

**NOTICE OF MEETING AND EVENT
COMAL COUNTY WATER ORIENTED RECREATION DISTRICT**

NOTICE is hereby given that a Special meeting of the **COMAL COUNTY WATER ORIENTED RECREATION DISTRICT** will be held on the 15th Day of December 2021, at **5:30 PM** at **the Grist Mill Restaurant**, 1287 Gruene Rd, New Braunfels, Texas. This meeting will be immediately followed by a WORD Event. There is no agenda for this event, as no action will be taken on any WORD issues. It is being posted as required because a quorum of the WORD Board will be in attendance.

5:30 PM **CALL TO ORDER**

WORKSHOP AGENDA:

1. Receive reports from staff on the following subjects:
 - Staffing updates

ACTION AGENDA:

The following subjects will be discussed, considered, passed or adopted, to wit:

2. Public Comments.
3. Consider modifications to renewal of Gate Attendant contracts for Comal and Canyon parks.
4. Review bids and consider award of Contract # 9 – Roadsides as needed.
5. Adjourn.

The WORD Board reserves the right to enter into Executive Session for the purposes of discussion regarding any of the above listed agenda items by citing the section of Texas Local Government Code applicable to the item.

Signed: _____ Date _____
Jennifer Bretzke, Board President

I, Mike Dussere, Manager of the Water Oriented Recreation District of Comal County, do hereby certify that the above NOTICE OF MEETING of the Comal County Water Oriented Recreation District is a true and correct copy of said notice, and that I received and acknowledged that said Notice was posted on the bulletin board on the front door of the WORD office, at a place readily accessible to the general public at all times by the 10th day of December, at or before 5:30 PM, and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this _____ day of _____ 2021

Attested: _____
Mike Dussere, Manager, W.O.R.D.

WORKSHOP AGENDA:

1. Receive reports from staff on the following subjects:

- **Staffing updates** – The candidate we made a job offer to has declined. At this time, I am going over the job posting and repackaging it. I am also looking at whether there are ways to restructure internally in order to allow for a less experienced candidate with room for growth.

ACTION AGENDA:

The following subjects will be discussed, considered, passed or adopted, to wit:

2. Public Comments.

3. Consider modifications to renewal of Gate Attendant contracts for Comal and Canyon parks.

After discussion with Holly, we have modified the language in the gate attendant contracts. We have removed all reference to “termination for cause” and changed it to simply “termination”. We have also listed some additional examples of reasons for termination but kept the clause that this does not include all potential reasons. We believe there are enough protections in the contract to allow WORD staff to take action when necessary.

The contract example below is for Comal Park but the language changes will be carried through in all applicable sections for Canyon park as well.

***COMAL PARK
GATE ATTENDANTS CONTRACT – - 2022***

Work Specifications for Gate Attendants For the Comal County Water Oriented Recreation District within Comal Park

Contractor shall provide adequate staffing every day from March 1 to October 31 to ensure the following tasks are completed:

1 – User Fee Collection / Gatehouse staffing:

- A. At all times while the park is open, the gatehouse shall be staffed and user fees at an amount set by WORD shall be collected from all persons entering the park.
- B. WORD shall provide a general “script” for welcoming visitors to be followed by Gate Attendants.
- C. Mesh bags for trash shall be given to all entrants with verbal instructions to deposit them into any dumpster within the park.
- D. Monies for all fees shall be collected and placed into a cash register, with regular cash drops into a drop safe at intervals of no more than \$500.00.

- E. Contractor shall wear a WORD shirt and conduct themselves in a cheerful and friendly manner at all times.

2 – Logs: As directed by WORD, Contractor shall keep logs of various activities to include:

- A. Total number of vehicles and/or Persons entering the park.
- B. Daily Transaction Report and Credit Card summary report for all monies collected.
- C. Number of visits by other contractors, law enforcement, WORD personnel, etc.
- D. All complaints received.
- E. All logs shall be provided to WORD weekly or upon demand.
- F. Other logs as determined by WORD.

4 - Park Inspection & Visitor Assistance :

- A. The Park shall be inspected on a minimum once per day (weekday) and four times per day (weekend & Holiday) basis unless otherwise notified by WORD. WORD shall be notified of any items found which need addressing.
- B. Contractor shall assist park visitors with parking and other issues. All interactions to be handled in a friendly manner. (Weekends & Holidays)
- C. Contractor shall answer questions within the Park as needed and act as an ambassador.

5 – Bathroom cleaning / Trash pickup: On a Saturday, Sunday, and Holiday basis, Contractor shall, unless otherwise notified by WORD:

- A. Make rounds of all bathrooms no less than four times per day, providing light cleaning, trash emptying, and toilet paper replenishment as needed.
- B. Make rounds of all trash barrels and heavy use recreation areas, picking up all trash and placing it in a dumpster.

6 – Minor maintenance –

- A. Contractor shall perform minor repairs within the park to include: Light bulb replacement, gatehouse repairs, picnic table repair, herbicide spray on parking areas, light pest control, tree trimming, and other light duties as requested by WORD.

7 – Staffing: As per the above schedule, weekends and Holidays will require a minimum of two personnel to be in the park and working the majority of the time.

8 – Other Duties as required by WORD Supervisory staff within the scope of Park Operations.

Security:

Contractor shall be responsible for safeguarding all WORD property (owned or leased) provided for Contractor use. At the end of each work period, all property shall be secured.

Identification:

Contractor shall at all times while on duty wear Park shirts as provided by WORD. When asked by any persons, contractor shall identify themselves as contractors for WORD and direct all complaints and concerns that they are not able to handle themselves to the WORD office.

Payment:

Contractor payment shall run on a twice per month basis from March through October.

Inspection/Observation:

WORD staff shall observe or inspect the gatehouse and park area on an as-needed basis. In the event the work is found to be incomplete or unsatisfactory, WORD shall note the date and reason in writing. These write-ups shall be made available to Contractor upon request. Write-ups may also be issued for unsatisfactory conduct in the opinion of WORD even if the work is being performed as per the contract specs. Multiple infractions may be cause for contract termination.

WORD furnished items and services:

WORD shall provide contractor the following:

- A. A gatehouse for the contractor to work in.
- B. A computer, copier/printer, cash register, telephone, internet access (if required), radio equipment (if required), and all supplies needed for operation of the gatehouse.
- C. A site for self-contained travel trailer or motor home with 110 V Electric, water and sewer hook-ups, and/or dump station nearby.
- D. Mandatory safety and customer service training

Security Bonding: Contractor must be fully bonded or insured to cover collected funds by furnishing WORD proof of such bond in the minimum amount of \$5,000.00 payable to WORD of Comal County. Condition of the bond obligation covers the loss of government funds that are stolen or embezzled by the contractor. The bond must name all persons that will be working under this contract and will handle fees. Term of the bond is for 60 days past the contract termination date. Contractor can choose one of the following options to fulfill this requirement:

1. Obtain a Business Services, Volunteer in Parks, Fidelity, or Dishonesty bond from an insurance agent.

2. Furnish an irrevocable, unconditional letter of credit from a financial institution in the specified amount.

General Liability and Other Insurance: Contractor is responsible for obtaining and paying for any insurance desired including, but not limited to, medical, general liability, and comprehensive property. Contractor may be responsible for damage to WORD or private property if in the opinion of the WORD manager or his representative the damage is a result of Contractor negligence.

Liability: During the period of this contract, Contractor shall be responsible for all injuries or damages of any nature caused or contributed to by the Contractor, his/her agents, and/or employees while engaged in work under this contract.

Weapons: Firearms or any type of object that could be considered a weapon are prohibited within the park.

Code of Conduct: Contractor shall be expected to conduct themselves in a professional manner at all times.

Termination: Failure of the Contractor to fulfill the duties outlined herein may result in termination. Contractors may also be terminated if WORD determines contract services are no longer needed due to unforeseen closures of the park or major facilities (e.g. beaches, boat ramps, restrooms, picnic areas).

Examples of actions meriting termination include, **but are not limited to:**

- Theft, misappropriation of property, equipment, facilities, fees, and supplies.
- Consumption of alcohol and/or intoxication while on duty, and possession of illicit drugs at any time.
- Discrimination, harassment, physical violence, threats against others, profanity, or other inappropriate behavior (as defined solely by WORD) perpetrated against customers, other contractors, or WORD staff.
- Recurring written and/or verbal complaints.
- Failure to follow security procedures, including the allowance of unauthorized personnel inside the gatehouse or areas of the park.

In the event that WORD finds, in its sole discretion, that Gate Attendant personnel are in violation of any clause contained within this contract, WORD will make every effort to institute a progressive discipline system:

1st Offense – Verbal warning

2nd Offense - Written warning

3rd Offense – Contract Termination

WORD reserves the right to elevate to any step within this system based on severity or continued nature of the offense.

Additional personnel: Contractor may, at their own cost, hire additional personnel to assist in contract performance. All personnel hired are subject to all stipulations laid out in this contract.

Duty of Contractor to finish contract: Contractor may not terminate the Contract. If the contractor fails to complete the contract through the specified term, Contractor is subject to payment of all costs associated with WORD covering the interim period until a new Contractor can be procured, not to exceed 30 days.

Special Notice: All persons handling monies or accessing the computer system under this contract shall be subject to a background investigation to establish their reliability, trustworthiness, conduct, and character. By execution of the contract, contractor certifies that all persons providing such services under the contract are so qualified, including but not limited to not having been convicted of a felony.

By signing this contract, you are providing authorization for WORD of Comal County, its agents or representatives, to investigate your background, as deemed necessary by WORD. Failure to comply with these restrictions will result in the immediate termination of the Contractor's employee and may subject the employee to civil suit for money damages and/or criminal prosecution. Contractor will secure an acknowledgement from every employee that they have read, understand, and will comply with this paragraph.

Lake elevation fluctuation / weather:

WORD reserves to right to suspend or place on hold all services in the event that lake level changes or rain/ground conditions make it necessary. In the event of this suspension, WORD will only provide payment for services performed.

Use of RV space:

In the event WORD places this contract on hold, Contractor may continue to use the RV space as living area throughout the calendar year. If WORD terminates the contract, WORD may set a date within 14 days for all contractor belongings to be removed from the Park property.

Accident reporting:

Contractor shall maintain an accurate record of all accidents resulting in death, injury, and damage to property, materials, supplies, and equipment incidental to work performed under this contract. Medical expenses for Contractor personnel are the responsibility of the Contractor.

Extensions:

WORD reserves the sole right to extend this contract without bid for up to two additional option years. If this is exercised, WORD and Contractor may negotiate a rate increase of no greater than 3% per option year.

AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES AS PER THE 2021 BID SPECIFICATION

An Agreement is entered into on the _____ Day of December, 2021, between the **Comal County Water Oriented Recreation District (“WORD”)**, whose address is **1928 FM 2673, Canyon Lake, Texas 78133**, and **Sheila Van Buskirk / James Evans, an independent contractor team (“Contractor”)**, with telephone contact at **830-237-6916**.

1. In consideration for the payment by WORD of up to \$36,494 annually for gate attendant / Park work to be performed as outlined in the bid specifications for 2022 Comal Park Gate Attendant Services. Payment shall be twice per month during the term of the Contract.
2. Parties agree that WORD is not the employer of the Contractor and the employees of the Contractor are not employees of WORD
3. Contractor agrees to abide by WORD’s determination of whether the work has been done completely. In addition, Contractor accepts that multiple incidences of unsatisfactory work as determined by WORD may result in termination of contract.
4. **Indemnification.** The Contractor hereby agrees to indemnify, defend and hold WORD harmless from all claims, liability, causes of action against WORD brought by any employees of Contractor arising out of Contractor’s work covered by this contract on behalf of WORD, except any claims caused by WORD’s gross negligence. Further, Contractor agrees to indemnify and hold WORD harmless from all claims, liability, causes of action against WORD brought by a third party arising out of Contractor’s work covered by this contract on behalf of WORD in which Contractor causes damage to a third party or his property.
5. This agreement may be modified upon the written consent of both parties.
6. This Agreement is subject to all applicable federal and state laws and any applicable permits, ordinance, rules, order, and regulations of any local, state, or federal government District having or asserting jurisdiction. But nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule, or regulation having jurisdiction.
7. Neither WORD nor the Contractor may assign any interest it may have under this agreement without the written consent of the other party. This includes use of all subcontractors.
8. This contract is subject to all provisions of the General Conditions and Specifications and the Bid Specifications as set forth and attached herein.

9. The term of this agreement starts January 1st, 2022 and runs through December 31, 2022, **except that WORD reserves the right to terminate this contract, or place it on “hold”, if conditions on Canyon Lake make it necessary, in the sole opinion of WORD**
10. This contract may renew for the 2023 calendar year upon vote for approval of a contract extension by the WORD Board of Directors. Rates for the renewal years shall be capped at a 3% price increase as per the General Conditions.
11. The parties mutually agree that venue for any legal action shall be in Comal County, Texas.
12. This Agreement shall be construed according to the laws of the State of Texas.

COMAL COUNTY WATER ORIENTED
RECREATION DISTRICT

By: _____
WORD Board President

By: _____
Sheila Van Buskirk

By: _____
James Evans

Attested:

By: _____
WORD Board Secretary

4. Review bids and consider award of Contract # 9 – Roadsides as needed.

We received only one bid for this contract despite it being advertised for a full month. The bid was from our current contractor, Pristine Texas Rivers, and rates were held the same as 2021 at \$257 per mile of roadway (both sides). Staff recommends approval of this contract.

5. Adjourn.