

PARK ATTENDANT CONTRACT

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THIS AGREEMENT MADE THIS _____ DAY OF _____, A.D., 2021

BETWEEN:

The County of Wetaskiwin No. 10,
a municipal Corporation under the
laws of the Province of Alberta
(hereinafter referred to as the "County")

OF THE FIRST PART

AND:

Mike Sivret
4812 56 Ave
Wetaskiwin AB T9A 1B2
(hereinafter referred to as the "Contractor")

OF THE SECOND PART

PARKS ATTENDANT CONTRACT AGREEMENT BUCK LAKE PARK

WHEREAS the County of Wetaskiwin No. 10 requires maintenance services from the Contractor in connection with the park operation and care taking of Buck Lake Park (hereinafter referred to as the "Park");

AND WHEREAS the Contractor has successfully tendered and been awarded the Parks Attendant Contract for the park for a one (3) year period;

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

- a) "Operating Season" shall be the camping season in any given calendar year and shall commence on or about May 1st and terminate on or about mid-September.
- b) "Director of Leisure & Community Services" is the delegated authority of the County and as such shall retain full authority for inspections, reviews, provision of materials and termination of matters, terms and conditions referred to in this Agreement.
- c) "Agreement" and "herein" shall mean this agreement between the County and the Contractor, and shall include the recitals, schedules and the Contract Documents.

2. HEADINGS

The division of this Agreement into articles and paragraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

3. TERM OF THE CONTRACT

The term of the Agreement shall be for a one (3) year period from May 1, 2021 to September 15, 2023. The County reserves the right to terminate this contract at any time, by giving the park attendant thirty (30) days written notice. Services shall be provided for the duration of the operating season on or about May 1st to September 15th of each year. The length of the term may be extended for another 3 years by mutual consent with a Council resolution.

4. SCOPE OF WORK

The Contractor will perform maintenance services and collect camping fees specified in accordance with specifications in Schedule "A" and shall provide all personnel, supplies, and equipment necessary for the execution of the work.

5. TERMS OF PAYMENT

- a) In consideration for satisfactory performance of the duties detailed in Schedule "A", the County shall compensate the Contractor in accordance with the fee schedule, attached hereto as Schedule "B" and forming part of this Agreement.
- b) The monthly rate referred to in Schedule "B" shall be paid to the Contractor for each month or portion thereof during the operating season. In the event services are provided for only a portion of any given calendar month during the operating season, the payment for that month shall be prorated to reflect the actual days for which services were provided.
- c) The Director of Leisure & Community Services, reserves the right to withhold any and all payments, pending receipt of the required receipts and documentation as listed in Schedule "A".
- d) In the event the season is extended, by mutual consent and in writing, beyond the close of the operating season as described in Sections 3, compensation shall be provided on an hourly basis, at the hourly rate prescribed in Schedule "B".
- e) In the event additional services are required, beyond the scope of work as defined in Schedule "A" during the operating season, the County shall compensate the Contractor at an hourly amount equal to the rate designated in Schedule "B". Any and all additional services shall require prior authorization from the Director of Leisure & Community Services.

6. INDEMNITY

- a) The Contractor shall indemnify and hold harmless the County, its agents and employees from any and all claims, demands, actions, and costs whatsoever caused by or rising out of, directly or indirectly, the Contractor's performance of this Agreement or by reason of any matter or thing done, permitted, or omitted to be done by the Contractor, its subcontractors, or its agents or employees, whether occasioned by the negligence or otherwise. This indemnification shall survive the termination of the Agreement.
- b) The County of Wetaskiwin No. 10 shall not be liable or responsible for bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Contractor, his/her employees or agents in the performance of this Agreement.
- c) The Contractor shall be responsible for all employees' belongings while on the sites. The employees shall not interfere or tamper with any of the park property in any way.

7. USE OF CHEMICALS

The Contractor under no circumstances shall use any pesticide and/or fertilizer in the Park without prior written approval from the Director of Leisure & Community Services.

8. INSPECTION

The Contractor shall co-operate with any inspection carried out by the Director of Leisure & Community Services or any agency approved by the Director of Leisure & Community Services to inspect the Contractor's work.

9. INDEPENDENT CONTRACTOR

The Contractor is and shall be considered for all purposes an independent contractor and is not and shall not be considered for any purpose an agent, representative or employee of the County. The County shall not have any right of control over the Contractor in the daily supervision of or in the performance of work under this Contract.

10. COMPLIANCE

The Contractor shall comply with all federal, provincial, municipal and local laws, rules, regulations and bylaws relating to the Contractor's work under this Contract, including, but not limited to, those pertaining to social security, workers' compensation, employment insurance, labour and wage-and-hours, equal opportunity, environmental protection, withholding tax and requirements for licensing or certification of equipment or operators. The Contractor shall obtain and maintain any and all licenses or bonds required by law.

11. CLOTHING

The Contractor and their employees shall be dressed according to the Workers Compensation Act and the Occupational Health and Safety Act and clothing must be neat and in good repair at all times.

12. TERMINATION

a) Default

The County may, at its sole discretion, choose to terminate the services of the Contractor if, in its opinion:

- i) The Contractor has failed to provide the equipment or operators as set out in Schedule "A"
- ii) The Operator is, in the opinion of the County or its delegated representative, under the influence of any substance which may impair the operator's judgement or ability;
- iii) Any other default of the terms and conditions contained herein. In the event of such cancellation, the Contractor shall be entitled only to payment in respect to work done under this contract up to the termination date.

b) Mutual Agreement

The Agreement may be terminated in part or in full by the Contractor or the County on thirty (30) days written notice being given to the other.

13. ENTIRE UNDERSTANDING

- a) The Agreement herein contains the entire understanding between the parties and the Contractor acknowledges that no conditions, warranties, or representations have been made by or agreed to by the Administrator or his officers.
- b) This Agreement and Schedules "A" and "B" are complementary; however, in the event of conflict within or between the body of the Agreement and Schedules "A" and "B", the provisions in the body of the Agreement shall govern.
- c) Notwithstanding anything contained herein to the contrary, this Agreement shall not be binding and shall not obligate the parties to perform work and make payments of any kind until this Agreement has been duly executed by the County.

d) The validity and interpretation of this Agreement and of each clause or part thereof is to be governed by the laws of the Province of Alberta.

IN WITNESS WHEREOF the parties hereto have executed this document on the date first above written.

THE COUNTY OF WETASKIWIN NO. 10

Seal

per:_____

per:_____

SIGNED AND DELIVERED in
the presence of:

Print Name of Witness

Signature of Witness

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Mike Sivret

SCHEDULE "A"
SCOPE OF WORK

1) Collection And Deposit Of Fees

- a) Collect camping and firewood fees daily
- b) Calculate daily and weekly deposits and deposit funds in a designated bank account in a timely manner so that any moneys or securities are not left on the premises for a period exceeding five (5) calendar days.
- c) Remit all registrations and bank deposit slips to the County of Wetaskiwin Administration Office ensuring that the bank deposits balance to the fees collected by the last business day of each month.

2) Campsite Maintenance

- a) Vacant sites shall be inspected daily and serviced. Servicing includes:
 - i) Removal of all litter and debris from the site;
 - ii) Removal of garbage (unburned paper, bottles, cans) from fire pits;
 - iii) Remove hazards such as fallen trees, ropes, wire;
 - iv) Ensure that there is one picnic table at each site;
 - v) Wash down the picnic table;
 - vi) Cut grass and remove weeds.
 - vii) Maintain a neat and orderly appearance overall.

3) Health & Safety

- a) Complete a monthly inspection of the campground utilizing the Off Site Inspection Form – Campground
- b) Submit the inspection forms to administration on a monthly basis
- c) Report any imminent danger or incidents to the Director of Leisure & Community Services immediately

4) Firewood

- a) Firewood will be provided by the County and delivered to a designated area in the park.
- b) The Park Attendant shall monitor the sale of firewood between the hours that the camp attendant has posted at the campground.
- c) The Park Attendant shall provide the Director of Leisure & Community Services with a minimum of one (1) week notice in the event additional firewood is required.

5) Picnic Tables

- a) Check for damages or losses. Report any damages or loss to Director of Leisure & Community Services;

- b) Throughout the season, tables may require scrubbing to remove graffiti and to maintain a neat, clean appearance. Minor repairs may also be required. This work is the Contractor's responsibility. Major repairs will be performed by the County Parks Department.

6) Garbage Cans

- a) Plastic garbage bags shall be used to line all cans;
- b) The Contractor shall ensure that garbage is collected and removed to a designated disposal site;
- c) Cans shall be disinfected once a month;
- d) Check cans for damage.

7) Buildings

- a) Toilet and Shower House Maintenance Schedule
 - i) Check for and remove all insects and cobwebs both inside and out weekly;
 - ii) Scrub and disinfect floors and walls weekly;
 - iii) Clean and disinfect the toilet seat daily;
 - iv) Replenish toilet tissue and deodorant blocks daily;
 - v) Remove graffiti from walls by washing or painting weekly;
 - vi) Apply odour control agent to pits twice weekly;
 - vii) Report any damages to the Director of Leisure & Community Services;
 - viii) Major repairs will be performed by the County Parks Department.
 - ix) Paper products and cleaning supplies will be the responsibility of the Contractor.

8) Grounds

- a) Roads and Parking Areas
 - i) Check for and remove fallen trees from roadways or parking lots;
 - ii) Check for and report any roadway or parking area damages to the Director of Leisure & Community Services;
 - iii) Check parking areas and roads for sharp objects, broken bottles, etc. and remove;
 - iv) All paper and other litter shall be picked up.
- b) Grass Area
 - i) Hand trim or use a grass whip for cutting grass and/or weeds adjacent to buildings, posts, trees, etc.
 - ii) Keep the grass in all areas neatly cut and trimmed.

9) Supervision

The entire campground must be patrolled at least once a day and twice during peak periods, with at least one supervisory patrol in late evening, 10:00 p.m. to 11:00 p.m.

Vandals and rude & loud campers may be asked to leave. Any problems dealing with problem people, contact the Community Peace Officer at 780-352-0005.

10) General

The Contractor shall supply:

- a) All equipment
- b) All sanitary supplies

SCHEDULE "B"
Contract Tender Form

PARK NAME: Buck Lake Park

PARK LOCATION: Buck Lake

Due to the inclusion of Consumer Price Index, compensation for the entire contract cannot be determined. For the first year of the contract the following compensation applies:

Monthly Rate for Provision of Services:

May 1 – May 31	\$ 3,369.70
June 1 – June 30	\$ 3,261.00
July 1 – July 31	\$ 3,369.70
August 1 – August 31	\$ 3,369.10
September 1 – September 15	\$ 1,630.00
\$25/month cell phone subsidy	\$ 125.00
Total Annual Contract	\$ 15,125.00

1. In September of each year, pursuant to Policy #1406, Administration will provide the CPI (Consumer Price Index) adjustment based on the previous 12 month period (August 1st to July 31st) for the greater Edmonton region, as obtained from Statistics Canada, for Council's ratification.
2. Upon review and ratification of Council, the CPI adjustment percentage will be applied to the Park contract, effective January 1st.
3. A cell phone subsidy of \$25.00 per month is included in this contract from May 1st to September 15th as there is no land line available at Buck Lake Park.

Hourly Rate for Other Work or Extension of Contract: \$ 16.00

AFFIRMATION AND EXECUTION

I have read and understand the Contract Documents and agree that the within bid is made on the basis of the Contract Documents.

SIGNED, SEALED and delivered in the)
presence of the undersigned on the)
____ day of _____, 2021.)

Witness)

Mike Sivret