

AGREEMENT FOR BEACH LIFEGUARD SERVICES

THE STATE OF TEXAS

KNOWN ALL MEN BY THESE PRESENTS:

COUNTY OF NUECES

This agreement is made and entered into this as of the date of last signature by and between the City of Port Aransas, Texas, hereinafter referred to as "City", and Nueces County, Texas, hereinafter referred to as "County", Witnesses":

WHEREAS, Chapter 791 of the Texas Government Code, as amended authorizes contracts between local governments to perform governmental functions;

WHEREAS, the County in paying for the performance of governmental functions hereunder, shall make those payments from current revenues; and

WHEREAS, each governing body finds that performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the contractual payment fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the County believes it to be in its best interest to utilize trained personnel provided by the City and allocate funds for this purpose.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein contained, the parties hereto agree as follows:

ARTICLE I.

Purpose

1.0 The purpose of this agreement is for the City to provide Gulf Beach Lifeguard services to the County-controlled Gulf of Mexico beaches as further described herein. For purposes of this Agreement, the term "Gulf Beach Lifeguard" means City employee employed as a Gulf Beach Lifeguard who meets all City requirement for such position. "Lifeguard services" refers to the same services provided by the lifeguards on the City-managed Gulf of Mexico beaches.

ARTICLE II.

TERM

- 2.0 The term of this Agreement covers Spring Break 2020 from March 13th through March 15th, 2020.
- 2.1 The term of this Agreement resumes in Spring 2020 from March 19th through May 31, 2020.
- 2.2 The term of this Agreement resumes Summer 2020 from June 1st through August 31, 2020.
- 2.3 The term of this Agreement resumes Fall 2020 from September 1st through October 31, 2020.

ARTICLE III.

CITY RESPONSIBILITIES

3.0 During each term of this Agreement City shall provide two (2) certified surf rescue/beach lifeguards for the public beach within Nueces County I.B. Magee Jr. Beach Park. Lifeguards shall patrol the County beach via mobile unit and provide lifeguard services from lifeguards stands.

3.1 The City shall provide the County a summary of hours for each Gulf Beach Lifeguard and supervisor under this Agreement at the end of each two-week payroll schedule.

3.2 The City shall coordinate with the County Director of Coastal Parks to define hours of operation.

3.3 All services provided by the City Gulf Lifeguards and their supervisors under this agreement shall be under the sole direction and supervision of the City.

3.4 If properly trained staff is not reasonably available to the City, from time to time, the City shall provide the County Director of Coastal Parks adequate notice to this effect.

3.5 The City shall provide the County with a monthly itemized invoice for services provided in accordance with this Agreement. The invoice shall be submitted to the attend of the County Director of Coastal Parks.

3.6 The City shall provide equipment and material necessary to provide the lifeguard services described herein. All property and materials used in the I.B. Magee Beach Park for the lifeguard staff (rescue boards, and other associated items) shall be provided by the City under this agreement and shall remain the property of the City.

3.7 The City shall install, repair and maintain the lifeguard stands provided by the City for use by the Gulf Beach Lifeguards.

3.8 The City Gulf Beach Lifeguards will coordinate with County staff regarding placement of the beach condition warning flags within Nueces County IB Magee Park.

Article IV.

COUNTY RESPONSIBILITIES

4.0 Upon receipt of City invoice for services provided under this Agreement, County will issue payment to the City for undisputed charges within 30 days of receipt.

4.1 County employees will coordinate with the City Gulf Beach Lifeguards regarding placement of the beach condition warning flags at IB Magee park.

ARTICLE V.

COSTS OF SERVICE

5.0 The cost of services to be paid to the City by the County for the Gulf Beach Lifeguard services provided during Spring Break, Spring, Summer, and Fall 2020 is the Gulf Beach Lifeguard wages, to include a pro rata portion of the supervisor wages, and no more than a 10% administrative fee. An estimate is provided on Exhibit A. The current hourly rates are identified on Exhibit B.

ARTICLE VI.

MISCELLANEOUS PROVISIONS

6.0 Audit. County reserves the right to audit any of the City's records related to this Agreement. City will permit County (and its agents) to inspect any and all pertinent records, file, information, and other written materials pertaining to this Agreement. Records shall be available upon County's request.

6.1 Immunity. Neither party waives immunities or defenses available to such party under Texas law. Nothing in this agreement shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

6.2 City Employees. The Parties agree that the Gulf Beach Lifeguards, including supervisors, a said employees are employees of the City and under their sole direction. The City shall retain all liability for workers compensation and other liabilities that may arise from such employment. This paragraph shall survive termination of this agreement.

6.3 Notice. Notice shall be delivered to the address of record for the party notified:

NUECES COUNTY:

CITY OF PORT ARANSAS:

Nueces County Judge

City Manager

901 Leopard, Room 303

710 W. Ave A

Corpus Christi, Texas 78401

Port Aransas, Texas 78373

6.4 Annual Appropriations. The parties mutually agree and understand that funding under this agreement is subject to annual appropriations by the County and that each fiscal year's funding must be included in the budget for that year and is not effective until approved by the County Commissioners Court.

6.5 Current Revenues. The County in paying for the performance of governmental functions hereunder, shall make those payments from current revenues.

6.6 Fair Compensation. Each governing body finds that performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the contractual payment fairly compensates the performing party for the services or functions under this Agreement.

6.7 Compliance with Laws. All parties agree to comply with all applicable city, state, and federal laws, regulations, and rules that may pertain to each party's performance under this Agreement.

This Agreement expresses the entire agreement between the parties. Any modification, amendment, or addition to this agreement shall not be binding upon the parties unless reduced to writing and signed by the persons authorized to make such agreements on behalf of the respective party. This Agreement supersedes any previous agreements entered into between the County and City for the services described herein.

IN WITNESS WHEREOF this Agreement has been executed on behalf of the County of Nueces and the City of Port Aransas in the manner provided by law.

Attest:

City of Port Aransas, Texas

-

Attest:

County of Nueces, Texas

Exhibit A

**2020 Nueces County Projected Figures
Surf Rescue/Beach Lifeguards**

Spring Break (3/6/20 - 3/15/20) 10 days

NC Guards	\$ 2,880.00
Supervisor	\$ 545.00
Benefits	\$ 495.61
Admin	\$ 342.50
	<u>\$ 4,263.11</u>

Spring (3/19/20 - 5/31/20) 47 days

NC Guards	\$ 13,536.00
Supervisor	\$ 2,561.50
Benefits	\$ 2,329.37
Admin	\$ 1,609.75
	<u>\$ 20,036.62</u>

Summer (6/1/20 - 8/31/20) 92 days

NC Guards	\$ 26,496.00
Supervisor	\$ 5,014.00
Benefits	\$ 4,559.61
Admin	\$ 3,151.00
	<u>\$ 39,220.61</u>

Fall (9/1/20 - 10/31/20) 38 days

NC Guards	\$ 10,944.00
Supervisor	\$ 2,071.00
Benefits	\$ 1,883.32
Admin	\$ 1,301.50
	<u>\$ 16,199.82</u>

Nueces County Total \$ 79,720.16

Exhibit B

Per hour of services provided by Gulf Beach Lifeguard is \$14.40 per Gulf Beach Lifeguard

Per hour of services provided by Supervisor of Gulf Beach Lifeguard is \$5.45