, beginning immediately after the effective date noted in the Agreement.
- (6) The County shall provide and pay all costs associated with the purchase and/or installation of all radio communication equipment to be located at the Bastrop County Communications Center, which the City and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the City of Bastrop Police and Fire Department. The required equipment shall remain the property of the County and may be removed by the County, at its sole expense, in the event of expiration or termination of the Agreement.
- (7) Unless otherwise required by law, no information regarding service requests dispatched by the County will be given to third parties, without consent of the City of Bastrop Police and Fire Department.
- (8) The Parties acknowledge and agree that the services to be provided by the County under this Agreement are contingent upon service demands, public convenience, and existing

needs and necessity of the citizens of Bastrop County and the City of Bastrop, and that if such demands change in the future, amendments to this Agreement may be required.

- (9) At the discretion of the Bastrop City Manager, the City of Bastrop Chief of Police will act as the City's contact and contract administrator concerning this Agreement.
- (10) Bastrop County agrees to provide the City of Bastrop Police and Fire Department with access to computerized records, reports, literature, and/or documentation that memorialize the services provided by the County under this Agreement and conformance with the County's requirements, the City's requirements, and/or any other applicable regulatory requirements.
- (11) All emergency communications calls dispatched by the County to the City shall be dispatched on frequencies approved by the City, unless it is not possible to do so because of emergency circumstances, at which point the City and County will coordinate to conduct emergency operations plans including, but not limited to, the use of other dispatch channels, handhelds, radios or telephone to facilitate continuing Emergency Communication Services.
- (12) The County shall provide, at no additional cost to the City, all emergency communications training required by any Bastrop County employees, contractors, representatives, agents, or personnel who act as Bastrop County Telecommunicator(s) pursuant to this Agreement.
- (13) The Parties agree that all telephone lines into the Bastrop County Communications Center remain the property of the entity that purchases and initiates service of the lines. Each respective entity shall be responsible for all maintenance on their respective telephone lines.
- (14) The Parties agree that in the event the Bastrop County Communications Center is relocated from its current location, during the term of this Agreement or any extension to such term, the Parties shall work together to coordinate the equipment relocation and emergency communications services transition in a manner that ensures minimal disruption or alteration of all emergency communications services.

**ARTICLE IV**  
**OBLIGATIONS OF THE CITY**

7. The City of Bastrop, through its officers, Police and Fire Department, employees, contractors, agents, and/or personnel, agrees to receive Emergency Communications Services from Bastrop County in response to requests placed by the citizens of Bastrop County and the City of Bastrop, as follows:

- (1) The City agrees to be responsible for providing and maintaining all communications equipment necessary to receive radio communications from the Bastrop County Communications Center, and for communicating with the Bastrop County Communications Center and between the City's personnel.
- (2) The City shall be responsible for purchasing, maintaining, and repairing the City of Bastrop Police and Fire Department's base, mobile, and portable communications equipment including pagers and computers.

**ARTICLE V**  
**COMPENSATION**

8. As compensation for the Emergency Communications Services provided by the County, pursuant to the 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 **Three Hundred and Twenty Five Thousand Dollars (\$325,000.00)** per year (“Annual Fee”), in quarterly installments of **Eighty One Thousand, Two Hundred and Fifty Dollars (\$81,250.00)**. The quarterly installments shall be due and payable within thirty (30) days of October 1, January 1, April 1, and July 1 of each year thereafter for the Initial Term of the Agreement and any subsequent renewal term.
  - (2) After the Initial Term, the cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Management and the City of Bastrop Chief of Police. This group will review needed improvements, expansion of services and the future cost of providing those services, and then make recommendations to the City Council and County Commissioners Court for an adjustment to the Annual Fee for the following budget year. Adjustments to the Annual Fee shall require approval by each Party’s governing body of an addendum to this Agreement adjusting the Annual Fee.
  - (3) If no adjustment to the Annual Fee is recommended, then the Annual Fee for the following budget year shall remain the same as the Annual Fee for the prior budget year, unless otherwise modified by an amendment to this Agreement by the Parties.
  - (4) In the event an adjustment to the Annual Fee is recommended and this Agreement is automatically renewed or otherwise extended by the Parties without mutual agreement as to the Annual Fee for the renewed or extended term, the Parties hereby agree to temporarily extend the Agreement on a month-to-month basis until the Parties approve an addendum to this Agreement agreeing to an the Annual Fee for the renewed or extended term or the Agreement is otherwise modified or terminated. During such month-to-month extension, the City agrees to pay the County a monthly pro-rated amount based on the prior budget year’s Annual Fee amount. Such monthly payments shall be made by the City to the County on or before the 15th calendar day of each month for

services provided in the preceding calendar month. If the Parties agree to an Annual Fee for the renewed or extended term and resume payments in quarterly installments, the City’s monthly pro-rated payments shall be credited towards the agreed-upon Annual Fee for that budget year. If the Parties do not agree to an adjusted Annual Fee and instead terminate the Agreement during such a temporary month-to-month extension, the City’s monthly pro-rated payments shall be deemed full and complete satisfaction of the compensation owed to the County for such month-to-month services.

**ARTICLE VI**  
**MISCELLANEOUS PROVISIONS**

9. Term of Agreement, Termination, and Renewal. The initial term of this Agreement shall be for **Two (2) years** from the effective date hereof (the “Initial Term”). Following the Initial Term, this Agreement will automatically renew for successive one (1) year terms on **October 1 each year thereafter** unless otherwise modified or terminated by the Parties. One hundred and twenty (120) days prior to the expiration of the Initial Term or a successive renewal anniversary date of this Agreement, the Parties will meet to determine if the Agreement will be continued, modified, or terminated. Notwithstanding anything to the contrary, either Party to this Agreement may terminate this Agreement with no penalty, with or without cause, by providing the other Party with ninety (90) days written notice of its desire and intention to terminate this Agreement.
  
10. Current Revenues, Non-Appropriations. Each Party hereby represents that the Party shall pay for the performance of governmental functions or services under this Agreement from current revenues available to the paying Party. Continuation of this Agreement is contingent upon appropriation or availability of current revenues sufficient to pay for 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.
  
11. 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.

12. 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.
13. 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.
14. 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  
Bastrop, Texas 78602

Bastrop County Communications Management  
Bastrop County Emergency Communications  
1501 Business Park Dr.  
Bastrop, Texas 78602

With copy to: District Attorney  
804 Pecan Street  
Bastrop, Texas 78602

The City of Bastrop

The City of Bastrop  
Attn: City Manager  
1311 Chestnut St.  
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

15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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, 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, except that which is



caused in the majority by the acts and/or omissions of the City.

- (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.

22. 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

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.

23. 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.

24. 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.

25. 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.

*[Signatures on following page.]*

**THE CITY OF BASTROP**

ATTEST:

By: \_\_\_\_\_  
Lyle Nelson, Mayor

By: \_\_\_\_\_  
Ann Franklin, City Secretary

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Alan Bojorquez  
City Attorney, City of Bastrop, Texas

**BASTROP COUNTY**

ATTEST:

By: \_\_\_\_\_  
Gregory Klaus, County Judge

By: \_\_\_\_\_  
Krista Bartsch, County Clerk

Date: \_\_\_\_\_

**BASTROP COUNTY SHERIFF**

By: \_\_\_\_\_  
Maurice Cook, Bastrop County Sheriff

Date: \_\_\_\_\_

**Approved as to Form:**

By: \_\_\_\_\_  
Greg Gilleland  
First Assistant Criminal District Attorney  
Bastrop County, Texas  
SBOT #07923050