

Memo

To: Honorable Mayor and City Council
From: Joe Kohlmann, City Administrator
Date: May 28, 2013
Re: Lifeguarding Services

Attached is the proposed lifeguarding contract from the Minnetonka School District. The agreement is nearly identical to agreements the City has had in the past for lifeguarding services. There are two main differences:

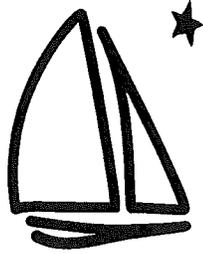
- 1) There will be a reduction of one hour at each beach daily (12-5) as opposed to 12-6.
- 2) This is a two year agreement. The City has historically had one year agreements.

The City has budgeted \$9,060 for lifeguarding services in 2013. This contract proposes an annual cost of \$8,775.

Council Action Requested:

Motion to approve the attached contract from the Minnetonka School District and allow the City Administrator to enter into the agreement.

blank



MINNETONKA
PUBLIC SCHOOLS

Proposed Agreement:

**Lifeguard Services for the City of Tonka Bay
Summer 2013 and Summer 2014**

Submitted by:

Minnetonka School District (Contractor)
5621 County Road 101, Minnetonka MN 55345
May 22nd, 2013

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 8th through Sunday August 11th, 2013** and **Saturday June 7th through Sunday August 10th, 2014** on a seven day per week schedule:

Wekota Beach –	12 – 5pm -	one guard
Crescent Beach –	12 – 5pm -	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 \$8,775 per year to be invoiced in August 2013 and 2014, 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. On an as need basis the Aquatics Director will report to the city representative in regards to incidents and/or accidents. At the end of the season (October 2013/2014) 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 2013/14 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: _____