

43-15(3)

THIS AGREEMENT made
("Agreement").



BETWEEN:

The Government of the Northwest Territories ("the GNWT")
as represented by the Minister of Economic Development
and Tourism (the Minister)

OF THE FIRST PART

- and -

The Municipal Corporation of the City of Yellowknife
(hereinafter referred to as "Yellowknife").

OF THE SECOND PART

WHEREAS:

Pursuant to the Territorial Parks Act SNWT, c.T-5 the
GNWT operates a territorial Park known as Long Lake
(Fred Henne) Territorial Park ("the Park").

The GNWT requires and Yellowknife is able and willing to
provide lifeguarding services in respect of the beach and
public swimming area located within the Park.

THE PARTIES AGREE AS FOLLOWS:

1. The GNWT shall pay \$12,500.00 to Yellowknife for the purposes of this Agreement.
2. The term of this Agreement shall commence annually on the last Monday in June each year and end on the last Friday in August each year.
3. "The Swimming Area" is defined as that part of the water area of the lake known as Long Lake which is within the Park and which is enclosed by marker buoys as set out by the Yellowknife lifeguard staff and identified by signs as a supervised swimming area together with adjoining beach areas.
4. Yellowknife shall:
 - 4.1 Provide certified lifeguards whose duties shall be to perform lifeguarding services for the benefit of any person swimming in, bathing in otherwise utilizing the swimming area and to provide such services to such persons if the swimming area is being serviced by an appropriate number of on duty lifeguards at that time;



- 4.2 Provide such lifeguards as may be reasonably required between the hours:

12:00 NOON - 6:00 P.M. (Monday - Friday)

10:00 A.M. - 7:00 P.M. (Saturday - Sunday)

10:00 A.M. - 7:00 P.M. (Statutory Holidays)

The above hours being subject to weather permitting, at Yellowknife's discretion;

- 4.3 Provide all appropriate rescue and lifesaving equipment including but not limited to lifejackets, lifesavers and lines and first aid kit;
- 4.4 Adjust signage from time to time to indicate whether lifeguards are on duty or off duty as the case may be;
- 4.5 Obtain and maintain during the term comprehensive general liability insurance in an amount of not less than TWO MILLION DOLLARS—(\$2,000,000.00) per occurrence and such policy of insurance shall name the Commissioner of the Northwest Territories ("Commissioner") and the GNWT, as additional insured;
- 4.6 Provide evidence of required insurance, attached as "Schedule A" on or before the date of execution hereof which evidence shall be satisfactory to both parties to this Agreement;
- 4.7 Indemnify and save harmless the Commissioner and the GNWT from any losses, costs, claims, charges, suits, actions or judgements made, brought or recovered against the Commissioner or the GNWT resulting from any negligent act or omission by Yellowknife or its employees in connection with the services to be rendered by Yellowknife pursuant to this Agreement;
- 4.8 Assume all staffing, transportation and other costs and expenses relating to the provision of lifeguard services.

5. The GNWT shall:

- 5.1 Post signs indicating that swimming/bathing is allowed only within the swimming area and such signs shall permit the display of either a printed notice to the effect that a lifeguard is on duty or a printed notice to the effect that a lifeguard is not on duty;
- 5.2 Permit access to the Park to Yellowknife and its employees in order that Yellowknife may provide the services required by this Agreement;

- 6. The term of this Agreement is considered to be ongoing unless cancelled by either party, in writing, by January 1 each year.
- 7. Yellowknife may not assign or subcontract this Agreement in whole or in part without the consent of the GNWT.
- 8. All notices and communication to Yellowknife in connection with this Agreement shall be addressed to:

Director of Community Services
 The City of Yellowknife
 P.O. Box 580
 Yellowknife, N.W.T.
 X1A 2N4

- 9. All notices and communication to the GNWT in connection with this Agreement shall be addressed to:

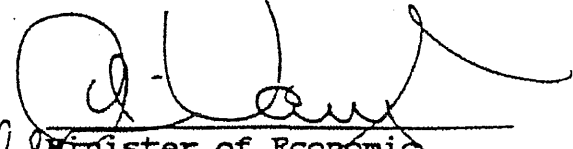
Regional Manager, Planning & Parks Services
 Department of Economic Development & Tourism
 P.O. Box 1320 (Nova Building)
 Government of the Northwest Territories
 Yellowknife, N.W.T.
 X1A 2L9

Every such notice should be deemed to have been received on the date of delivery thereof or if sent by pre-paid registered mail shall be deemed to have been received on the seventh (7th) day from the date of postage.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written

SIGNED AND SEALED
 in the presence of:

Denny Holmes
 Witness

) THE GOVERNMENT OF THE
) NORTHWEST TERRITORIES
)
) 
) Minister of Economic
) Development and Tourism
)
)
) THE MUNICIPAL CORPORATION
) OF THE CITY OF
) YELLOWKNIFE
)
)
) Per: Douglas S. Jager
)
) (Corporate Seal)