

**LASQUETI ISLAND WASTE MANAGEMENT COORDINATOR
FEE FOR SERVICE CONTRACT**

THIS AGREEMENT made this ____ day of _____, 2019

BETWEEN: qathet REGIONAL DISTRICT
(hereinafter called the "Regional District")

AND: <Name>
Lasqueti Island, B.C. V0R 2J0
(hereinafter called the "Coordinator")

GIVEN THAT:

The Regional District requires management and maintenance services for its waste management facilities on Lasqueti Island; and

The Coordinator provides facilities' management and maintenance services;

THIS AGREEMENT IS EVIDENCE that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1.0 SERVICES

- 1.1 The Coordinator shall provide management and maintenance services outlined in Schedule A attached hereto (the "Services") for the following facilities (collectively the "Facilities");
- (a) the Landfill site;
 - (b) the Free Store
 - (c) the Recycling facilities at the Free Store; and
 - (d) the False Bay Freight Shed.

2.0 TERM

- 2.1 This Agreement shall be in effect from January 1, 2019 to December 31, 2020.

3.0 COMPENSATION

- 3.1 The Regional District shall pay the Coordinator an annual fee of \$xx,xxx for the services provided. The fee shall be paid in monthly installments as follows:

- (a) \$x,xxx per month for July and August; and
- (b) \$x,xxx per month for all other months

and shall be payable on the last day of each month.

These monthly fees are to be incorporated on June 1, 2019 and include one (1) day per week for the coordinator and 0.5 days per week for one helper to execute the Recycle BC Program. In addition, \$150 per month for two (2) transfer station runs for out-of-scope plastics is included in the monthly fee.

- 3.2 In addition to the fees noted above, the Regional District shall reimburse the Coordinator for the following:

- a) Actual payments made by the Coordinator to Free Store workers, up to a maximum of \$x,xxx per year, subject to the Coordinator's submission of receipts documenting said payments;
- b) \$xxx annual distance allowance paid quarterly;

- c) Water taxi and barge charges for transportation of recyclables to Vancouver Island in accordance with a schedule agreed between the Coordinator and the Regional District, and subject to submission of receipts;
 - d) Authorized miscellaneous expenses (e.g., long distance calls or faxes, postage, photocopying, etc.) subject to the receipt of invoices;
 - e) Extra work as described in Section 6 of this Agreement.
- 3.3 The Coordinator shall submit receipts for expenses incurred under Section 3.2 quarterly in April, July, October and January for the preceding three (3) month periods. The Regional District shall not be responsible to provide reimbursement for receipts submitted after March 31st following the year in which the expense was incurred.
- 3.4 Compensation paid under Section 3.1 and 3.2 (a) shall be increased on the anniversary date in each year of the contract in accordance with the Consumer Price Index for BC/Vancouver as recorded by Stats Can for the preceding 12 month period ending December 31st, if the Agreement is renewed as per Section 9.5 of this Agreement.
- 3.5 Any revenues from the marketing or reprocessing of recyclables shall be the sole property of the Coordinator.

4.0 CONTRACTUAL OBLIGATIONS OF THE COORDINATOR

The Coordinator shall:

- 4.1 Organize and provide the management and maintenance services set out in Schedule "A" of this Agreement.
- 4.2 Provide good and courteous service to the public.
- 4.3 Deal professionally and co-operatively with the Regional District and its Coordinators, the Lasqueti Island Plan Monitoring and Advisory Committee (LIPMAC).
- 4.4 Ensure that the Facilities are maintained in a safe, clean and tidy condition.
- 4.5 Maintain accurate records pursuant to this Agreement.
- 4.6 Deliver services to the highest standard of care, skill and diligence.
- 4.7 Be available to receive calls from the public.
- 4.8 Provide and insure a vehicle for use in performing the services covered under this Agreement. The vehicle insurance must carry a liability limit of \$2,000,000 or more.
- 4.9 Maintain and repair, at his own expense, equipment owned or leased by the Coordinator and required to carry out services under this Agreement.
- 4.10 Comply with the *Workers Compensation Act* and Regulations.

5.0 CONTRACTUAL OBLIGATIONS OF THE REGIONAL DISTRICT

The Regional District will:

- 5.1 Pay all fees and expenses as set out in Clause 3 of this Agreement.
- 5.2 Pay for materials, supplies and other expenses associated with Lasqueti waste management operations, as provided for in the annual budget and except as otherwise stated in this Agreement.
- 5.3 Maintain and repair the sites, buildings, and equipment which it owns or leases and which are required for services under this Agreement.

- 5.4 Be responsible for major capital purchases or projects with respect to the Facilities and as provided for in the Lasqueti Waste Management Annual Budget.
- 5.5 Carry out accounting for all revenues and expenditures.
- 5.6 Provide WCB coverage for the Coordinator and free-store employees for services provided under this Agreement.
- 5.7 Carry property and liability insurance on Regional District equipment and facilities.

6.0 EXTRA WORK

- 6.1 The Coordinator may accept Extra Work over and above the regular duties as may be offered by the Regional District from time to time.
- 6.2 The Coordinator and the Regional District shall agree to the fee of \$xx/hr for the Coordinator and \$xx/hr for a helper to be paid for the Extra Work.
- 6.3 The Coordinator may charge an hourly rate of \$xxx for a crane truck when directed by the Regional District.
- 6.4 The Coordinator shall keep a record of Extra Work on a time sheet, indicating the work performed and the dates and hours worked. Time sheets must be submitted to the Regional District within two (2) weeks after completion of the work.

7.0 SUB-CONTRACTING

- 7.1 The Coordinator may, on occasion, use others to provide services under this agreement and their payment shall be the sole responsibility of the Coordinator.
- 7.2 Where the coordinator intends to use a sub-contractor to provide regular or relief services for duration of more than one (1) month, the Coordinator shall obtain the Regional District's prior approval of the individual's to be used.

8.0 CONTRACT ADMINISTRATION

- 8.1 The qathet Regional District Administrator shall be responsible for administering the Agreement. The Coordinator shall report to him on a regular basis as set out in Schedule A.

9.0 AMENDMENT AND TERMINATION

- 9.1 Either party may terminate this Agreement at any time by giving to the other party not less than two (2) months prior written notice.
- 9.2 If the Agreement is terminated at the request of the Regional District, pursuant to Section 9.1 of this Agreement, the Regional District shall have the option of paying the Coordinator in lieu of written notice.
- 9.3 It is understood that if the Coordinator breeches any of the terms and conditions of this Agreement, the requirement of two (2) months notice (or payment in lieu) shall not apply.
- 9.4 At the termination of this Agreement, and unless a new agreement is negotiated, the Coordinator shall turn all financial and other records over to the Regional District.
- 9.5 This Agreement may be renewed upon mutual consent on a yearly basis for a period of up to three (3) consecutive years.

10.0 NATURE OF THIS AGREEMENT

- 10.1 The Coordinator is an independent contractor and is not the servant, employee or agent of the Regional District.
- 10.2 The Coordinator's employees or relief persons are not employees of the Regional District.

11.0 NO ASSIGNMENT

11.1 The Coordinator shall not assign this Agreement without the express written consent of the Regional District.

IN WITNESS OF WHICH the parties have set their respective hands or corporate seals on the day and year first above written at Powell River, British Columbia.

qathet REGIONAL DISTRICT

by its authorized signatory or signatories:

Al Radke, Chief Administrative Officer

Mike Wall, Manager of Asset Management and Strategic Initiatives

CONTRACTOR SIGNATURE

<Name>

Dated this ____ day of _____, 2019

LASQUETI ISLAND WASTE MANAGEMENT COORDINATOR CONTRACT

SCHEDULE 'A'

REGULAR DUTIES AND RESPONSIBILITIES

In addition to the general responsibilities outlined in the contract document, the Coordinator shall carry out the following duties and responsibilities related to the delivery of waste management services and the operation of Lasqueti waste management facilities.

1. FACILITIES OPERATIONS AND MAINTENANCE

1.1 General Maintenance Duties for all Facilities (Landfill, Free Store, Recycling Area, Dock and Shed)

- Keep facilities clean and tidy at all times; pick up garbage in and around sites;
- Once per month, inspect sites, facilities and equipment for conditions which may be a hazard to public safety. Record inspection dates, and report any safety concerns to the Regional District.
- Ensure Regional District facilities and equipment is maintained in good working order. Report the need for repairs to the Regional District office (or LIPMAC) in a timely manner;

1.2 Landfill

- Open the transfer station to the public for at least the following hours:
 - Apr 1 - Sep 31 1st and 3rd Saturday 1 pm to 3 pm
 - Oct 1 - Mar 31 1st Saturday only 1 pm to 3 pm
- At the Coordinator's discretion, the transfer station may be open to the public for additional hours. The Coordinator will not receive any additional remuneration for these additional hours. Public notice regarding any additional hours will be the Coordinator's sole responsibility.
- **The transfer station gate will be locked at all other times.**
- Have at least one person on site throughout the entire time that the transfer station is open to check all loads delivered to the site to ensure they meet content requirements and to record the type and estimated quantities of waste materials delivered to the site;
- Maintain a storage area for marketable scrap metal items, including white goods and tires;
- Once yearly, in July, take water samples from around the transfer station in accordance with proper sampling procedures and submit to an accredited laboratory for analysis, as required by the Ministry of Water, Land and Air Protection.

1.3 Free Store

- Ensure the Free Store is open to the public for at least the following hours:
 - Apr 1 until Oct 31 Mondays and Thursdays 1 pm to 5 pm
 - Nov 1 until Mar 31 Thursdays only 1 pm to 5 pm
- At the Coordinator's discretion, the Free Store may be open to the public for additional hours. The Coordinator will not receive any additional remuneration for these additional hours. Public notice regarding any additional hours will be the Coordinator's sole responsibility.
- Have at least one person on-site during opening hours to check and sort items received.
- Transfer non-reusable and non-recyclable items to storage area at back of Free Store, for disposal at the transfer station as required.
- Maintain an adequate stock of supplies required for regular maintenance.
- Ensure the facilities are cleaned regularly.
- Deliver firewood to Free Store.

1.4 **Dock Area**

- Inspect the False Bay dock and freight shed as follows:
 - Apr 1 until Sep 30 at minimum twice weekly
 - Oct 1 until Mar 31 at minimum weekly
- Keep area free of litter and garbage at all times.**
- Ensure garbage is collected from the dock weekly during the winter season and twice weekly during the summer season. Where feasible, separate organics and recyclable materials from this garbage and deliver to the Free Store. Store residual waste at Free Store site until the quantity warrants a trip to the landfill site.

2. **RECYCLING PROGRAM**

2.1 **Dry Recyclables**

- Store glass and metal food and beverage containers and plastics, excluding styrene and soft plastics, in designated areas at the Free Store site, as space allows;
- Find markets for recyclable materials and arrange for transporting materials to markets in an acceptable condition.

2.2 **Other Recycling**

- Carry out testing as may be required by the Ministry of Environment.

2.3 **Recyclables Transport Costs**

- The Regional District shall be responsible for the costs of transporting recyclable materials to markets, including payment for negative value materials. However, the Regional District will not pay the costs for the use of the co-ordinator's truck.

3. **ADMINISTRATION**

- Report monthly to the Regional Director on current services and local waste management issues.
- Report quarterly to the Administrator on current services and recommend new or revised operations which may improve service to the public or increase waste diversion.
- Submit any proposed changes to facilities' operating schedules to the Regional Director (or the LWMC) for approval. Publicize approved changes prior to implementation;
- Supervise volunteers and sub-contractors as required;
- Follow Regional District risk management and health and safety requirements.
- Record the type and quantity of recyclable materials marketed or reprocessed, handling costs (including transportation) and revenues received.

4. **PURCHASING**

- Carry out all purchasing and other expenditures according to Regional District procedures.
- A typewritten invoice which will include date, line items, and relevant PO numbers **MUST** be submitted before reimbursement will be approved. This may be submitted via email in PDF format only.
- A purchase order number must be obtained prior to making purchases.
- Purchase orders will not be issued for expenditures not included in the annual budget, unless authorized by the Regional Director and the Regional District Administrator and subject to funds being available;

Other tasks consistent with the work set out above may be assigned from time to time.