

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

**BYLAW NO. 2023-05**

**A BYLAW TO PROVIDE FOR 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. The Rural Municipality of Lac Pelletier No. 107, is hereby authorized to enter into agreement with the Lac Pelletier Regional Park Authority of Wymark and Maltese Fire Inspections Ltd. of Swift Current for Fire and Life Safety Inspections and Services attached hereto and marked Exhibit "A".
2. The Reeve and the Administrator of the Rural Municipality of Lac Pelletier No. 107 are hereby authorized to sign and execute the agreement, the terms of which are set out in Exhibit "A" here before referred to.
3. This Bylaw shall come into force and take effect on May 9, 2023.

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Reeve

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Administrator

Read a third time and adopted this 9<sup>th</sup> day of May, 2023.

**EXHIBIT "A"**

**SERVICE AGREEMENT**

Fire and Life Safety Inspections and Services

**THIS SERVICE AGREEMENT (the "Agreement") dated this**

**9<sup>th</sup> day of May, 2023**

**BETWEEN**

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

**- AND -**

Lac Pelletier Regional Park Authority of Wymark, Saskatchewan (the "Customer")

**- AND -**

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

**BACKGROUND:**

A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience, and abilities to provide services to the Customer.

B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:

a. Inspections of Commercial, Industrial, Assembly, and Rental Residential Properties

Conduct fire and life safety inspections on commercial, industrial, assembly, and rental residential properties located within the Lac Pelletier resort area and Lac Pelletier Regional Park area.

Includes a scheduled on-site fire and life safety inspection, issuing of an inspection report to the property owner/agent, and one follow-up inspection and report (if required) to verify remedy of deficiencies. If needed, also includes the issuing of an Order to Remedy / ticket for non-compliance.

b. Inspections of Residential Properties

i) Conduct a general visual assessment of the private residential areas to verify compliance with the provisions and Remedy By date stated in the notification letter, including any applicable fire code provisions and fire safety bylaws. The general visual assessment will be conducted within a short timeframe after the Remedy By date stated in the notification letter. The visual assessment will be conducted from roadways and/or non-private grounds where possible.

ii) The owners/agents of any properties known to be not in compliance with the provisions in the notification letter and applicable fire code provisions and fire safety bylaws will be issued a fire and life safety inspection report stating the deficiencies and a Remedy By date. Failure to voluntarily comply can result in the issuing of an Order to Remedy and a warning ticket or fine.

iii) Investigation and enforcement of any valid public complaints or reports of non-compliance of the listed provisions in the notification letter and any other applicable fire code and fire safety bylaw provisions.

iv) Enforcement actions and activities required to enforce an issued Order to Remedy.

c. Consulting on Fire Safety Bylaws

Provide consulting on fire safety bylaws based on applicable National Fire Code provisions.

2. The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

**Term of Agreement**

3. The term of this Agreement (the "Term") **will begin on May 9, 2023 and will remain in full force and effect until December 31, 2023**, subject to termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

4. 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 Section 5 and 7 of this agreement.

5. 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.

6. 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.

**Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in CAD (Canadian Dollars).

**Compensation**

7. For the services rendered by the Service Provider as required by this Agreement, the Customer shall provide compensation (the "Compensation") to the Service Provider as follows:

a. The cost for all inspections and inspection-related activities, except for Enforcement and Other Services, is: \$4,900.00 + GST

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

Payment 1 of 2 - \$2,450.00 + GST due on August 31, 2023, invoiced in August 2023;

Payment 2 of 2 - \$2,450.00 + GST due on December 31, 2023, invoiced December 2023.

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, as well as the Lac Pelletier Regional Park Authorities 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:

The Rural Municipality of Lac Pelletier No. 107 agrees to pay the quoted \$4,900.00 + GST.

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, excluding any GST.

**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 \$75.00 + GST. The time associated with providing Other Services required shall be invoiced at an hourly rate of \$75.00 + GST. The cost associated with Enforcement Services shall be billed directly to the Customer whose territory the Enforcement Services took place in.

**Provision of Extras**

8. The Customer agrees to provide, for the use of the Service Provider in providing the Services, the following extras:

a. Current and relevant information on new and existing occupancies to be inspected as it becomes available.

**Payment Penalties**

9. 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

**Confidentiality**

10. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Customer which would reasonably consider to be proprietary to the Customer including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Customer and where the release of that Confidential Information could reasonably be expected to cause harm to the Customer.

11. The Service Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Service Provider has obtained, except as authorized by the Customer. This obligation will survive indefinitely upon termination of this Agreement.

12. All written and oral information and materials disclosed or provided by the Customer to the Service Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Service Provider.

### **Ownership of Materials and Intellectual Property**

13. All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Service Provider. The Customer is granted a non-exclusive limited-use license of this Intellectual Property.

14. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

### **Return of Property**

15. Upon the expiry or termination of this Agreement, the Service Provider will return to the Customer any property, documentation, records, or Confidential Information which is the property of the Customer.

### **Capacity/Independent Contractor**

16. In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

The Customer shall provide the Service Provider the authority to act on the Customer's behalf to perform the Services described herein.

### **Notice**

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Rural Municipality of Lac Pelletier No. 107  
PO Box 70 Neville, Saskatchewan, S0N 1T0  
Phone: 306-627-3226  
Email: [rm107@sasktel.net](mailto:rm107@sasktel.net)

b. Maltese Fire Inspections Ltd.  
PO Box 1721 Swift Current, Saskatchewan, S9H 4G6  
Phone: 306-773-1991  
Email: [maltesefireinspections@hotmail.com](mailto:maltesefireinspections@hotmail.com)

c. Lac Pelletier Regional Park Authority  
PO Box 12, Site 6, RR #1  
Wymark, Saskatchewan S0N 2Y0  
Email: [claire@melhoff.com](mailto:claire@melhoff.com)

### **Insurance**

18. The Service Provider will be required to maintain general liability insurance including coverage for bodily injury and property damage at a level that would be considered reasonable in the industry of the Service Provider based on the risk associated with characteristics of this Agreement and only to the extent permitted by law. All insurance policies will remain materially unchanged for the duration of this Agreement.

### **Limitation of Liability**

19. It is understood and agreed that the Service Provider will not be liable to the Customer, or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

### **Additional Clauses**

20. Items Provided by the Service Provider, the Service Provider shall provide basic office supplies, applicable forms, and ticket books. The Customer shall allow the Service Provider to use its logo and mailing information on the forms and ticket books, which shall be custom-printed for the purpose of providing Services.

21. Governing Rules, Regulations, Codes, Acts, and Bylaws Inspections will be conducted in accordance with the Saskatchewan Fire Safety Act, the National Fire Code of Canada 2015, RM of Lac Pelletier No. 107 Fire Prevention Bylaws, Lac Pelletier Regional Park Authority Fire Bylaws, and any other that may apply.

### **Dispute Resolution**

23. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

24. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Province of Saskatchewan. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Province of Saskatchewan.

### **Costs and Legal Expenses**

25. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

### **Modification of Agreement**

26. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Time of the Essence**

27. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**

28. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written notification to the Customer.

### **Entire Agreement**

29. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

### **Enurement**

30. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

### **Titles/Headings**

31. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**Gender**

32. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

33. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Province of Saskatchewan, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

34. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

35. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**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 Service Agreement.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on this 9<sup>th</sup> day of May, 2023.

Rural Municipality of Lac Pelletier No. 107 (Customer)

Seal

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Reeve

\_\_\_\_\_  
Administrator

Lac Pelletier Regional Park Authority (Customer)

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\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary/Treasurer

Maltese Fire Inspection Ltd. (Service Provider)

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Wade R. Sutherland - Director