

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 08-102

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND LYNN STURCH (T-24-08) FOR THE PROVISION OF CONTRACTED SERVICES FOR AQUATIC PROGRAMS AT THE PETERBOROUGH SPORT & WELLNESS CENTRE FOR FIVE YEARS WITH POSSIBLE RENEWAL FOR TWO YEARS

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

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

By-law read a first, second and third time this 26th day of May, 2008

(Sgd.) D. Paul Ayotte, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

A 2008-90

AGREEMENT made this 9th day of June, 2008.

BETWEEN:

THE CORPORATION OF THE CITY OF PETERBOROUGH
(the "City")

- and -

LYNN STURCH
(the "Contractor")

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

AND WHEREAS the Contractor shall, as described herein, hire and supervise sufficient and competent staff to perform lifeguarding and instruction services;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 TERM AND TERMINATION

1.1 The City hereby agrees to retain the services of the Contractor, for a term commencing June 1, 2008, and ending May 31, 2013, 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 Contractor. In the event of such notice of termination, no further compensation shall be paid to the Contractor after the date of termination.

2.0 GENERAL TERMS

2.1 The Contractor shall hire sufficient qualified personnel to provide all life guarding instructing services required for scheduled hours respecting all aquatic activities, programs and services at the Peterborough Sport & Wellness Centre.

2.2 All personnel employed by the Contractor pursuant to this agreement shall be the employees of the Contractor, and not of the City. The Contractor 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 Contractor shall meet the City's minimum standards and qualifications to act as lifeguards and aquatic instructors.

2.3 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 Contractor during the term of this agreement.

2.4 The Contractor will provide an appropriate uniform for all aquatic staff employed at the Peterborough Sport & Wellness Centre. The uniform will consist of a lifeguard shirt, with a design first approved by City staff.

3.0 INSURANCE AND INDEMNITY

3.1 The Contractor 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 TWO MILLION DOLLARS (\$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.

- 3.2 The Contractor agrees to indemnify and save harmless the City from any liability, damages, claims or actions whatsoever arising out of any act or omission related to the services provided to the City by the Contractor or any of her employees during the term of this agreement.
- 3.3 The City shall pay the actual cost of premiums, and any tax thereon, in respect of the insurance policy obtained by the Contractor upon verification of such expenditure by the Contractor.

4.0 SERVICE FEES

The Contractor

- 4.1 The City shall pay to the Contractor, in respect of services rendered to the City, the following Contractor Fee, the sum of:
- i. From June 1, 2008 to May 31, 2009 - \$3,500.00 per month, excluding GST;
 - ii. From April 1, 2009 to May 31, 2010 - \$3,605.00 per month, excluding GST;
 - iii. From April 1, 2010 to May 31, 2011 - \$3,713.15 per month, excluding GST;
 - iv. From April 1, 2011 to May 31, 2012 - \$3,824.55, per month excluding GST; and
 - v. From April 1, 2012 to May 31, 2013 - \$3,939.29, per month excluding GST;
- 4.2 In the event the City exercises an option to extend this agreement by one (1) year, it shall for each one (1) year extension, increase the Contractor's Fee by THREE PERCENT (3%) over what was paid during the preceding one (1) year period.

Lifeguards

- 4.3 The City shall pay to the Contractor, in respect of services rendered to the Contractor, the actual cost of wages paid by the Contractor to lifeguards at the hourly rate of:
- i. From June 1, 2008 to May 31, 2009 - \$10.00 per hour, excluding GST;
 - ii. From April 1, 2009 to May 31, 2010 - \$10.50 per hour, excluding GST;
 - iii. From April 1, 2010 to May 31, 2011 - \$11.00 per hour, excluding GST;
 - iv. From April 1, 2011 to May 31, 2012 - \$11.50 per hour, excluding GST; and
 - v. From April 1, 2012 to May 31, 2013 - \$12.00 per hour, excluding GST.

The Contractor shall invoice the City for all applicable benefits based on the hours worked by each lifeguard according to that person's prescribed hourly rate. For the purposes of this subclause, the Contractor shall be deemed to be a separate person, when acting as a lifeguard or aquatic instructor.

Swimming Instructors

- 4.4 The City shall pay to the Contractor, in respect of services rendered to the Contractor, the actual cost of wages paid to swimming instructors at the hourly rate of:
- i. From June 1, 2008 to May 31, 2009: \$10.50 per hour, excluding GST;
 - ii. From April 1, 2009 to May 31, 2010: \$11.00 per hour, excluding GST;
 - iii. From April 1, 2010 to May 31, 2011: \$11.50 per hour, excluding GST;
 - iv. From April 1, 2011 to May 31, 2012 \$12.00 per hour, excluding GST; and
 - v. From April 1, 2012 to May 31, 2013 \$12.50 per hour, excluding GST.

The Contractor shall invoice the City for all applicable benefits based on the hours worked by each swimming instructor according to that person's prescribed hourly rate.

Head Lifeguard/Instructor

- 4.5 The City shall pay to the Contractor, in respect of services rendered to the Contractor, the actual cost of wages paid to Head lifeguards/instructors, at the rate of:
- i. From June 1, 2008 to May 31, 2009: \$11.00 per hour, excluding GST;
 - ii. From April 1, 2009 to May 31, 2010: \$11.50 per hour, excluding GST;

- iii. From April 1, 2010 to May 31, 2011: \$12.00 per hour, excluding GST;
- iv. From April 1, 2011 to May 31, 2012 \$12.50 per hour, excluding GST; and
- v. From April 1, 2012 to May 31, 2013 \$13.00 per hour, excluding GST.

The Contractor shall invoice the City for all applicable benefits based on the hours worked by each Head Lifeguard/Instructor according to that person's prescribed hourly rate. The Contractor will ensure all Head Lifeguards/Instructors hold a AST certification.

Instructional Leadership

- 4.6 The City shall pay to the Contractor, in respect of services rendered to the Contractor, the actual cost of wages, for the person conducting instructional leadership courses, at the rate of:
- i. From June 1, 2008 to May 31, 2009: \$15.00 per hour, excluding GST;
 - ii. From April 1, 2009 to May 31, 2010: \$15.50 per hour, excluding GST;
 - iii. From April 1, 2010 to May 31, 2011: \$16.00 per hour, excluding GST;
 - iv. From April 1, 2011 to May 31, 2012 \$16.00 per hour, excluding GST; and
 - v. From April 1, 2012 to May 31, 2013 \$16.00 per hour, excluding GST.

The Contractor shall invoice the City for all applicable benefits based on the hours worked by each person providing instructional leadership according to the prescribed hourly rate.

In-Service Training

- 4.7 The City shall pay to the Contractor, in respect of services rendered to the Contractor, the actual cost of wages for persons attending in-service training, at the rate of:
- i. From June 1, 2008 to May 31, 2009 - \$8.75 per hour, excluding GST;
 - ii. From April 1, 2009 to May 31, 2010 - \$9.50 per hour, excluding GST;
 - iii. From April 1, 2010 to May 31, 2011 - \$10.25 per hour, excluding GST;
 - iv. From April 1, 2011 to May 31, 2012 - at the prescribed provincial minimum wage, excluding GST; and
 - v. From April 1, 2012 to May 31, 2013 - at the prescribed provincial minimum wage, excluding GST.

The Contractor shall invoice the City for all applicable benefits based on the hours worked by each person attending in-service training according to the prescribed hourly rate.

- 4.8 In the event the City exercises an option to extend this agreement by one (1) year, it shall for each one (1) year extension, increase the fee paid to the Head Life Guard, Instructors, and Lifeguards by THREE PERCENT (3%) over what was paid during the preceding one (1) year period.
- 4.9 In the event the City exercises an option to extend this agreement by one (1) year, the parties agree that for each one (1) year extension, any in-service training provided during any extension period shall be paid at the then current provincial minimum wage.
- 4.10 The City shall pay the Contractor the applicable benefits, based on the invoices and supporting documentation submitted by the Contractor.

5.0 CONTRACTOR ESTIMATE AND SUPPORTING DOCUMENTS

- 5.1 The Contractor shall provide to the City, on or before the first day of the first month, an estimate of the amount required to pay the services listed in Article 4.0 hereof. The City shall advance those funds to the Contractor in the amount of such estimate, and which funds may be used by the Contractor during that month. The Contractor shall provide to the City, within five (5) regular business days of the end of each month a monthly activity report showing the actual hours worked and the amounts expended. Adjustments, if any, to reflect the actual costs for the preceding month shall be made in each month following. At the conclusion of each month, the Contractor shall provide the City with documentation detailing the services delivered, the hours worked by each employee and the applicable benefits payable.

