

1 July 11, 1990
2 JC/7k 9:19N.2

Introduced by: PAUL BARDEN

Proposed No.: 90 - 649

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4 MOTION NO. **7989**

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6 A MOTION authorizing the King County executive to sign an
7 agreement with the City of SeaTac to provide supervision at
8 Angle Lake Park swimming beach.

9 WHEREAS, Angle Lake Park is within the boundaries of the City of SeaTac
10 and

11 WHEREAS, the City desires to have the swimming beach operated during the
12 summer of 1990 and

13 WHEREAS, the County has not been able to secure staff to operate the swim-
14 ming beach:

15 NOW, THEREFORE, BE IT MOVED by the Council of King County:

16 The King County executive is authorized to enter into an agreement, substan-
17 tially in the form attached, with the City of SeaTac for supervision of the
18 Angle Lake Park swimming beach.

19 PASSED this 16th day of July, 1990

20 KING COUNTY COUNCIL
21 KING COUNTY, WASHINGTON

22 Lois North
23 Chair

24 ATTEST:

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26 Gerald A. Patten
27 Clerk of the Council
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AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SEATAC
Relating to Swimming Beach Supervision at Angle Lake

THIS IS AN AGREEMENT between King County, a home rule charter county, a political subdivision of the State of Washington, hereinafter referred to as the "County", and the City of SeaTac, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS Angle Lake Park (hereinafter referred to as the "Park"), owned and maintained by King County, is within the boundaries of City of SeaTac; and

WHEREAS the City desires to have the swimming beach operated during the summer of 1990; and

WHEREAS the County has not been able to secure staff to operate the swimming beach;

NOW THEREFORE, the County and City hereby agree:

1. SWIMMING BEACH STAFF: The City will recruit and hire qualified persons ("life guards") to operate the swimming beach, including beach manager(s) and swimming supervisors. These persons will have the certifications necessary for supervising a public swimming beach. All persons rendering services according to this paragraph shall be for all purposes employees of the City.
2. PARK MAINTENANCE: The County will maintain the Park property and facilities at the level programmed for the 1990 summer season, except that the City life guards will provide routine maintenance to insure the beach area is safe for public use. The County and City will agree to a plan for dealing with emergency maintenance needs.
3. EQUIPMENT: The County will provide the requisite equipment to operate the swimming beach, e.g., row boat, rescue tubes, paddle board, first aid kit.
3. NOTIFICATION OF AND RESPONSE TO SAFETY CONCERNS: The City will notify the County in the event of a significant safety or major maintenance problem; such notice will occur as soon as feasible.
4. REIMBURSEMENT: the County will reimburse the City up to a maximum of Ten Thousand One Hundred Dollars (\$10,100) for the term of this agreement, based on the following rates: Life guards - \$4.85/hour; Assistant Beach Manager - \$6.00/hour, Beach Manager - \$7.00/hour. The City will invoice the County, for hours of work of swimming beach staff, monthly, with payment due thirty days from the receipt of the invoice.
5. DURATION: This agreement is effective July 14, 1990 through September 3, 1990 unless terminated by thirty (30) days written notice by either party to the other.

6. ADMINISTRATION: This agreement shall be administered by the County Manager of the Natural Resources and Parks Division, or his designee, and the City Manager, or his designee.

7. INDEMNIFICATION CLAUSE:

A. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence, validity or effect of city ordinances, rules or regulations. If any such cause, claim, suit, action or administrative proceeding is commenced, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorney's fees.

B. The County shall indemnify and hold harmless the City and its officers, agents, and employees, or any of them from and against any and all claims, actions, suits liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the County, its officers, agents, and employees in performing services pursuant to this agreement.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the City or the City and the County, the County shall defend the same at its sole cost and expense; and if final judgment be rendered against the City and its officers, agents, and employees or jointly against the City and the County and their respective officers, agents, and employees the County shall satisfy the same.

C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, which are caused by or result from a negligent act or omission of the City, its officers, agents, and employees.

In the event that any suit based upon such a claim, action, loss, or damage is brought against the County or the City and the County, the City shall defend the same at its sole cost and expenses; and if final judgment be rendered against the County, and its officers, agents, and employees or jointly against the County and the City and their respective officers, agents, and employees the City shall satisfy the same.

8. AMENDMENTS: This agreement may be amended at any time by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement.

KING COUNTY

CITY OF SEATAC

King County Executive

City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

Deputy Prosecuting Attorney

City Attorney

JC:mb
sea.1