

Emergency Communications Services Contract – Bastrop County and Bastrop Independent School District

**AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES
BETWEEN BASTROP COUNTY AND THE BASTROP INDEPENDENT SCHOOL
DISTRICT**

This Agreement (“Agreement”), effective on August 24, 2025 by and between Bastrop County (the “County”), and the Bastrop Independent School District (the “District”), 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 Bastrop Independent School District agree that the availability of police dispatching services to the citizens of Bastrop County and the Bastrop Independent School District is beneficial to the health and welfare of the citizens of Bastrop County and the District of Bastrop; and

WHEREAS, the County of Bastrop has the facilities and personnel necessary to provide dispatching services to the Bastrop Independent School District Police Department to serve the residents of the District as well as the County; and

WHEREAS, Bastrop County has the proper equipment, training and personnel, necessary to receive police department assistance requests made by the citizens of the Bastrop Independent School District and Bastrop County, and further has the ability to then dispatch Bastrop Independent School District Police personnel to respond to such requests; and

WHEREAS, Bastrop County and the Bastrop Independent School District have in the past entered into agreements concerning the provision of dispatching service by the County to the District and desire to continue such inter-local contract arrangement related to the provision of police dispatching services to the Bastrop Independent School District Police Department by the County.

NOW THEREFORE, THE PARTIES 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 District and the County related to provisions of dispatching services to the Bastrop Independent School District Police Department.

EMERGENCY COMMUNICATIONS SERVICES means the services provided by Bastrop County to the Bastrop Independent School District Police Departments, under this Agreement.

BASTROP COUNTY TELECOMMUNICATIONS OPERATOR(S) means the person(s) employed by Bastrop County and trained to process emergency call and dispatch Bastrop Independent School District Police 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 District 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 District 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 Bastrop Independent School District Police Department. The Parties further agree that the County will use the quarterly payment made by the District 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 Bastrop Independent School District 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 District have been sufficient and satisfactory. If it is determined that additional Bastrop County emergency communications personnel are needed to fulfill the needs of the Bastrop Independent School District Police 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 Telecommunicator(s) shall be controlled solely by Bastrop County, provided that emergency communications services shall be provided to Bastrop Independent School District Police 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 Bastrop Independent School District Police Department in response to requests placed by the citizens of Bastrop County, and the District 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 Bastrop Independent School District Police Department on a continuous 24 hours per day, seven (7) day per week basis, with a minimal staffing of 3 Telecommunicators at all times. 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 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

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- 3) The Bastrop County Telecommunicator(s) will service requests directed to the Bastrop County Communications Center by citizens of Bastrop County and the Bastrop Independent School District of Bastrop;
- 4) The Bastrop County Telecommunicator(s) will dispatch Bastrop Independent School District Police Department personnel, according to their training, instruction, procedures and policies, agreed upon by the Bastrop Independent School District 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 Bastrop Independent School District Police 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 District and the County agree is sufficient for emergency communications between the Bastrop County Communications Center and the Bastrop Independent School District Police 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 Bastrop Independent School District Police 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 District 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 District Manager, the Bastrop Independent School District Chief of Police will act as the District's contact and contract administrator concerning this Agreement;
- 10) Bastrop County agrees to provide the Bastrop Independent School District 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 District's requirements, and/or any other applicable regulatory requirements;
- 11) All emergency communications calls dispatched by the County to the District shall be dispatched on frequencies approved by the District, unless it is not possible to do so because of emergency circumstances;

- 12) The County shall provide, at no additional cost to the District, 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 DISTRICT

The District 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 District of Bastrop, as follows:

- 1) The District 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 District's personnel.
- 2) The District shall be responsible for purchasing, maintaining, and repairing the Bastrop Independent School District Police Department's base, mobile, and portable communications equipment including pagers and computers.
- 3) The District agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claims as a result of incorrect or improper information provided by the District regarding warrants being entered into TCIC/NCIC.

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) The District agrees to pay the County the sum of **Forty-Seven Thousand, One Hundred and Fourteen dollars (\$47,114.00)** per year, in quarterly installments of **Eleven Thousand, Seven Hundred and Seventy-Eight Dollars (\$11,778.50)**, for the term of this Agreement. The installment of quarterly payments by the District 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.
- 2) In the event this Agreement is extended by the mutual consent of the Parties on a month-to-month basis payments shall continue to be made by the District 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 District shall be reviewed annually prior to the District adopting its final budget. This review process will involve at a minimum the Bastrop County Judge, the Bastrop County Communications Center Management and the Bastrop Independent School District 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.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Term of Agreement, Termination, and Renewal. This Agreement shall be for **Two (2) years** from the effective date hereof and will automatically renew on **August 24th each year thereafter** 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.

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

Emergency Communications Services Contract – Bastrop County and Bastrop Independent School District 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.

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.

Modification. This Agreement shall be subject to change, amendment or modification only with the mutual consent of the District and the county. All modifications shall be memorialized in writing between the Parties.

Addresses and Notices. Unless otherwise notified in writing by the other, the addresses of the County and the District are and shall remain as follows:

Bastrop County

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

Bastrop County Sheriff's Office
Communications Division
1501 Business Park Dr.
Bastrop, Texas 78602

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

The Bastrop Independent School District

Attn: School Board

With copy to:
Bastrop Independent School District Attorney

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.

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.

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Assignment. This Agreement may not be assigned by the County or the District 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 District to honor the County's obligations to the District under the terms of the Agreement.

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 District incapable of performing under the Agreement, any successor of the District, whether the result of legal process, assignment or otherwise, shall succeed to the rights and obligations of the Agreement.

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.

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.

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 District Police Department, the District, it's 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. The County agrees to release the District 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 District or third parties that is caused by the County, it's employees, contractors, subcontractors or agents actions, omissions or negligence, or by the failure of the County, it's 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 District.
- (2) Liability for such injuries to the County, it's employees, contractors, subcontractors or third parties, or for damages to the County, it's 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 District.
- (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 District.
- (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 District of any

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- (5) Liability caused by trespass by the County, its employees, agents, contractors, or subcontractors.

Release By District. For good and valuable consideration, the receipt of which is hereby acknowledged, including specifically entering into this Agreement, the District 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 District, which the District may now have or hereafter claim to have, resulting from arising out of, associated with, or in any way related to this Agreement. The District agrees to release the County from any and all liability including, but not limited to, the following:

- (1) Liability caused by the District's employees, contractors, subcontractors, or agents for all injuries and damage to property of the District, the County or third parties that is caused by the District, its employees, contractors, subcontractors or agents actions, omissions or negligence or by the failure of the District, 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 District, its employees, contractors, subcontractors or third parties, or for damages to the District, 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 District'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 District, except that which is caused in the majority by the acts and/or omissions of the County.
- (5) Liability caused by trespass by the District, its employees, agents, contractors, or subcontractors.

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.

GOVERNING LAW AND JURISDICTION: The parties agree that this agreement is construed under Texas law and that jurisdiction and venue are proper in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin Division.

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Construction of Agreement. The Parties acknowledge that each, and if it so chooses, it's 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 BASTROP INDEPENDENT SCHOOL DISTRICT

ATTEST:

By: _____
Board President

By: _____
District Secretary

Date: _____

BASTROP COUNTY

ATTEST:

By: _____
, County Judge

By: _____
County Clerk

Date: _____

BASTROP COUNTY SHERIFF

By: _____
Maurice Cook, Bastrop County Sheriff
Date _____

Approved as to form:

Bastrop County Attorney
Bastrop County, Texas