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Thompson-Nicola Regional District

Department: Building

300 - 465 Victoria Street
Kamloops, British Columbia
Canada V2C 2A9
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December 4, 2014

RECEIVED

DEC 8 / 2014

VILLAGE OF LYTTON

Village of Lytton
Box 100
380 Main Street
Lytton BC V0K 1Z0

Attention: Mark Brennan, Chief Administrative Officer

Dear Mr. Brennan:

Subject: Building Inspection Services Municipal Contract

As you may be aware, the current contract to provide building inspection services by the TNRD to your municipality has been in place since 2011. While the contract contained provisions to auto-renew over a period of five years, it also contained a provision to ultimately expire at the end of the five year term. The term concludes at the end of 2014.

We have prepared a new contract document containing the same provisions as the current with the exception of a service cost reduction from \$3593 to \$2500 per year based on a reduction in office visits. This contract contains the same five year term including one automatic renewal with options for either party to review and/or terminate the agreement on an annual basis. In order to reduce paperwork, we are amenable to extending the five year term with an additional auto-renewal should this be something you wish to consider.

Due to the recent building bylaw updates, or soon to be made updates within your municipality, which incorporated increased permit fees, we have not proposed any additional service costs in the contract.

We request that you please review the terms and if favourable, have the appropriate signatures completed and returned to our office at your earliest convenience.

Any further enquiries may be directed to the undersigned or Ron Popoff, Manager of Building Inspection Services at 1-877-377-8673.

Yours truly,

Regina Sadilkova
Director of Development Services

RS/ld

MUNICIPALITIES: Ashcroft, Barriere,
Cache Creek, Chase, Clearwater,
Clinton, Kamloops, Logan Lake,
Lytton, Merritt, Sun Peaks
ELECTORAL AREAS: "A" "B" "E" "I" "J"
"L" "M" "N" "O" "P"



Building Inspection Service Agreement

2015-20

THIS AGREEMENT made this _____ day of _____, 2014.

BETWEEN:

The **THOMPSON-NICOLA REGIONAL DISTRICT**,
a Regional District pursuant to the provisions of
the *Local Government Act* of British Columbia, having its
office at #300 – 465 Victoria Street, City of Kamloops
Province of British Columbia,

(hereinafter called the “TNRD”)

OF THE FIRST PART

AND:

The **VILLAGE OF LYTTON**,
a duly incorporated municipality pursuant to the provisions
of the *Local Government Act* and the *Community Charter* of
British Columbia, having its office at 455 Fraser Street, Lytton, Province
of British Columbia.

(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the TNRD is empowered by *the Local Government Act* to provide building inspection services, by contract, to any municipality;

AND WHEREAS the Municipality has requested to contract with the TNRD to issue building and plumbing permits and conduct building and plumbing inspections;

NOW THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained, the parties mutually covenant and agree as follows:

1. PURPOSE

- 1.1 The TNRD agrees to provide building and plumbing inspection services to the Municipality extending over all lands under the jurisdiction of the Municipality in accordance with the applicable building bylaw of the Municipality.
- 1.2 The TNRD shall receive all building and plumbing permit applications and may issue permits as required by the applicable building bylaw and shall collect and retain all permit fees.

Building Inspection Services Agreement – 2015-20

2. TERM

- 2.1 This agreement shall commence on the **1st day of January, 2015** and will continue for a term expiring on the **31st day of December, 2017**. Unless either party gives notice of termination, this contract shall be renewed for an additional one (3) year term.
- 2.2 Either party may terminate this agreement by giving to the other party a written notice of termination, prior to the 31st day of August, in which event this agreement shall wholly cease and terminate on the 31st day of December following the date of the notice of termination.

3. FINANCIAL ISSUES

- 3.1 The TNRD will provide building and plumbing inspection services to the Municipality twice per week for a total of 12 times per year.
- 3.2 The amount to be paid by the Municipality to the TNRD for services rendered under the provisions of this agreement shall be **\$2,500** per year (50% reduction to recognize municipal staff and office contribution). This annual fee shall be paid in addition to the permit fees collected by the TNRD in accordance with Section 1.2, and shall continue for the remaining term of this agreement unless notice is given by either party that they wish to renegotiate the amount as a result of changing costs. If the parties fail to reach agreement on the annual fee, this agreement may be terminated by either party.
- 3.3 The Municipality agrees to pay the applicable annual fee to the TNRD for such services on or before the 5th day of August each year.

4 SUNDRY

- 4.1 The TNRD shall indemnify and save harmless the Municipality, its officials, employees and agents, from and against any losses, claims, damages, actions, causes of action, costs and expenses that the Municipality may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any negligent act or omission of the TNRD or of any agent, employee, officer, or director of the TNRD in relation to the provision of Services under this Agreement, excepting always liability arising out of the independent negligent acts of the Municipality.
- 4.2 The Municipality shall indemnify and save harmless the TNRD, its officials, employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the TNRD may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any negligent act or omission of the Municipality or of any agent, employee, officer, elected official or committee

Building Inspection Services Agreement – 2015-20

member of the Municipality in relation to the provision of services under this Agreement, including the provision of erroneous advice or failure to provide advice on municipal building inspection matters to the TNRD or others or any bylaw enforcement proceeding taken by the Municipality, including any failure to enforce any building bylaw, but excepting always liability arising out of the independent negligent acts of the TNRD.

- 4.3 The TNRD shall not be responsible for determining compliance with municipal bylaws other than the applicable building bylaws(s).
- 4.4 The Municipality shall be responsible for maintaining general liability insurance covering the services to be performed under this contract with a firm satisfactory to the TNRD.
- 4.5 The Municipality and TNRD shall seek to accommodate all reasonable requests with regard to improving the service provided hereunder.
- 4.6 The Municipality hereby agrees to provide Municipal office space and the necessary Municipal office staff required to accommodate and support TNRD Building Inspector(s) in the performance of their duties for both Municipal and Electoral Area residents.
- 4.7 The TNRD shall not be required to provide services pursuant to this agreement if prevented or unable due to strikes, lockouts, or other labour disputes.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day first written above.

THOMPSON-NICOLA REGIONAL)
DISTRICT by its authorized signatures)
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)
)
_____)
Chair)
)
)
)
_____)
Corporate Officer)

Building Inspection Services Agreement – 2015-20

THE VILLAGE OF LYTTON)
by its authorized signatures)
)
)
)
_____)
Mayor)
)
)
_____)
Corporate Officer)