

# Memo

**To:** Honorable Mayor and City Council  
**From:** Joe Kohlmann, City Administrator  
**Date:** April 24, 2012  
**Re:** Lifeguard Services

---

The City has historically provided lifeguarding services for Crescent Beach and Wekota Beach through a contractual agreement. It appears in 2005 and 2006 the Council was able to choose between two companies. In 2010, Staff re-confirmed with MN Safety Services (MSS), they no longer provide lifeguarding services. Staff has been unable to identify any other lifeguard service providers. Therefore, the one option for lifeguard services is with the Minnetonka School District. Below are recent service costs:

2008 contract agreement was \$10,108  
2009 contract agreement was \$9,060  
2010 proposed agreement was \$9,060  
2011 proposed agreement was \$9,060  
**2012 proposed agreement is \$9,060**

The contract cost has increased \$0 or 0% for 2012 services. The 2012 budget provided for a 0% increase in the contract or a total of \$9,060. The City will again be invoiced one time in August for total payment. Lifeguard services are proposed to be provided from Saturday, June 9 through Sunday, August 12 on a seven day per week schedule, one guard at each beach from noon to 6:00 p.m.

*Attached you will find the **proposed 2012 agreement** for lifeguard services.  
Attached is the 2011 Beach Report.*

**Council Action Requested:**

Motion to approve the 2012 Agreement for Lifeguard Services.

this page blank



MINNETONKA  
PUBLIC SCHOOLS

Proposed Agreement:

**Lifeguard Services for the City of Tonka Bay  
Summer 2012**

*Submitted by:*

**Minnetonka School District** (Contractor)  
5621 County Road 101, Minnetonka MN 55345  
April 8th, 2012

**1. Contractor's Service**

**A. Lifeguard Services.**

The Contractor agrees to provide the city with qualified American Red Cross Certified personnel to Lifeguard the following beaches from Saturday, June 9<sup>th</sup> through Sunday, August 12<sup>th</sup>, 2012 on a seven day per week schedule:

Wekota Beach –	12 – 6pm -	one guard
Crescent Beach –	12 – 6pm -	one guard

**B. The Contractor agrees to provide:**

- An appropriate number of lifeguards on duty at all times, according to any applicable industry standards or regulations;
- Ongoing in-service trainings during the summer season for all lifeguards;
- Supervision of lifeguard personnel;
- Safety equipment (back board & First Aid kits) for the lifeguards

**2. City Obligations.**

**A. Beach.** The City agrees to provide a safe, clean and well-maintained beach and beach area as stated in this agreement. This includes defined swimming boundaries; sand and water free of debris and safety hazards; clean and sanitary restrooms; and a lifeguard station. The City agrees to provide rescue tubes, megaphone and lifeguard chairs as well as a safety boat with oars.

**B. Payment.** The City agrees to pay the Contractor a total of \$ 9,060 to be invoiced in August 2012, in return for services as stated in this agreement.

**3. Reports.**

The Contractor will provide the city with all necessary information relating to the Lifeguard Services in order for the City to properly maintain the beach. The Aquatics Program Manager will report to the city representative in regards to incidents and/or accidents on an as-needed basis. At the end of the season (October 2012) the Contractor will provide the city with a full report of beach activity during the season.

#### **4. Insurance.**

The City is responsible for obtaining property and liability coverage for the beach. The Contractor will maintain professional liability and comprehensive general liability coverage for all employees in an amount consistent with Chapter 466 of the Contractor.

#### **5. Indemnification.**

The Contractor agrees to indemnify and hold harmless the City, its employees and officers from any and all liability, loss, cost, damages, and expenses including but not limited to property damage and personal injury, including death, which arise in connection with any acts or omissions of Contractor's employees. The City agrees to indemnify and hold harmless the Contractor and its employees, officers, and agents from any and all liability, loss, cost, damages and expenses including but not limited to property damage and personal injury, including death, which arise in connection with the City's performance of this contract or in connection with any acts or omissions of city employees.

#### **6. Liability.**

Employees of the Contractor and all other persons engaged by the Contractor in the performance of any work or services required, volunteered, or provided for herein to be preformed by Contractor shall not be considered employees of the City and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged in any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of the City, and other persons engaged by the City in the performance of any work or services required or provided for herein to be performed by the City shall not be considered employees of the Contractor, and any and all claims that may or might arise under the Worker's Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims by any third parties as a consequence of an act or omission on the part of said employees so engaged in any of the work or services provided to be rendered herein shall in no way be the obligation or responsibility of the Contractor.

#### **7. Terms of Agreement.**

Notwithstanding the date of the signature of the parties to this Agreement, upon acceptance by all parties, this agreement shall be deemed to be effective upon signature by all parties and shall remain in effect until October 2012 unless earlier terminated by either party, with or without cause, upon 45 days written notice or as otherwise provided in this Agreement.

#### **8. Default.**

If the Contractor or City fails to perform any of the provisions of the Agreement or so fails to administer the work as to endanger the performance of this Agreement, this shall constitute default. Unless the party in default is excused by the other party, the non-defaulting party may upon written notice immediately cancel this Agreement in its entirety.

**9. Subcontractors.**

The Contractor shall not enter into any subcontract for performance of any services contemplated under this Agreement nor sign any interest in this Agreement without the prior written approval of the City and subject to such conditions and provisions as the City may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

**10. Authorized Representatives.**

The Parties to this Agreement shall appoint an authorized representative for the purpose of administration of this Agreement. The authorized representative of the city is:

Tonka Bay City Administrator  
4901 Manitou Road  
Tonka Bay MN 55331  
(952) 474-7994

The Authorized representative of the Contractor is as follows:

Dennis Peterson, Superintendent  
Minnetonka School District  
5621 County Road 101, Minnetonka, MN 55345  
(952) 401-5000

**11. Amendments.**

Any amendments to this Agreement will be in writing and will be executed by the same parties who executed the original Agreement, or their successors in office.

**12. Entire Agreement.**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to the subject matter hereof as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

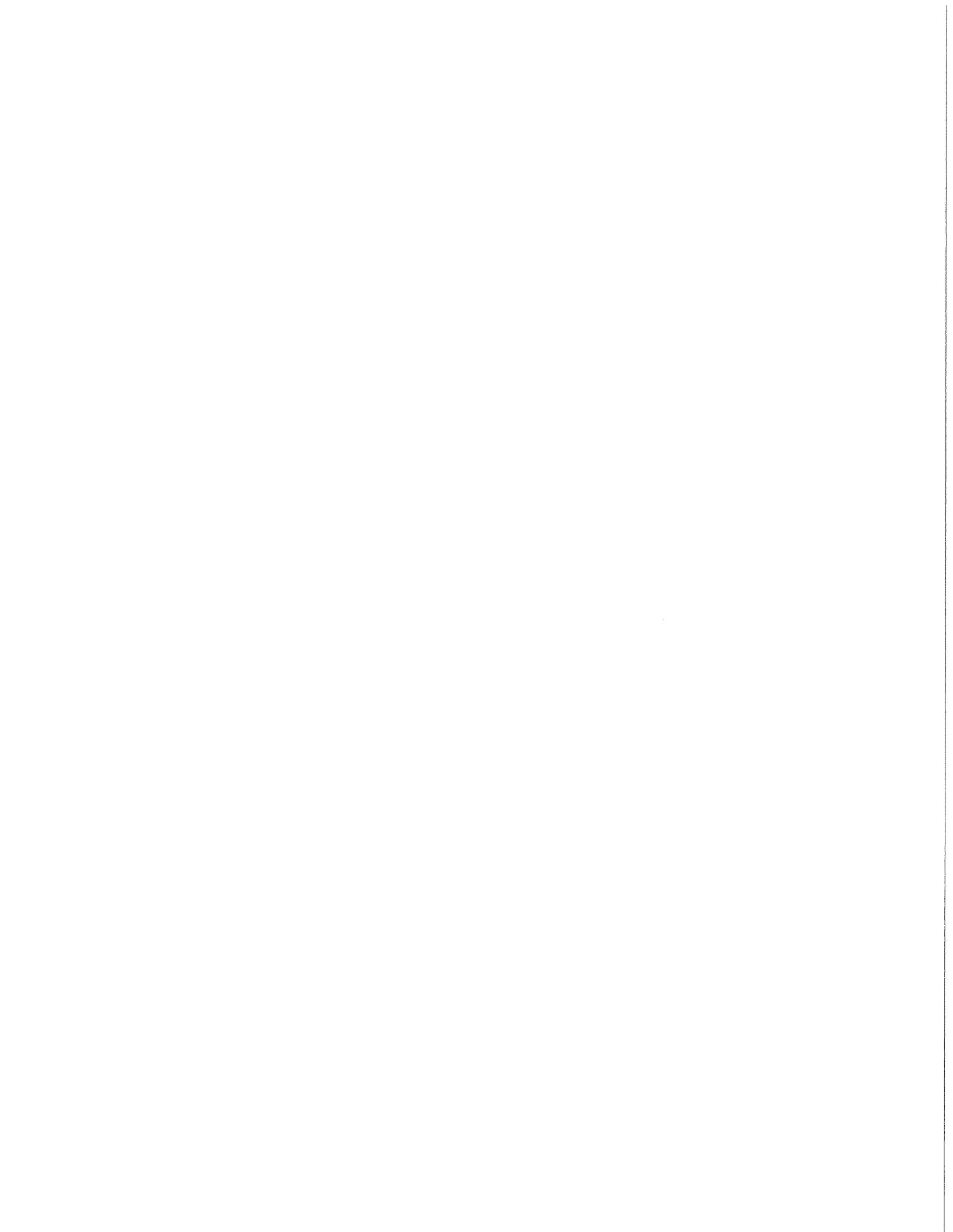
**In Witness Whereof**, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**City of Tonka Bay**

\_\_\_\_\_  
Name & Title Date: \_\_\_\_\_

**Minnetonka Community Education**

\_\_\_\_\_  
Dennis Peterson, Superintendent Date: \_\_\_\_\_



## A. Beach Report for Wekota Beach: City of Tonka Bay – Summer 2011

### 1. Average peak number of swimmers in the water by time and month:

<u>Time</u>	<b>2010</b>			<b>2011</b>		
	<u>June</u>	<u>July</u>	<u>August</u>	<u>June</u>	<u>July</u>	<u>August</u>
12:00	5.7	6.8	5.1	7.0	8.5	4.8
1:00	7.0	9.6	11.4	7.7	12.9	4.8
2:00	8.2	12.4	12.7	8.7	15.6	6.2
3:00	9.0	12.8	12.0	8.4	16.1	10.2
4:00	7.0	10.5	8.6	6.8	19.8	9.6
5:00	2.9	6.9	6.9	4.5	11.1	5.5
6:00	2.5	3.3	4.0	2.5	8.3	2.2

June had below average temperatures, while extreme heat and humidity in July greatly increased beach attendance. Weather affected the beach hours on the following dates: delayed openings 7/14, 7/15; early closing 6/22, 7/15; closed all day 6/23, 8/1.

### 2. Accidents or injuries

2.1 7/16/11: The lifeguard on duty responded to a toddler that had fallen face first into the water. An appropriate rescue was performed and the boy was returned to his mother unharmed.

2.2 There were no other major incidents or injuries at the beach this summer. The lifeguards did help with a dozen or so other cuts and scrapes, and administered first aid appropriately.

### 3. Groups and parties

3.1 There were no large groups that regularly attended the beach.

### 4. Equipment left at the beach

4.1 The following items were left at the beach or inside the lock box: 2 padlocks, 1 rescue tube, 2 oars, umbrella, 1 rake, rowboat, boat keys, and a back board.

## B. Recommendations for 2011

### 1. Equipment requests

1.1 There are no equipment requests for summer 2011.

### 2. Schedule

2.1 Minnetonka Aquatics encourages you to notify us of any large groups that will attend the beach on a regular basis, so we can schedule the lifeguards accordingly.

We feel the beach hours are appropriate and the schedule should remain the same for 2011.