

THIS AGREEMENT made as of the 15 day of March, 2009.

BETWEEN:

**THE NORTHWEST TERRITORIES Swimming ASSOCIATION
(NWT Swimming)**

AND:

OF THE FIRST PART

**THE YELLOWKNIFE POLAR BEAR SWIM CLUB
(YKPB)**

OF THE SECOND PART

WHEREAS:

- A. NWT Swimming and YKPB are Societies registered and in good standing in the Northwest Territories, whose objects include the development and delivery of competitive swimming programs,
- B. YKPB wishes to obtain financial assistance from the NWT Swimming in the form of a contribution to assist with the employment of a Head Coach,
- C. NWT Swimming wishes to obtain the services of a Technical Director to promote and assist with the development of competitive swimming across the Northwest Territories,
- D. NWT Swimming and YKPB wish to cooperate on these objectives,

THEREFORE, the parties agree as follows:

SERVICES AND PAYMENT

- 1. YKPB will employ a Technical Director / Head Coach to carryout the duties described in Schedule "A", attached hereto.
- 2. YKPB will complete the documentation required in Schedule "B", entitled Project Summary Report, attached hereto, and provide it to the NWT Swimming along with copies of all substantiating documents and records.
- 3. NWT Swimming shall make the contribution to YKPB to a maximum of thirty two thousand four hundred and forth eight dollars (\$32,448.00) in 2009 and

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twenty nine thousand eight hundred and ninety three dollars (\$29,893.00) in 2010. These funds will be paid by NWT Swimming to YKPB in four equal instalments each year beginning one week after the date of signing and quarterly thereafter.

- 4. In addition, NWT Swimming shall make a contribution to YKPB to a maximum of twenty five thousand five hundred and fifty two (\$25,552.00) in 2009 and twenty eight thousand one hundred and seven (\$28,107.00) in 2010 for travel and wages of student instructors. This will be approved in advance by NWT Swimming and invoiced monthly.
- 5. This Agreement shall commence on January 15, 2009 and end on January 14, 2011 unless otherwise terminated or amended in accordance with the provisions of this Agreement.

ACCOUNTS AND FINANCIAL STATEMENTS

- 6. YKPB shall keep proper and separate accounts and records of the revenues and expenditures for the Project, including all invoices, receipts, and vouchers relating thereto, for a period of at least three (3) years after the expiry of this Agreement.
- 6. YKPB shall conduct all financial affairs related to this Agreement, according to generally accepted accounting principles.
- 7. YKPB shall allow NWT Swimming, at any time during the term of this Agreement and for a period of at least three (3) years after the expiry of this Agreement, and at any reasonable hour, to carry out inspections of the books, records and accounts of the Project.
- 8. YKPB shall submit to NWT Swimming a financial statement, relevant to the expenditures made under this Agreement and reviewed by an independent person, within thirty (30) days of completion of the Project.

LIABILITY

- 9. YKPB shall comply with and cover all of the statutory costs related to the employment of the Technical Director / Head Coach. This includes but is not limited to all Workers Safety and Compensation Commission payments and all remittances to the Government of Canada.



INSURANCE

- 10. NWT Swimming shall maintain a commercial general liability insurance policy covering NWT Swimming and YKPB during the term of this agreement. A copy of the insurance policy shall be provided to YKPB.

TERMINATION AND AMENDMENT

- 11. This Agreement may be terminated by either party at any time before completion, for any reason whatsoever. In the event of such termination, YKPB shall return to NWT Swimming all unexpended monies paid to YKPB for and under this Agreement and provide NWT Swimming with an accounting of all expenditures made under this Contribution within thirty (30) days of termination.
- 12. This Agreement may be amended at any time by the written consent of the parties.

NOTICES AND ADDRESS

- 13. YKPB shall notify NWT Swimming immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributable to the performance or non-performance of the services under this Agreement.
- 14. In this Agreement, if NWT Swimming or YKPB gives any notice, it shall be in writing and will be received:
 - (a) Immediately, if delivered in person;
 - (b) One (1) day after transmittal, if sent electronically; or
 - (c) Ten (10) days after mailing, if sent by registered mail; if sent to the following address:

If to NWT Swimming at:
 PO Box 1593, Yellowknife, NT, X1A 2P2

if to YKPB at:
 PO Box 20007, Yellowknife, NT, X1A 1R0




GENERAL TERMS AND CONDITIONS

15. The schedules that are attached to this Agreement are incorporated herein by reference and are deemed to be part hereof.
16. This Agreement shall be interpreted and governed by the laws of the Northwest Territories and any action taken relating to this Agreement shall be commenced in the Supreme Court of the Northwest Territories.
17. Time shall be of the essence in this Agreement unless otherwise stated herein.
18. The term "YKPB" includes all officers, employees, servants and agents of the YKPB, as the case requires.
19. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their administrators, successors, and assigns.
20. Words in this Agreement importing male gender include female gender and words importing the singular include the plural and vice versa.
21. YKPB shall refund to NWT Swimming:
 - (a) Within thirty (30) days of the expiry of this Agreement or its termination in accordance with s. 14 hereof, YKPB shall refund to NWT Swimming all monies advanced to YKPB that have not been expended prior to such expiry or termination.
 - (b) If, in the opinion of NWT Swimming, YKPB has failed to furnish satisfactory evidence as required by this Agreement to show that the monies received by YKPB were expended in accordance with the terms of this Agreement, upon receipt of written notice from NWT Swimming to that effect YKPB will immediately refund all monies advanced to it by NWT Swimming.
22. On one or more occasions during the term of the Agreement, upon the request of NWT Swimming, YKPB will meet with NWT Swimming and provide information and particulars to NWT Swimming concerning the carrying out of the Project.



DISPUTES

23. All disputes between the parties regarding the interpretation and application of this Agreement shall be referred to the Sport North Federation for mediation of the matter.

SCOPE/BUDGET CHANGES

24. Any changes that affect either the scope or budget of the Project, or both, must first be approved in writing by the President of NWT Swimming, on behalf of NWT Swimming.

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the date and year as first above written.

SIGNED, SEALED AND DELIVERED in the presence of:


Witness


Mar 15 /09
Date


Witness

April 7/09
Date


President, NWT Swimming

Mar 15 /09
Date


President, YKPB
VP

April 7, 2009
Date





SCHEDULE "A"

**NWT Swimming / Yellowknife Polar Bear Swim Club
Technical Director / Head Coach - Job Description
January 2009**

Purpose of the Position

The NWT Swimming Association and the Yellowknife Polar Bear Swim Club have agreed to establish a joint Technical Director / Head Coach position. The purpose of the position is to lead the promotion and development of competitive swimming in the Northwest Territories and to be the Head Coach for the Yellowknife Polar Bear Swim Club.

The Northwest Territories (NWT) Swimming Association is a not-for-profit incorporated society with a mandate to develop the sport of competitive swimming in the NWT. The association members include winter clubs in Yellowknife and Hay River and summer clubs in 10 – 12 other communities. The Yellowknife Polar Bear Swim Club's mandate is to foster, develop, promote and teach competitive swimming in Yellowknife. The Club's membership includes 90 to 100 swimmers between the ages of 5 and 19 each year.

Reporting Relationship

The Technical Director / Head Coach will report to the President of the Yellowknife Polar Bear Swim Club and the President of the NWT Swimming Association in each organization's respective areas of responsibility. NWT Swimming and the Yellowknife Polar Bear Swim Club will establish a joint management committee to oversee the duties of the Technical Director / Head Coach. In the event of a need to clarify duties and or reporting relationships, the Joint Management Committee shall be the final decision making authority.

Time Allocation

The attached chart provides an estimated allocation of time for each of the primary duties outlined in this job description.

Accreditation and Certification

1. The Technical Director / Head Coach must be a member in good standing of Swimming Natation Canada, the Alberta Coaching Council (Swim Alberta) and the Canadian Swim Coaches and Teachers Association.
2. The Technical Director / Head Coach must submit an annual criminal records check to the NWT Swimming and the Board of the Yellowknife Polar Bear Swim Club.

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3. The Technical Director / Head Coach must be a certified swim coach at the Skills Coach level or at an equivalent certification level as approved by NWT Swimming and the Board of the Yellowknife Polar Bear Swim Club.

**Position Duties
NWT Swimming Association**

Swim Club Development

1. Develop and recommend for approval to the Board a competitive swimming development program for the NWT Swimming Association.
2. Responsible for assisting winter club programs in Hay River, Fort Smith and Inuvik with development of their programs through the provision of specialized swimmer, official, coach and volunteer training events.
3. Responsible for assisting summer club programs in various NWT communities with the development of their programs through the provision of specialized swimmer, official, coach and volunteer training events.
4. Responsible for developing and implementing a coach training program for NWT Swimming and member clubs

Coaching

1. Under the regulations established, develop and implement a team selection and management program for Canada, Western Canada and North American Indigenous Games teams.

Administration

1. Complete the annual Sport North and Aboriginal Sport Circle of the Western Arctic accountability and application processes for funding under the Technical Directors Support Program, Excel NT, regular Sport North funding and other programs.
2. Attend and participate in Board Meetings and assist the in managing the affairs of NWT Swimming

Yellowknife Polar Bear Swim Club

Coaching Duties

1. Responsible for designing and managing the Club's competitive and developmental squad training programs

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2. Responsible for planning and implementing a training program for the Club's senior swimmers
3. Responsible for recruiting, supervising, mentoring and managing the Club's coaches for all developmental and competitive groups
4. Responsible for recommending for approval by the Board and then implementing a special events program for each season

Coach Training & Registration

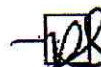
1. Responsible for designing and implementing a coach training program and ensuring that all coaches meet the necessary registration and accreditation processes as required by Swim Natation Canada, Swim Alberta and the Canadian Swim Coaches and Teachers Association

Swim Meets and Time Trials

1. Responsible for recommending for approval by the Board and then implementing a local and away swim competition plan for each season
2. In cooperation with the Meet Manager, design and implement a local swim meet and time trials program
3. In cooperation with the travel coordinator, make all of the necessary logistical arrangements for swim meets held outside of Yellowknife

Administration / Team Manager

1. Responsible for managing the Club's pool time bookings and verifying for payment related monthly invoices
2. Attend and participate in monthly Board Meetings and assist the Executive Committee (President, Vice President, Treasurer and Secretary) in managing the affairs of the Club
3. In cooperation with the Communications Director and Website Manager the dissemination of information to Club members
4. Assist the Registration Director in completing the registration process for all swimmers and coaches with Swim Natation Canada, Swim Alberta, the Canadian Swim Coaches and Teachers Association and the Sears I Can Swim Program.
5. Make recommendations to the Equipment Manager on supplies and swim equipment





PROJECT SUMMARY
NWT Swimming / Yellowknife Polar Bear Swim Club
Technical Director / Head Coach

Background

The Northwest Territories (NWT) Swimming Association is a not-for-profit incorporated society with a mandate to develop the sport of competitive swimming in the NWT. The association members include winter clubs in Yellowknife and Hay River and summer clubs in 10 – 12 other communities.

With the recent addition of new year round pools in Fort Smith, Hay River and Inuvik and new summer pools in Fort Liard and Fort Providence (and one under development in Fort Simpson) the opportunity for growth in the sport is strong.

Over the last ten years NWT Swimming has operated with a small volunteer board of directors and coaches. These individuals have assisted member clubs with coach and officials training and athlete development. The Association has also assisted the Mackenzie and Beaufort Delta Sahtu Recreation Associations with their annual summer aquatics programs through support for competitive swimming development and summer swim meets. NWT Swimming is also responsible for team selection and management for the Canada, Western Canada and North American Indigenous Games.

While the primary mandate of NWT Swimming is the development of competitive swimming, the Association also prides itself with the strong connection the sport has to the development of safer and more 'water smart' residents in the north and the significant benefits that life long participation in swimming can have on residents health and physical wellbeing. It is also noteworthy that many of the NWT's lifeguards and swimming instructors have a competitive swimming background.

1. Program Description

The Technical Director / Head Coach will be responsible for undertaking the following duties.

- Assist with winter club development in Fort Smith and Inuvik through swimmer, coach and board development workshops
- Assist the Hay River Lions Swim Club with swimmer and coach development training
- Assist the Mackenzie and Beaufort Delta Recreation Associations with their summer aquatics programs and summer swim meets (2009) including coach and athlete development events

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