

**RURAL MUNICIPALITY OF LAC PELLETIER NO. 107**

**BYLAW NO. 2022-08**

**A BYLAW TO AMEND BYLAW 2022-01 BEING A BYLAW TO PROVIDE ENTERING INTO AN AGREEMENT FOR FIRE AND LIFE SAFETY INSPECTIONS AND SERVICES**

The Council of the Rural Municipality of Lac Pelletier No. 107 in the Province of Saskatchewan enacts as follows:

1. That Bylaw 2022-01 respecting entering into an agreement for Fire and Life Safety Inspections be amended to the changes outlined in Addendum A, as attached hereto and forming part of this Bylaw.
2. This Bylaw comes into effect July 12, 2022.

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Reeve

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Administrator

Read a third time and adopted this 12<sup>th</sup> day of July, 2022.

## ADDENDUM A

This Addendum to Service Agreement made effective the 27 day of January, 2022  
("Addendum to Service Agreement")

### **BETWEEN:**

Rural Municipality of Lac Pelletier No. 107 of Neville, Saskatchewan  
(hereinafter called the "**Customer**")

-and-

Maltese Fire Inspections Ltd. of Swift Current, Saskatchewan  
(hereinafter called the "**Service Provider**")

-and-

Lac Pelletier Regional Park Authority

**WHEREAS** the Customer and the Service Provider entered into a Service Agreement effective the same day as this Addendum to Service Agreement;

**AND WHEREAS** the Customer and the Service Provider would like to add the Lac Pelletier Regional Park Authority as a customer to the Service Agreement;

**AND WHEREAS** the Customer and the Service Provider wish to update and clarify certain rights and obligations as per the Service Agreement;

**AND WHEREAS** the underlined text refers to new term, rights, and obligations added to the Service Agreement;

**NOW THEREFORE, THE PARTIES HERETO AGREE** the Service Agreement shall be amended as follows:

1. The Lac Pelletier Regional Park Authority shall be added as a "Customer" to the Service Agreement. All references to "Customer" shall refer to the Rural Municipality of Lac Pelletier No. 107 and the Lac Pelletier Regional Park Authority. The term "Customer" and "Customers" can be used interchangeably and hold the same meaning in the Service Agreement and this Addendum to Service Agreement.

2. Section 4 of the Service Agreement shall now read:

In the event that either Party wishes to terminate this agreement prior to the end of the Term, either party may terminate this agreement by providing the other Party with seven (7) days' written notice, with notice being provided to the other Party by email and registered letter.

a. If one Customer wishes to terminate the Service Agreement and the other does not, the Service Agreement will remain in effect for the non-terminating party. Each Customer shall be responsible for their *pro rata* costs as specified in Sections 5 and 7 of the Service Agreement.

3. Section 5 of the Service Agreement shall now read:

Should the Customer terminate this Agreement prior to the end of the Term, the Service Provider shall invoice the Customer their *pro rata* shares of the outstanding amount owing for Services provided up to and including the date of termination.

4. Section 6 of the Service Agreement shall now read:

Should the Service Provider terminate this Agreement prior to the end of the Term, the Service Provider shall invoice the Customer their *pro rata* shares of the outstanding amount owing for Services provided up to and including the date of termination.

5. Section 7 of the Service Agreement shall now read:

a. The cost for all inspections and inspection-related activities, except for Enforcement and Other Services, is:

\$9,800.00 + GST

The Service Provider shall invoice the Customer in two (2) installments, and payments will be due as follows:

Payment 1 of 2 - \$4,900.00 + GST due on July 31, 2022, invoiced in July 2022;

Payment 2 of 2 - \$4,900.00 + GST due on December 31, 2022, invoiced in December 2022.

i) Should the number of inspections and/or inspection-related activities change substantially during the Term of this Agreement as described and set out in Section 1 of this Agreement, the Service Provider may charge an additional fee for the additional work incurred.

ii) Not included are requests from property owners/agents for a voluntary fire and life safety inspection of their property to confirm compliance with applicable fire code provisions and RM of Lac Pelletier fire safety bylaws. The cost for a requested inspection is \$75.00 + GST and will be invoiced directly to the property owner/agent by Maltese Fire Inspections Ltd.

iii) The Customers shall pay their *pro rata* share of Compensation to the Service Provider, which is determined as follows:

- i) The Rural Municipality of Lac Pelletier No. 107 agrees to pay the quoted \$9,800.00 + GST.
- ii) Furthermore, the Rural Municipality of Lac Pelletier No. 107 will bill the Lac Pelletier Regional Park Authority for 50% of the costs incurred after the last invoice from Maltese Inspection is issued.

b. Enforcement and Other Services

The time associated with Enforcement Services that occurs after the issuing of an Order to Remedy, including but not limited to additional on-site inspections, issuing warning tickets, fines, reports, emails, phone calls, meetings, hearings, and associated travel costs from Swift Current to Lac Pelletier and back, shall be invoiced at an hourly rate of \$65.00 + GST.

The time associated with providing Other Services required shall be invoiced at an hourly rate of \$65.00 + GST.

The cost associated with Enforcement Services shall be billed directly to the Customer whose territory the Enforcement Services took place in.

6. Section 9 of the Service Agreement shall now read:

In the event that the Customer does not comply with the rates, amounts, or payment dates provided in this Agreement; a late payment penalty will be charged as follows:

- a. The Customers will pay interest on their *pro rata* portion of any late payment at the monthly interest rate of two percent (2%). Net 30 days

7. Section 17 of the Service Agreement shall include subsection (c):

Lac Pelletier Regional Park Authority

PO Box 12

Wymark, Saskatchewan, S0N 2Y0

Phone: 306-627-3595

Email: [claire@melhoff.com](mailto:claire@melhoff.com)

8. Section 36 shall be added to the Service Agreement, reading as follows:

**Indemnity**

36. The Customers hereby agree to indemnify and hold each other harmless from all claims, losses, costs, charges, expenses, damages and obligations arising directly or indirectly by reason of services rendered in the other customers' territory, as set

out in Section 5(a)(iii)(1) of this Addendum to Service Agreement.

9. That the terms of the Service Agreement remain in full force and effect except as modified by this Addendum to Service Agreement. In the event of inconsistency between the Service Agreement and this Addendum to Service Agreement, the terms of this Addendum to Service Agreement govern.

10. This Addendum to Service Agreement may be signed and delivered by the parties in counterparts, with the same effect as if each of the parties had signed and delivered the same document, and that execution and delivery will be valid and legally effective.

11. This Addendum to Service Agreement may be signed by manual, digital or other electronic signatures and delivered or transmitted by any digital, electronic or other intangible means, including by e-mail or other functionally equivalent electronic means of transmission, and that execution, delivery and transmission will be valid and legally effective to create a valid and binding agreement between the parties.

**IN WITNESS WHEREOF the parties have hereunto set their hands and seals effective as of the day and year first above written.**

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Rural Municipality of Lac Pelletier No. 107 – Reeve

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Rural Municipality of Lac Pelletier No. 107 – Administrator

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Lac Pelletier Regional Park Authority

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Lac Pelletier Regional Park Authority

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Maltese Fire Inspections Ltd.