RESOLUTION NO. R-2021-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS
APPROVING A FIRST MODIFICATION TO THE 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 services by the County to the City and desire
to continue such inter-local contract arrangements 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, The City and the County entered into an Interlocal Agreement for Emergency
Communications Services in accordance with the Interlocal Cooperation Act, Chapter 791 of the
Texas Government Code on or about October 1, 2018; and

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

WHEREAS, the City and the County wish to modify the Interlocal Agreement for
Emergency Services.

City of Bastrop
Contract for Dispatch Services with 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 Modification to the Interlocal Agreement for Emergency Communication 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 effect on October 1, 2021, and it is so resolved.

Duly Resolved and Adopted by the City Council of the City of Bastrop this 13th day of July 2021.

APPROVED:

Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

Alan Bojorquez, City Attorney

City of Bastrop
Contract for Dispatch Services with Bastrop County
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS:

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APPROVED:

[Signature]
Connie B. Schroeder, Mayor

ATTEST:

Ann Franklin, City Secretary

APPROVED AS TO FORM:

[Signature]
Alan Bojorquez, City Attorney

City of Bastrop
Contract for Dispatch Services with Bastrop County
ATTACHMENT “A”

FIRST MODIFICATION AMENDMENT OF THE
INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES
BETWEEN BASTROP COUNTY AND THE CITY OF BASTROP

The Agreement was effective on October 1, 2018, by and between Bastrop County (the “County”) and the City of Bastrop (the “City”), a Home Rule Municipality incorporated and operating under the laws of the State of Texas, (collectively referred to herein as the “Parties”.

The following terms of the Agreement are hereby amended. All other terms and conditions of the original Agreement remain in full force and effect.

ARTICLE V. COMPENSATION

1) Beginning October 1, 2021, the City agrees to pay the County the sum of Three Hundred Thirty Thousand Seven Hundred Eighty One and 96/100 dollars ($330,781.96) per year, in quarterly installments of Eighty Two Thousand Six Hundred Ninety Five and 49/100 dollars ($82,695.49), for the term of the Agreement. The quarterly installment 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 for the term of the Agreement. All payments made by the City under this Agreement shall be from current funds.

This First Modification executed below upon full authority of each Parties governing body, will take effect October 1, 2021 and remain in effect for two years, or until thereafter modified or terminated by either Party.

CITY OF BASTROP

By: ________________________________  ATTEST: ________________________________
    Paul Hofmann, City Manager

Date: 7/15/21

Approved as to from: By: ________________________________
    Alan Bojorquez, City Attorney
    City of Bastrop, Texas

BASTROP COUNTY

By: ________________________________  ATTEST: ________________________________
    Paul Pape, County Judge

Date: ________________________________

Approved as to form: By: ________________________________
    Greg Gilleland, First Assistant District Attorney
    Bastrop County, Texas
FIRST MODIFICATION AMENDMENT OF THE
INTERLOCAL AGREEMENT FOR EMERGENCY COMMUNICATIONS SERVICES
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CITY OF BASTROP

By: ____________________________
Paul Holmahan, City Manager

Date: 7/15/21

Approved as to form: By: ____________________________
Alan Bojorquez, City Attorney
City of Bastrop, Texas

BASTROP COUNTY

By: ____________________________
Paul Pape, County Judge

Date: 8/23/21

Approved as to form: By: ____________________________
Greg Gilleland, First Assistant District Attorney
Bastrop County, Texas

ATTEST: ____________________________

ATTEST: ____________________________
Rose Pietsch, County Clerk