

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 05-068

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND LYNN STURCH TO PROVIDE AQUATIC LABOUR TO THE PETERBOROUGH SPORT AND WELLNESS CENTRE.

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Lynn Sturch to provide aquatic labour to the Peterborough Sport and Wellness Centre. in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 2nd day of May, 2005

By-law read a third time and finally passed this 2nd day of May, 2005

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A G R E E M E N T made this 1st day of June, 2005.

B E T W E E N :

THE CORPORATION OF THE CITY OF PETERBOROUGH

hereinafter referred to as "City"

OF THE FIRST PART

- and -

LYNN STURCH

hereinafter referred to as "Co-ordinator"

OF THE SECOND PART

WHEREAS the City has agreed to contract with the Co-ordinator for the provision of all lifeguard and aquatic instruction staff at the Peterborough Sport & Wellness Centre, upon the terms and conditions hereinafter set forth;

NOW THEREFORE THE PARTIES HERETO AGREE AS

FOLLOWS:

1. The City hereby agrees to retain the services of the Co-ordinator, for a term commencing June 1, 2005, and ending May 31, 2008, to provide lifeguard and aquatic instructors at the Peterborough Sport & Centre.

Notwithstanding the term of this agreement, the City shall have the right to terminate this agreement, at the sole discretion of the City, upon at least sixty (60) days prior written notice to the Co-ordinator. In the event of such notice of termination, no further compensation shall be paid to the Co-ordinator after the date of termination.

2. The Co-ordinator shall hire sufficient qualified personnel to provide all life guarding instructing services required for all scheduled hours respecting public swims, private rentals of the swimming pool, Red Cross, Lifesaving or other swimming instruction, at the Peterborough Sport & Wellness Centre.

3. All personnel employed by the Co-ordinator pursuant to this agreement shall be the employees of the Co-ordinator, and not of the City. The Co-ordinator shall provide appropriate coverage for employees pursuant to the **Workplace Safety & Insurance Act**, and shall be responsible for all obligations of the employer pursuant to the **Occupational Health and Safety Act**. All

personnel employed by the Co-ordinator shall meet the City=s minimum standards and qualifications to act as lifeguards and aquatic instructors.

4. The City shall provide access, in a manner deemed appropriate by the City, to photocopying and other related office equipment at the Peterborough Sport & Wellness Centre to the Co-ordinator during the term of this agreement.

5. The Co-ordinator will provide an appropriate uniform for all lifeguard and aquatic instructor staff employed at the Peterborough Sport & Wellness Centre. The uniform will consist of a lifeguard shirt, with a design first approved by City staff. The City will reimburse the Co-ordinator the cost of uniforms, to a maximum of Six Hundred Dollars (\$600.00) annually upon verification of such expenditure by the Co-ordinator.

6. The Co-ordinator shall obtain and maintain in full force during the term of this agreement a commercial liability insurance policy satisfactory to the City in the principal amount of at least \$2,000,000.00. The City shall be named as an additional insured in the said insurance policy, and it shall contain a cross-liability clause.

7. The City shall pay to the Co-ordinator, in respect of services rendered to the City, the following amounts:

- (a) The sum of:
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|-----------|--|----------------------|
| | (i) From June 1, 2005 to May 31, 2006: | \$2,800.00 per month |
| per month | (ii) From June 1, 2006 to May 31, 2007: | \$2,884.00 |
| | | inclusive of GST; |
| and | | inclusive of GST; |
| per month | (iii) From June 1, 2007 to May 31, 2008: | \$2,970.00 |
| | | inclusive of GST; |
- (b) The actual cost of premiums and any tax thereon in respect of the insurance policy, to a maximum of:
- | | | |
|-----------|--|-----------------------------|
| | (i) From June 1, 2005 to May 31, 2006: | \$9,277.53 inclusive of GST |
| | (ii) From June 1, 2006 to May 31, 2007: | \$13,097.70 |
| | | inclusive of GST |
| inclusive | (iii) From June 1, 2007 to May 31, 2008: | \$13,752.58 |
| | | of GST |

upon verification of such expenditure by the Co-ordinator.

- (c) The actual cost of wages paid to lifeguards at the hourly rate of:
 - hour (i) From June 1, 2005 to May 31, 2006: \$10.46 per
 - hour (ii) From June 1, 2006 to May 31, 2007: \$10.58 per
 - hour (iii) From June 1, 2007 to May 31, 2008: \$10.70 per

inclusive of benefits and GST (for the purposes of this subclause, the Co-ordinator shall be deemed to be a separate person, when acting as a lifeguard or aquatic instructor).

- (d) The actual cost of wages paid to swimming instructors at the hourly rate of:
 - hour (i) From June 1, 2005 to May 31, 2007: \$10.76 per
 - hour (ii) From June 1, 2007 to May 31, 2008: \$10.88 per

inclusive of benefits and GST.

- (e) The actual cost of wages, inclusive of benefits and GST, paid to lifeguards and aquatic instructors during in-service training, at the rate of:
 - hour (i) From June 1, 2005 to May 31, 2006: \$8.79 per
 - hour (ii) From June 1, 2006 to May 31, 2007: \$9.15 per
 - hour (iii) From June 1, 2007 to May 31, 2008: \$9.53 per

- (f) The actual cost of a pager, estimated at \$200.00 per year, inclusive of GST.

- (g) A fee of One Thousand Dollars (\$1,000.00) for office supplies paid once in each year during the term hereof.

8. The Co-ordinator shall provide to the City, prior to the first day of each month, an estimate of the amount required to pay the items listed in paragraph 7 hereof. The City shall advance funds to the Co-ordinator in the amount of such estimate, which funds may be used by the Co-ordinator during that month. The Co-ordinator shall provide to the City, within five (5) days of the end of each month, a monthly activity report, showing the actual hours worked

and the amounts expended. Adjustments to reflect actual costs for the preceding month shall be made in each month.

9. The Co-ordinator agrees that the City shall hold back the sum of Two Thousand Dollars (\$2,000.00) as a performance security, which may be used by the City for the following purposes:

- (a) To pay for a lifeguard and aquatic instructor on short notice if one does not show up for an assigned shift; and
- (b) To refund fees to any patron who, in the reasonable opinion of the City, is entitled to such refunds as a result of inappropriate behaviour by staff, or poor quality of service.

Any unused portion of the performance security shall be delivered to the Co-ordinator within ten (10) days of the termination of this agreement.

10. The Co-ordinator agrees to indemnify and save harmless the City from any liability, damages, claims or actions whatsoever arising out of the services provided to the City by the Co-ordinator or any of her employees during the term of this agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals.

SIGNED, SEALED AND DELIVERED)
in the presence of:)
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THE CORPORATION OF THE
CITY OF PETERBOROUGH

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

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Lynn Sturch