

THE CORPORATION OF THE CITY OF KENORA

BY-LAW NUMBER 51 - 2008

**A BY-LAW TO AUTHORIZE THE EXECUTION OF A CONTRACT
AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF KENORA
AND ANN MATIOWSKI**

WHEREAS The Corporation of the City of Kenora deems it necessary to execute an agreement with Ann Matiowski for the operation of the Kenora Harbourfront Parking Lot located south of the Harbourfront Pavilion;

NOW THEREFORE, the Corporation of the City of Kenora hereby enacts as follows:-

1. **THAT** The Corporation of the City of Kenora hereby enters into a Contract Agreement with Ann Matiowski for the operation of the Kenora Harbourfront Parking Lot for a twenty-six (26) week period commencing May 5, 2008 and ending October 31, 2008.
2. **THAT** the Mayor and Clerk be and are hereby authorized to execute the attached agreement on behalf of the Corporation of the City of Kenora.
3. **THAT** this By-Law shall come into force and take effect on May 5, 2008.
4. **THAT** By-law Number 158-2006 is hereby repealed.

**BY-LAW READ A FIRST & SECOND TIME THIS 14 DAY OF APRIL, 2008.
BY-LAW READ A THIRD & FINAL TIME THIS 14 DAY OF APRIL, 2008.**

THE CORPORATION OF THE CITY OF KENORA

.....**MAYOR**
Leonard P. Compton

.....**CLERK**
Joanne L. McMillin

CONTRACT AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF KENORA, (the City),

-and-

ANN MATIOWSKI, (the Contractor).

WHEREAS:

1. The City operates the Kenora Harbourfront Parking Lot that is located south of the Harbourfront Pavilion (hereinafter referred to as the "Parking Lot");
2. The City and Contractor are desirous of entering into a contractual relationship for their mutual benefit;
3. The City and the Contractor wish to clarify certain obligations and rights in respect of said contractual relationship;

IN CONSIDERATION of the above, and in further consideration of the mutual promises and covenants set forth, this Contract Agreement ("the Agreement") witnesseth that the parties agree as follows:

1. DURATION OF AGREEMENT

The City hereby agrees to hire the Contractor, to operate, and supervise the Parking Lot, subject to the terms of this Agreement, for a 26 week period as follows:

May 5, 2008 to October 31, 2008

2. COMPENSATION

- (a) The City shall provide the Contractor with a fee in the amount of EIGHTEEN THOUSAND, THREE HUNDRED AND NINETY DOLLARS AND THIRTY-FIVE CENTS (\$18,390.35) payable on a bi-monthly basis;
- (b) As the Contractor is an independent contractor, they shall receive no benefits from the City and no deductions will be made from the fee.

3. EMPLOYMENT DUTIES

- (a) Primarily, the Contractor will be responsible for the following duties:
 1. Collecting parking fees as set out by the City of Kenora and deposit same daily to the City's bank;
 2. Supervision of operation of the Parking Lot.
 3. Provide reports, as requested, for the number of vehicles using the parking lot.

- (b) The Contractor agrees that they will at all times faithfully, industriously, and to the best of his skill, ability, experience, and talents, perform these duties. As long as he/she is contracted by the City, the Contractor will perform his duties in a manner, which is in the best interests of the City and in accordance with the City's objectives and office procedures. The Community Services Manager shall advise the contractor how the City expects the Contractor's duties to be performed. The City may designate any other person to replace the Community Services Manager in this capacity.
- (c) The hours of work shall be 8:00 a.m. to 6:00 p.m., Monday to Friday, excluding statutory holidays, provided that the City shall have the right to close the parking lot for special events and instruct the Contractor that his services are not required on those days. There will be no reduction in the fee paid to the Contractor for any days that his services are not required.
- (d) The Contractor shall be responsible for adequate personnel to perform the contract at all times, provided that the City shall have approved all personnel.

4. TERMINATION

The parties agree that this Agreement may be terminated as follows:

- (a) by the City at its sole discretion and for any reason whatsoever upon providing the Contractor with two (2) weeks' notice or fee in lieu of thereof. The Contractor further understands and agrees that the notice requirement contained in this clause constitutes a material inducement to the City to enter into this Agreement and to hire the contractor and that the City would not enter into this Agreement absent such inducements.
- (b) By the Contractor for any reason whatsoever upon giving the City two (2) weeks advance notice in writing.
- (c) By the City, at any time, with no notice, upon the Contractor not performing his obligations pursuant to this Agreement.

5. SEVERABILITY

The parties agree that in the event that any provision, clause, article, or attachment herein, or a part thereof, which form part of this Agreement, are deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, articles, attachments, or parts thereof, shall be and remain in full force and effect.

6. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

7. MODIFICATION OF AGREEMENT

Any modification of this Agreement must be in writing and signed by the parties hereto or it shall have no effect and shall be void.

8. MISCELLANEOUS

Where the context requires, the singular shall include the plural and plural shall include the singular. Further, where the context requires, masculine pronouns shall be deemed to read as feminine pronouns or vice versa.

IN WITNESS WHEREOF

the parties have executed this Agreement this _____ day of April, 2008.

SIGNED, SEALED AND)
DELIVERED)

THE CORPORATION OF THE
CITY OF KENORA

.....**MAYOR**
Leonard P. Compton

.....**CLERK**
Joanne L. McMillin

.....
Per: Ann Matiowski Contractor

Witness to A. Matiowski Signature:

.....
(Print Name)_____