

SPARWOOD PUBLIC LIBRARY ASSOCIATION (SPLA) STATEMENT of POLICIES		Page:	1 of 2
Chapter:	HUMAN RESOURCES AND VOLUNTEER MANAGEMENT	SP No.	F.1
Subject:	Independent Contractors	Approved:	May 13, 2024
Issued by:	Board Trustees	Subject to Review:	2029
Replaces:	NEW	Dated:	

POLICY

1. Occasionally **SPLA** may enter into a contract for service with an independent contractor.
2. All contracts with independent contractors shall be in writing, with the terms and conditions of the contract outlined therein, including, but not limited to:
 - a. the nature and scope of the work to be performed by the independent contractor;
 - b. the term of the contract;
 - c. the remuneration to be paid and method of payment;
 - d. notice requirements for either party to terminate the contract;
 - e. that equipment and tools shall be provided at the contractor’s expense;
 - f. insurance requirements;
 - g. limitation of liability and indemnity, severability, and the applicable governing law.
3. Prior to awarding any contract, two or more competitive quotations or bids should be received and considered, unless this provision is waived by the Board.
4. Price is not to be considered the determinative factor in determining the winning bid; however, it shall be a consideration.
5. Contracts may not be awarded to prior employees or retirees of **SPLA** without the approval of the whole Board.
6. All independent contractors must provide proof of insurance, including:
 - a. workers’ compensation insurance and payment of Worksafe BC premiums (including Clearance Letter where required); and
 - b. appropriate automobile insurance if the use of the independent contractor’s personal vehicle is necessary for the performance of the contract.
7. Recommended: Contractor to hold general liability insurance with a minimum of \$500,000 in coverage, with **SPLA** named as an additional insured
8. Independent contractors must agree to adhere to **SPLA’s** policies regarding conduct and behaviour, conflicts of interest, workplace harassment, personal information protection, e-mail and internet use, dress code, and all health and safety policies while under contract with **SPLA**.
9. If the work or service specified in the contract is not completed by the expiration of the term of the contract, the independent contractor must enter into a new contract with **SPLA**.

PURPOSE

10. The purpose of this Statement of Policy and Procedure is to ensure a consistent and equitable handling of all contracts with independent contractors and to define the relationship between the independent contractor and **SPLA**.

RESPONSIBILITY

Chief Librarian

11. It is the responsibility of the Chief Librarian to:
 - a. obtain the approval of the Board to offer contract work;
 - b. obtain at least two bids on contract work prior to awarding the contract, unless waived by the Board;

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- c. evaluate all contract bids and ensure that all criteria have been satisfactorily addressed prior to awarding the contract;
- d. have the independent contractor execute the Independent Contractor's Agreement prior to the commencement of work for **SPLA**;
- e. ensure that the independent contractor has provided proof of adequate insurance coverage prior to the commencement of the contract;
- f. provide a copy of relevant **SPLA** policies to the independent contractor and ensure that the independent contractor has reviewed and understands same.

Independent Contractor

12. It is the responsibility of the independent contractor to:

- a. execute the Independent Contractor's Agreement prior to the commencement of work for **SPLA**;
- b. provide proof of adequate insurance coverage in accordance with the Independent Contractor's Agreement;
- c. perform the work in accordance with the contract;
- d. ensure that **SPLA's** reputation is protected by adhering to **SPLA's** policies regarding conduct and behaviour, conflicts of interest, workplace harassment, personal information protection, e-mail and internet use, dress code, and all health and safety policies.

PROCEDURE

13. The Chief Librarian (depending on amount of contract) shall:

- a. obtain approval of the Board to offer contract work to an independent contractor;
- b. obtain at least two (2) proposals/quotes from independent contractors prior to awarding the contract;
- c. evaluate the proposals/quotes received from contract candidates and offer the contract to the successful contract bid;
- d. provide a copy of this policy together with all other relevant policies to the independent contractor prior to signing the Independent Contractor's Agreement and ensure that the independent contractor is fully cognizant of the contents thereof.

14. The independent contractor must provide **SPLA** with proof of insurance prior to being awarded a contract.

15. The Board and the independent contractor must sign the Independent Contractor's Agreement prior to the commencement of any work by the independent contractor.

16. The independent contractor will be paid in accordance with the terms of the contract upon presentation of an invoice. The Chief Librarian, or delegate, must approve the invoice before forwarding it for payment.

ATTACHMENTS

Form F1 – Sample Independent Contractor Agreement