

PEACE RIVER REGIONAL DISTRICT  
REGIONAL PARKS COMMITTEE MEETING  
A G E N D A

---

for the meeting to be held on Thursday, May 5, 2016 via Teleconference  
in the Regional District Office Boardroom 1981 Alaska Avenue,  
Dawson Creek, BC, commencing at 4:30 p.m.

---

Teleconference Number: 1-877-385-4099 - Participant Code 8806285#

1. Call to Order:
2. Reports:
  - R-1 May 2, 2016 - Bryna Casey, Parks and Rural Recreation Coordinator - Blackfoot Park - Contract for Maintenance
3. Adjournment:



# Peace River Regional District REPORT

R-1

To: Regional Parks Committee

Date: May 2, 2016

From: Bryna Casey, Parks and Rural Recreation Coordinator

Subject: **Blackfoot Park - Contract for Maintenance**

### RECOMMENDATION(S):

That the Regional Parks Committee recommends to the Regional Board that the Regional District extend the Contract for Services for Blackfoot Regional Park for 2016 to Judy Russell for a contract amount of \$11,117 and that the contract be publicly tendered in the fall of 2016 for a term of up to three years.

### BACKGROUND/RATIONALE:

At the Regional Board’s March 10, 2016 meeting, the following motion was passed:

<p>R-9 March 2, 2016 - Bryna Casey, Parks and Rural Recreation Coordinator on behalf of the Regional Parks Committee</p>	<p><u>STAFF VS. CONTRACTED WORKER FOR REGIONAL PARKS MAINTENANCE</u> RD/16/03/19 MOVED Director Rose, SECONDED Director Nichols, That Contracts for Services continue to be used to upkeep the five regional parks; and furthermore, that the contracts be reviewed and amended to address safety concerns, and minor changes be made to the scope of work and reporting requirements, and that the contract amount not exceed the budgeted amount.</p>
--	---

**CARRIED.**

In early April 2016, while in the process of negotiating the Contract for Services for this park, the 2015 contractor provided the Community & Electoral Area Services Department with a revised budget based in part on the increased scope of work approved by the Board.

The suggested contract price exceeded the approved budgeted and was increased largely due to:

- 1) additional mileage and time required for garbage disposal (now having to travel to the Rolla Transfer Station (72 km round trip) vs the Doe River Transfer Station (now closed);
- 2) additional cost of insurance coverage due to increased travel distances (vehicles must have commercial insurance vs “farm vehicle” insurance); and
- 3) attending the park twice per week vs once a week as in previous years during the contracted period of (May 15-September 15).

Staff see a second maintenance visit to the park as a priority to ascertain a baseline amount of park users over the summer and to respond to reports of vandalism and safety concerns at the park. The total contract price of \$11,117 is in line with the value of the Contracts for Maintenance for the other regional parks and the fees under which the contract price is based upon, seem reasonable for the work being provided.

**May 3, 2016**

Staff Initials:

*BCasey*

Dept. Head:

*J. Morgan*

CAO:

*Ch. Birk*

Page 1 of 2

**R-1**

- Sundance Lake Park (Year Round Contract) – \$14,726
- Spencer Tuck Regional Park (Day Use Park) – \$11,340
- Montney Centennial Regional Park (Overnight Park) – \$11,603
- Minaker Regional Park (Overnight Park) – \$11,603

Mrs. Russell has been providing the work each year since 1987 (29 years), with positive feedback received about the level of care provided. The Board had approved an allocated amount of \$5,000 for park maintenance for Blackfoot Regional Park in 2016. The remaining \$6,117 could be allocated from the “Safety/Danger Tree” line item in the 2016 Parks budget.

Should the Parks Committee choose, this contract could alternatively be tendered out to the general public, a process that would likely run into June leaving maintenance at the park to be neglected until the tender has been completed and a contractor selected. Historically, Park Contracts for Services have not been well received by the public, with a low number of complete bids being received. Staff have low confidence that any bids will be received at a reduced rate. For example, in the spring of 2016, the Contract for Services for Sundance Lake Park was tendered with only 1 bid being received back.

While tendering the Contracts for Services for Blackfoot Regional Park in the spring of 2016 is not recommended at this time, staff will look to tender the contract in the fall of 2016. It is recommended that this tender be offered for 1 year with the option to renew for up to an additional two years on a year to year basis based on contract performance.

**STRATEGIC PLAN RELEVANCE:**

This report supports Strategic Objective 1.6.1 stating that the PRRD shall “implement the 10 Year – Regional Parks and Trails Master Plan (approved in 2014).

**FINANCIAL CONSIDERATION(S):**

Depending on the direction provided by the Parks Committee, financial burden to the PRRD would likely be at least \$6,117 over the budgeted amount of \$5,000. These additional funds can be allocated from the Safety/Danger Tree budget line item and will ensure that the overall budget for the function will not be exceeded for 2016.

**COMMUNICATIONS CONSIDERATION(S):**

If the Parks Committee chooses to continue with the current Park Contracts for Services to Blackfoot Park, staff see no reason for public consultation or public engagement. However, if the Parks Committee chooses to tender out the Contracts for Services, a tender document would have to be created and distributed to the public for bid submission.

**OTHER CONSIDERATION(S):**

As per the Master Plan, over the next year staff will also investigate the option of piloting a park attendant program at Blackfoot Park in 2017 or 2018 to help address some of the issues arising from misuse of the park.

**May 3, 2016**

**Notice:**

4. Notices under this Agreement are to be in writing and delivered as follows:
  - a) To the Regional District:  
Peace River Regional District  
Box 810, 1981 Alaska Avenue,  
Dawson Creek, BC V1G 4H8  
Phone: 250.784.34200 Fax: 250.784.3201
  - b) To the Contractor:  
Mrs. Judy Russell  
RR#2, Site 6, Comp. 5,  
Dawson Creek, BC V1G 4E8  
Phone: 250.759.4790

**The Work:** - The Contractor shall conduct the following work:

5. On Saturday and Monday of each week, clean up all litter and garbage, pick up excrement around the park, remove garbage left along walkways or common areas, empty garbage receptacles, and haul garbage to a waste transfer station:
6. On Saturday and Monday of each week, inspect, clean up and maintain the toilets;
7. On Saturday and Monday of each week, conduct an inspection of the playground area, by checking the equipment for damage or loose fittings and the pea gravel to ensure it is clear of debris that may cause injury;
8. As required, collect and return bottles/cans from recycling bins for each of the contract years. Items can be returned for deposit to the nearest recycling depot by the Contractor. All money received by the Contractor from the return of these items can be used by or donated at the discretion of the Contractor.
9. Supply toilet paper, sanitized hand wash and chemical treatment for the pit toilet as needed.
10. As required, clean picnic tables.
11. As required, trim overhanging tree branches.
12. As required, make minor repairs and touch ups to paint and remove graffiti.
13. As required, cut grass and remove minor debris located under picnic tables, in campsites, and along pathways.
14. As required, manually control weeds.

---

**Reporting**

15. The Contractor will notify the Regional District of any potential criminal activity, emergencies or high risk situations involving the facility or immediate area (i.e. danger trees, vandalism, fire, etc.)
16. The Contractor will report to the Regional District any vandalism, or damage to equipment or infrastructure.
17. The Contractor will notify the Regional District when the toilets require pumping. The Regional District will make arrangements to have the toilets pumped out.
18. Report invasive plants to the Regional District at (250) 784-3227.
19. Report nuisance pests (i.e. wasps, ants) to the Regional District.
20. Complete the “Weekly Park Status Report” and submit to the Regional District on a weekly basis, attached as Schedule ‘B’.
21. Notify the Regional District of any park users that are in violation of the Park Use Regulations, attached as Schedule ‘D’.

**General Provisions:**

22. The Contractor may, with prior written approval from the Regional District, contract out the Work or a portion of the Work to another person or persons whom he or she deems to be responsible. The Contractor agrees that any such person shall have sufficient skills and ability, training and experience to perform the Work in accordance with the terms and conditions of this Agreement.
23. The Contractor is responsible for seeing that the Work is performed on time and in a satisfactory manner.
24. The Regional District is not liable for any acts or omissions of the Contractor which cause damage to any other person.
25. The Regional District shall be entitled at any time to inspect and monitor the Work performed by the Contractor to ensure that the terms of this Agreement are being performed by the Contractor. The Regional District may take whatever measures it deems necessary to ensure the timely and satisfactory completion of the Work.
26. The Contractor may not assign this Agreement without the express written consent of the Regional District which shall not be unreasonably withheld.

The Regional District and the Contractor agree to the following terms: (continued)

2. The Regional District and the Contractor agree that the Contractor is an independent Contractor and nothing in this Agreement shall be deemed to create an employment, partnership or agency relationship between the parties.
3. The Contractor agrees not to take any action or make any claims against the Regional District under this Agreement which would be contrary to the nature of this Contract as a Contract for Services.

**Notice:**

4. Notices under this Agreement are to be in writing and delivered as follows:
  - a) To the Regional District:  
Peace River Regional District  
Box 810, 1981 Alaska Avenue,  
Dawson Creek, BC V1G 4H8  
Phone: 250.784.34200 Fax: 250.784.3201
  - b) To the Contractor:  
Mrs. Judy Russell  
RR#2, Site 6, Comp. 5,  
Dawson Creek, BC V1G 4E8  
Phone: 250.759.4790

**The Work:**

5. The Contractor will perform the following work (the "Work"):
  - a) on the first day of the week complete the "Weekly Park Status Report" attached as Schedule 'B' and submit to the Regional District **on a weekly basis**;
  - b) on the first work day of the week will clean up all litter and garbage, including the emptying of garbage containers, removing garbage left in campsites and fire pits, and any garbage left along walkways or common areas;
  - c) on the first work day of the week will clean up and maintain all toilets, including supply of toilet paper and chemical treatment of the pit as needed;
  - d) as needed will cut grass located in the playground area, under picnic tables, in campsites and along the path and at the tent site (Site #13);
  - e) on the first day of the week conduct an inspection of the playground by checking the equipment for damage or loose fittings and the pea gravel to ensure it is clear of debris that could cause injury;
  - f) manually control weeds as needed and report any weed infestations to the Regional District
  - g) immediately notify the Regional District of emergency situations, potential criminal activity, vandalism or equipment or infrastructure damage; and
  - h) notify the Regional District of any park users that are in violation of park use regulations.

**The Work: (continued)**

6. The Contractor may, with prior written approval from the Regional District, contract out the Work or a portion of the Work to another person or persons whom he or she deems to be responsible. The Contractor agrees that any such person shall have sufficient skills and ability, training and experience to perform the Work in accordance with the terms and conditions of this Agreement.
7. The Contractor is responsible for seeing that the Work is performed on time and in a satisfactory manner.
8. The Regional District is not liable for any acts or omissions of the Contractor which cause damage to any other person.
9. The Regional District shall be entitled at any time to inspect and monitor the Work performed by the Contractor to ensure that the terms of this Agreement are being performed by the Contractor. The Regional District may take whatever measures it deems necessary to ensure the timely and satisfactory completion of the Work.
10. The Contractor may not assign this Agreement without the express written consent of the Regional District which shall not be unreasonably withheld.

**Rate of Payment:**

11. The Contractor will be paid a flat fee of \$4,858.
12. The Contractor will be responsible for the purchase of all toiletries and chemicals required for toilet facility maintenance. These expenses will be reimbursed upon submission of invoices. Please use the form attached as Schedule 'D'.
13. The Regional District will pay to the Contractor the amounts owing after the Contractor has completed the Work to the satisfaction of the Regional District; as per the following schedule of payments, with submission of invoices:

May 30	\$971.60	August 30	\$971.60
June 30	\$971.60	September 30	\$971.60
July 30	\$971.60		

**Tools and Equipment:**

14. The Contractor agrees to provide all the tools and equipment necessary to complete the Work.

**Statutory Third Parties:**

15. The Contractor must at all times, at its sole expense, comply with all laws applicable to it.

Contract for Blackfoot Park 2016

Russell's

**1 Trip Per Week with taking garbage to Rolla**

20 trips to service park @ 7 man Hrs. at \$25.00	\$3500.00
20 trips 50km @ .50 a km	\$500.00
20 trips to Rolla to dispose of garbage	
2 man hrs + 36 Km at .50 per km	
Tipping Fees Waived	\$1360.00
5 trips to Dawson with Big waste	
80km x .50 & 3 man hours	\$575.00
5 trips to cut grass/weeds 8 man hrs @40.00	\$1600.00
Liability/WCB/Insurance	\$1400.00
*Additional trips (14 weeks) to Monitor Park & pick up garbage	
3 man hrs x 25.00 & 50 km @ .50	\$1400.00
*Additional trips to Rolla to dispose of garbage	
14 trips x 68.00	<u>\$952.00</u>
	\$11,117.00

May 3, 2016