



Proposed Agreement:

**Lifeguard Services for the City of Tonka Bay  
("City") – Summer 2019 and Summer 2020**

*Submitted by:*

**Minnetonka School District** ("Contractor")  
5621 County Road 101, Minnetonka MN 55345  
January 15, 2019

**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 8<sup>th</sup> through Sunday August 11<sup>th</sup>, 2019** and **Saturday June 13<sup>th</sup> through Sunday August 16<sup>th</sup>, 2020** 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 and as outlined in this Agreement;
  - The Contractor shall also provide one additional lifeguard during July 4 weekend at Wekota Beach. The additional lifeguard will be scheduled concurrently with the regularly-scheduled lifeguard under the terms of this Agreement.
- Ongoing in-service trainings during the summer season for all lifeguards;
- Supervision of lifeguard personnel;
- Safety equipment for the lifeguards
  - Crescent – First Aid Kit
  - Wekota – back board and First Aid Kit

**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, megaphones, lifeguard chairs, as well as a safety boat with oars.

**B. 2019 Payment.** The City agrees to pay the Contractor a total of \$13,274.00 to be invoiced in October 2019, in return for services as stated in this Agreement.

**C. 2020 Payment.** The City agrees to pay the Contractor a total of \$13,274.00 to be invoiced in October 2020, 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 or Lifeguard Services Coordinator will report to the City's representative, as stated herein, in regards to incidents and/or accidents. At the end of each respective season the Contractor will provide the City with a full report outlining all 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 performed 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.**

This Agreement shall become effective upon signature by all parties and shall remain in effect until December 31, 2020, unless earlier terminated by either party, with or without cause. Either party may terminate this Agreement with or without cause and such termination shall be effective upon 45 days following delivery of written notice of such termination, 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 in writing, 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:

John Tingley, 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**

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Gerry De La Vega, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_

John Tingley, City Administrator

Date: \_\_\_\_\_

**Minnetonka Aquatics**

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Dennis Peterson, Superintendent

Date: \_\_\_\_\_