

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN
COMAL COUNTY WATER ORIENTED RECREATION DISTRICT AND COMAL
COUNTY, TEXAS**

This Agreement for Law Enforcement Services (“Agreement”) is entered into by and between Comal County, Texas (“Contractor”), a political subdivision of the State of Texas, and Comal County Water Oriented Recreation District (“WORD”), a political subdivision of the State of Texas, under the authority granted to each by Chapter 791, Texas Government Code, which allows local political subdivisions to enter into interlocal cooperation agreements for governmental purposes.

ARTICLE 1 – PURPOSE AND TERM

- 1.01 Purpose:** The purpose of this Agreement is to provide law enforcement services by the Office of Comal County Constable Precinct 4 within WORD’s boundaries for the benefit of WORD.
- 1.02 Term:** The term of this Agreement is from March 31, 2018 to March 31, 2019 on the Guadalupe River and Canyon Lake.

ARTICLE 2 – SERVICES AND DUTIES OF CONTRACTOR

- 2.01 Patrol Area:** The primary area for patrol by Contractor is the Upper Guadalupe river area above Canyon Lake and Comal County boat ramps around Canyon Lake. Secondary patrol areas may be added by mutual consent of WORD and Precinct 4 Constable to include any area within WORD's boundaries.
- 2.02 Services of Contractor:** Services to be provided by Contractor are as follows:
- A. Patrols:** Scheduled patrols to enforce state and local criminal and civil laws, including WORD regulations relating to glass and foam/polystryrene and the issuance of citations and arrests where appropriate for violations by individuals or businesses whose revenue permits have been revoked or who have not acquired a revenue permit. Patrols shall begin on May 18, 2018 and end on September 9, 2018. Patrols shall take place on the dates set forth in the Patrol Schedule attached as Exhibit “A” and incorporated herein.
 - B. Extra Law Enforcement:** Law enforcement for weekends as needed throughout the contract term with regular patrols to commence on Memorial Day weekend (May 26, 27, 28, 2018) and to end on Labor Day weekend (September 1, 2, 3, 2018). Contractor agrees to deploy a sufficient number of law enforcement officers as determined by the Comal County Constable, Precinct 4, or his designee to maintain crowd control.

C. Off season Law Enforcement: At their mutual consent, WORD and Constable liaisons may agree to offseason patrols as needed within the Canyon Lake and Guadalupe River area for purposes including WORD permit holding business checks, fishing guide patrols, and other lawful purposes within the WORD District. Total amount to be expended under these supplemental patrols is not to exceed \$10,000.00.

2.03 Costs of Law Enforcement: The parties agree that the costs of services shall be as follows:

A. Law Enforcement Officers: Law Enforcement Officers shall be those officers, both paid and reserve deputy constables, which have been certified by the State of Texas as peace officers and commissioned accordingly by the Comal County Constable's Office. While on duty under the terms of this Agreement, All Constables, both Regular and Reserve, shall be compensated at a rate of \$36.02 per hour (includes salary, FICA, worker's comp insurance, unemployment compensation, and supplies). The maximum funds to be expended on Law Enforcement Officers under the terms of this agreement shall be \$90,000, including vehicle expense listed below in 2.04 (B.).

B. Vehicle Expense: \$9.00 per hour per vehicle.

C. Watercraft Expense: In the event WORD requests on-water patrols, WORD shall be responsible for providing the vessel and the cost of vessel fuel, maintenance, and repairs. If watercraft is utilized under this Agreement, WORD shall, at its expense, maintain in full force during the term of this Agreement insurance with limits of not less than \$300,000 each accident for bodily injury or death and property damage arising out of the use and operation of the watercraft. Said policy shall name Comal County, Texas, as an additional insured. All Constables, both Regular and Reserve shall be compensated at the hourly rate specified in paragraph 2.04 A. while performing on-water patrols.

2.04 Contractor's Responsibilities for Payment to Officers: County shall be responsible for paying the wages and/or salaries, and acquiring, and paying for workers' compensation insurance for the law enforcement obligations covered by this Agreement.

2.05 Contractor's Duties to Report to WORD.

A. Daily Logs: Contractor shall prepare a daily law enforcement log in accordance with the sample format attached and incorporated herein as Exhibit "B." The daily logs shall be submitted by Contractor at the close of each week to the WORD representative listed in 7.01.

B. **Request for Payment:** The Contractor will provide the WORD representative designated in Section 6.01 below, a request for payment for reimbursable services performed each month. The request for payment will be submitted no later than **ten (10)** business days after the close of the reporting month. The request for payment will include:

- (1) TOTAL CHARGES
- (2) NUMBER OF MANHOURS WORKED
- (3) STARTING AND ENDING DATES OF BILLING PERIOD.

2.06 Uniforms Required: All of Contractor's contracted law enforcement personnel shall wear standard uniforms normally worn by the law enforcement agency. Patrol vehicles shall have the insignias and markings approved by the Constable's Office. Patrol vehicles shall also be equipped with standard law enforcement lights, radios, and any other equipment necessary to perform all required services. Contractor will be responsible for all vehicle costs, including insurance, fuel, maintenance, and any other costs associated with the operation of each vehicle.

2.07 Inspection of Services: The services performed by Contractor under this Agreement shall be subject to inspection by the Comal County Constable, Precinct 4, or his designated representative, and to the WORD liaison to insure strict compliance with the terms of this Agreement.

2.08 Continuations/Changes in Patrol Duties:

A. **Normal Continuations:** Deputies working on the WORD contract whose duties extend beyond the normal set hours as a direct result of that contract (e.g. continuation of arrest, ongoing situation) shall be added to the bill to be submitted to WORD.

B. **Emergency Situations:** In the event a widespread emergency or other situation occurs requiring County Law Enforcement to remain within WORD's boundaries to handle a high water or other event, Comal County shall cover the costs, but may submit a separate bill to WORD for reimbursement at the discretion of a Board of Directors vote on a case by case basis.

C. **Called away for assistance:** In the event a deputy working on the WORD contract is called away to handle or assist in a non-WORD relevant situation away from their scheduled patrol area, said deputy shall note the time he or she left the area, the purpose for leaving, and the time returning to the area on the Daily Law Enforcement Log. WORD shall not be billed for this period of time.

D. Additional manpower: In the event additional manpower resources are called in to assist with a situation under the WORD contract, WORD shall be billed for the applicable deputy hours.

ARTICLE 3 – DUTIES OF WORD

3.01 Compensation to Contractor: In consideration for the services provided by Contractor at the rates described in Article 2 above, WORD agrees to pay Contractor an amount not to exceed \$80,000.00 for **Regular and Extra Summer patrols and \$10,000.00 for offseason patrols as itemized in Section 2.02.**

3.02 Orientation: WORD agrees to perform an appropriate orientation to familiarize law enforcement personnel of the requirements of the Agreement.

ARTICLE 4 – PAYMENT PROCEDURE

4.01 Procedure for Payment: In accordance with 2.06B, Comal County Auditor will send an invoice to WORD, which shall include, but not be limited to, a listing of hours worked by type of employee, the rate charged for the employee's work, and the hours worked. Contractor shall keep all records to substantiate the Contractor's billing, which shall be made available to WORD for inspection. WORD shall review each monthly billing and provide payment to Contractor within thirty (30) days of receipt of the invoice.

ARTICLE 5 – TERMINATION OF AGREEMENT

5.01 Termination: The contract may be modified or terminated by WORD or Comal County Constable, Precinct 4, due to lack of water recreation or exigent circumstances within three (3) working days notice of both parties, otherwise termination for any other reason by either party requires thirty (30) days advance written notice.

5.02 Limitation of Hours Worked: The Contractor, by and through the Constable, Precinct 4, should voluntarily reduce the hours and number of law enforcement personnel when crowds are down due to weather and other factors. In addition, the WORD liaison listed in section 7.01 or his designee may reduce the hours and number of law enforcement personnel at his discretion.

ARTICLE 6 – NOTICE

6.01 Notice: Any notice required or permitted to be given under this Agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this Article or on the date of certified receipt if placed in the United States mail, postage prepaid by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified below.

For Contractor:
COMAL COUNTY, TEXAS
COUNTY JUDGE
150 N. SEGUIN AVE.
NEW BRAUNFELS, TEXAS 78130

For WORD:
PRESIDENT
WATER ORIENTED RECREATION DISTRICT
P.O. Box 2789
Canyon Lake, Texas 78133

ARTICLE 7 – LIAISON

7.01 Liaison Personnel: Contractor and WORD agree to maintain specifically identified liaison personnel for their mutual benefit during the term of this Agreement.

Contractor’s Liaison: Constable Shane Rapp

WORD’s Liaison: Mike Dussere, GM

The liaison named by Contractor shall serve as the initial point of contact for any inquiries made pursuant to this Agreement by WORD and respond to any such inquiries by WORD. The liaison named by WORD shall serve as the initial point of contact for any inquiries made pursuant to this Agreement by Contractor and respond to any such inquiries by Contractor. The liaisons shall be named in writing at the time of the execution of this Agreement. Subsequent changes in liaison personnel shall be communicated by the parties in writing.

ARTICLE 8 – LIABILITY AND INSURANCE

8.01. Liability: Each party hereto shall be responsible for the acts or failure to act of its employees, agents or servants, provided, however, its responsibilities shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

8.02. Insurance: Each party hereto agrees to carry workers’ compensation, and liability insurance covering the actions or failures to act of that party’s respective officer, employee, agent, or independent contractor.

ARTICLE 9 – CHANGES IN THE LAW

9.01. Changes in the Law: Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law are automatically

incorporated into this Agreement without written amendment to the Agreement and shall be effective on the date designated by said federal or state law.

ARTICLE 10 – AMENDMENTS

10.01 Amendments: Any changes to this Agreement, except those changes so designated in this Agreement, shall be in writing and executed by both parties to this Agreement.

ARTICLE 11- INTEGRATION

11.01. Entire Agreement: This Agreement represents the entire and final agreement between the parties, and all oral or written agreements between the parties relating to the subject matter of this Agreement have been reduced to writing and are contained herein.

ARTICLE 12 – VENUE

12.01 Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit brought by either party for any breach of this Agreement is fixed in any court of competent jurisdiction in Comal County, Texas. All payments shall be due and payable in Comal County, Texas.

ARTICLE 13 – LEGAL CONSTRUCTION

13.01 Legal Construction: In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof; and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. The headings of this Agreement are for the convenience of reference only and shall not affect in any manner any of the terms and conditions herein.

ARTICLE 14 – IMMUNITY

14.01 Immunity: No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses or remedies at law available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

EXECUTED in duplicate original's, each of which shall have the full force and effect of any original effective on the date of last signature hereto.

COMAL COUNTY, TEXAS

By: _____
Sherman Krause County Judge

Date: _____

APPROVED AND SIGNATURE OF COUNTY JUDGE AUTHORIZED by Commissioners Court of Comal County acting in open session this _____ day of _____, 2018 to certify which witness my hand and official seal.

ATTEST:

Bobbie Koepp, County Clerk

Date: _____

COMAL COUNTY CONSTABLE, Precinct 4

By: _____
Shane Rapp, Comal County Constable

Date: _____

WATER ORIENTED RECREATION DISTRICT

By: _____
Doug Carver, President
Water Oriented Recreation District

Date: _____