

RESOLUTION NO. R-2018-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS APPROVING AN AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP, ATTACHED AS EXHIBIT A; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR A REPEALING CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, The City Council has appointed the City Manager as the Chief Administrative Officer of the City; and

WHEREAS, The City Manager is responsible for the proper administration of all affairs of the City; and

WHEREAS, The City of Bastrop ("City") and the County of Bastrop ("County") agree that the availability of police and fire department 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 Departments, 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 related to the provision of police and fire dispatching services to the City of Bastrop Police Department and City of Bastrop Fire Department by the County.

WHEREAS, The City and the District are entering into this Agreement in accordance with the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code; and

WHEREAS, the City Council finds that a very significant public interest is served by the completion of this Interlocal Agreement for Emergency Communications Services between the City of Bastrop and Bastrop County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:


Section 1: That the City Manager is hereby authorized to execute a Contract for Dispatch Services with Bastrop County for services provided to the Bastrop Police and Fire Departments. (Exhibit A)

Section 2: All orders, ordinances, and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 3: That this Resolution shall take on October 1, 2018, and it is so resolved.


DULY RESOLVED AND ADOPTED by the City Council of the City of Bastrop this 11th day of September, 2018.

APPROVED:



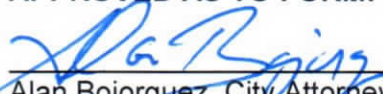
Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney

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

This Agreement (“Agreement”), effective on October 1, 2018, 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 department 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 Departments, 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 interlocal contract arrangement related to the provision of police and fire dispatching services to the City of Bastrop Police Department and City of Bastrop Fire Department by the County; and

WHEREAS, Bastrop County and the City of Bastrop are authorized to enter into this agreement pursuant to Texas Government Code Chapter 791.

NOW THEREFORE BE IT RESOLVED THAT THE CITY OF BASTROP AND BASTROP COUNTY DO HEREBY AGREE AS FOLLOWS:

**ARTICLE I.
DEFINITIONS**

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 Department 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.

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BASTROP COUNTY TELECOMMUNICATIONS OPERATOR(S) means the person(s) employed by Bastrop County and trained to process emergency call and dispatch City of Bastrop Police and Fire Department personnel, pursuant to this Agreement.

ARTICLE II.
MUTUAL AGREEMENT OF THE PARTIES

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.

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 Department 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.

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 Director 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 telecommunications operators are needed to fulfill the needs of the City of Bastrop Police Department 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.

The Parties agree that the scheduling and assignment of the Bastrop County telecommunications operators shall be controlled solely by Bastrop County, provided that emergency communications services shall be provided to City of Bastrop Police Department and Fire Department on a continuous, twenty-four (24) hour per day, seven (7) days per week, basis.

ARTICLE III.
OBLIGATIONS OF THE COUNTY

Bastrop County through the employees, contractors, agents and/or personnel, agrees to provide emergency communications services to the City of Bastrop Police Department and Fire Department in response to requests placed by the citizens of Bastrop County, and the City of Bastrop, as follows:

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- 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 Department and Fire Department on a continuous 24 hours per day, seven (7) day per week basis, with a minimal staffing of 3 telecommunications operators at all times. Bastrop County will train its telecommunications operators in basic emergency communications operations and services, and will further train its telecommunications operators 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 telecommunications operators 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 telecommunications operators will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the City of Bastrop;
- 4) The Bastrop County telecommunications operators 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 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) hour, 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 request, 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 Department 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 Department or 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, 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;

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- 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 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 conduct communications in accordance with their respective emergency operations plan, including (but not limited to) other dispatch channels, handheld radios, or telephones;
- 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 telecommunications operators 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

The City of Bastrop, through its Police 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 Department's base, mobile, and portable communications equipment including pagers and computers.

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**ARTICLE V.
COMPENSATION**

As compensation from the Emergency Communications Services provided by the County, pursuant to the terms of this Agreement, the Parties agree to the following:

- 1) For the first year of the initial two- year term of this agreement, the City agrees to pay the County the sum of **Two Hundred Eighty-Six Thousand Three Hundred and Five dollars (\$286,305)** per year, in quarterly installments of **Seventy One Thousand Five Hundred Seventy-six dollars and twenty-five cents (\$71,576.25)**, for the term of this Agreement. The installment of quarterly payments by the City 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 term of the Agreement. All payments made by the City under this Agreement shall be from current funds.
- 2) In the event this Agreement is extended beyond its initial term (as specified below) by the mutual consent of the Parties on a month-to-month basis, but without mutual agreement on the annual fee, payments shall continue to be made by the City to the County on or before the 15th calendar day of each month, in a monthly pro-rated amount, unless the Parties agree to a modification in compensations for the month-to-month extension of services.
- 3) 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 Director and the City of Bastrop Chief of Police. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services. This group will then make a recommendation to the City Council and the County Commissioners Court for an annual fee for the following budget year. The fee shall require approval of an addendum to this agreement by the City Council and County Commissioners Court. If such an addendum is not approved on or before October 1st, the fee shall be the same as the prior year's fee.

**ARTICLE VI.
MISCELLANEOUS PROVISIONS**

- 1) Term of Agreement, Termination, and Renewal. This Agreement shall be for **Two (2) years** from the effective date hereof and will automatically renew on **October 1 each year thereafter** for an additional one-year term until modified or terminated by the Parties. One hundred and twenty (120) days prior to the termination date or 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.

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- 2) 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 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 acceding to the demand at the opposing Party or Parties when such settlement is unfavorable to it in the judgment of either Party hereto.
- 3) 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.
- 4) 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 writing between the Parties.
- 5) Addresses and Notices. 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 Director
Bastrop County Courthouse
804 Pecan Street
Bastrop, Texas 78602

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

The City of Bastrop
Attn: City Manager
1311 Chestnut Street

With copy to:
City Attorney of the City of Bastrop

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PO Box 427
Bastrop, Texas 78602

12325 Hymeadow Dr., Ste 2-100
Austin, TX 78750

- 6) Authority of Parties Executing Agreement. By their execution hereof, each of the undersigned Parties represents and warrants to the Parties to this document that he or she has the authority to execute the document in the capacity shown on this document.
- 7) 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) Law. The terms and conditions of this Agreement, and the rights and obligations thereunder shall be determined by the laws of the State of Texas. Any suits, causes of action, or claims related to performance, non-performance or interpretation of this Agreement shall be brought in Bastrop County, Texas.
- 14) 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.

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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 fully executed when signed by a duly authorized representative of each Party, and on the latest date shown under the signature lines below, and effective October 1st.

CITY OF BASTROP

ATTEST:

by: _____
Connie Schroeder, Mayor

by: _____
Ann Franklin, City Secretary

Date: _____

Approved as to Form:

by: _____
Alan Bojorquez
City Attorney
City of Bastrop, Texas

BASTROP COUNTY

ATTEST:

by: _____
Paul Pape, County Judge

by: _____
Rose Pietsch, County Clerk

Date: _____

Approved as to Form:

by: _____
Greg Gilleland
First Assistant Criminal District Attorney
Bastrop County, Texas