

The Agreement made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024

Between

The Corporation of the Municipality of South Huron  
(hereinafter referred to as "South Huron")

Of the First Part

-and-

The Corporation of the Township of Perth South  
(hereinafter referred to as "Perth South")

Of the Second Part

**Whereas** the *Building Code Act*, 1992 (the "Act") and the regulations relating thereto require that Building Officials acquire substantial training and be qualified in their prescribed duties for the purposes of subsections 15.11(1), (2) and (3) of the Act.; and

**Whereas** the *Building Code Act* Section 3.(1) and (2) requires the Council of each Municipality to be responsible for providing enforcement of the Act through appointment of a Chief Building Official and such inspectors as necessary for the enforcement of the Act in the areas in which the Municipality has jurisdiction; and

**Whereas** Perth South and South Huron (collectively the Municipalities) wish to enter into an Agreement, the purpose of which is to ensure that each respective municipality has available to it sufficient Building Officials at all times, to provide for enforcement of the Act; and

**Whereas** this agreement is not intended to provide for the "joint enforcement" of the Act, by the Municipalities and/or to create a single Building Department; and

**Whereas** each Municipality remains obliged to enforce the Act within its municipal boundaries;

**Now therefore see that** in consideration of the terms, covenants and provisions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **Definitions**

1. In this agreement the follow terms shall have the meanings ascribed thereto:

- a. "Building Official" includes a Chief Building Official, a Deputy Chief Building Official and/or a Building Inspector.
- b. "Full Day" shall mean 8:30 a.m. through 4:30 p.m.
- c. "Half Day, Morning" shall mean 8:30 a.m. through 12:30 p.m.
- d. "Half Day, Afternoon" shall mean 12:30 p.m. through 4:30 p.m.
- e. "Providing Municipality" shall mean the Municipality providing Services.
- f. "Requesting Municipality" shall mean the Municipality requesting Services.
- g. "Services" shall mean the services of a Building Official.

### **Term**

2. The term of this Agreement (the "Term") shall begin September 1, 2024 (the "Commencement Date") and shall continue to remain in effect for a five (5) year term ending on July 31, 2029, unless either party terminates this Agreement in accordance with section 11.

### **Consent to Dual Appointment**

3. The Municipalities agree that each respective municipality shall be entitled to appoint Building Officials employed by the other municipality as a "part time building inspector" of the Requesting Municipality. The Municipalities further agree not to request Services of any Building Official of the Providing Municipality who has not been appointed by the Requesting Municipality.

### **Effect**

4. When undertaking Services for a Requesting Municipality, the Building Official undertakes the roles of the Building Official as set out subsections 1.1 (6) and (7), of the *Building Code Act, 1992* as applicable and as an appointed Building Official of the Requesting Municipality.

### **Procedure for Requests for Services**

5. When making a request for Services, the Requesting Municipality shall, in writing to the Providing Municipality, set out:
  - a. the number/identity of Building Officials required;
  - b. any specific qualifications that may be required;
  - c. the specific dates upon which the Services are required including specification as to whether Services are required for Full Days or Half Days.

Such written notice shall be provided in the sample format as attached in Schedule 'B' and shall be submitted at the earliest possible date.

### **Acknowledgement of Requests for Services**

6. Upon the receipt of written Request for Services pursuant to Section 4 herein, the Providing Municipality, shall as soon as possible and no later than ten (10) business days after receipt of the said Request, advise the other party of its acceptance or rejection of the Requested Services. For clarity, the parties hereby acknowledge and agree that each party may be unable to provide Services at any given time. Unless otherwise agreed to by the parties in the Request for Services, neither Municipality will be required to provide Services to the Requesting Municipality (of any specific Building Official) for more than two (2) business days in any one week.

### **Fees for Services**

7. The fees payable for Services shall be as set out in Schedule A. No prorating of fees shall apply.
8. For any given project, a minimum of one-half days' worth of Fees shall be rendered. On each January 1<sup>st</sup> of this Agreement, the fees payable under this section shall be subject to a two percent (2%) increase as shown in Schedule A. Any such increase in the Fees shall be implemented on the effective date starting January 1<sup>st</sup> whether or not Perth South or South Huron has held a public meeting for the purpose of raising the Fees for any building permit or approval fee payable by the Public. The parties acknowledge that a mandatory public meeting must be held by any Ontario Municipality before raising building permit or approval fees under Section 7(6) of the *Building Code Act*, S.O. 1992.

### **Payment**

9. In addition to the Fees, mileage shall be charged by the party providing the Services requested in Section 3. Mileage shall be charged by the party providing the Service at the mileage rate set by their respective County. Mileage shall include travel from the primary residence of the Building Official(s) (engaged to provide the Services) or from the Providing Municipality's Main municipal office, whichever is less, to the main municipal office of the Requesting Municipality.

If the Requesting Municipality is unable to provide a vehicle, the Requesting Municipality shall pay such additional mileage charges for travel within the Requesting Municipality.

### **Responsibility**

10. The Municipalities acknowledge and agree that the Providing Municipality is not responsible at law for the conduct of any Building Official that provides Services to the Requesting Municipality.

### **Confirmation of Insurance Coverage**

11. Each respective Municipality represents and warrants that while a Building Official undertakes Services for the Requesting Municipality, such Building Official is subject to and covered by the Requesting Municipality's comprehensive policy(ies) of insurance.
12. The Providing Municipality shall defend, indemnify and save harmless the Requesting Municipality, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Supplier, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Providing Municipality in accordance with this Contract and shall survive this Contract.

The Providing Municipality agrees to defend, indemnify and save harmless the Requesting Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Providing Municipality's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Providing Municipality in accordance with this Contract and shall survive this Contract.

13. Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide the Services pursuant to this agreement in an amount not less than the full replacement cost.
14. General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each party to the agreement as an additional insured with respect to the Services as per the agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.
15. Non-owned Automobile coverage with a limit of not less than \$2,000,000 and shall include contractual non-owned coverage.
16. Automobile Liability Policy covering third party property damage and bodily injury liability and all statutory coverages as may be required by Applicable Laws arising out of any licensed vehicle operated in connection with the Agreement with limits not less than \$5,000,000. The policy shall further provide All Perils Loss or Damage coverage with respect to any vehicles used to provide the services pursuant to this agreement.

All policies of insurance shall:

- a) Be underwritten by an insurer licensed to conduct business in the Province of Ontario
  - b) Include a provision for 30-day notice of cancellation except for Automobile which shall provide 15-day notice of cancellation.
17. The Providing Municipality shall take out and keep in force Errors and Omissions insurance in the amount of \$2,000,000 providing coverage for acts, errors and omissions arising from the building services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Ontario and acceptable to the Requesting Municipality. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal is to be provided each and every year. If the policy is to be cancelled or non-renewed for any reason, 90-day notice of said cancellation or non-renewal must be provided to the Requesting Municipality.

18. The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.
19. The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days prior to contract commencement.

#### **Relationship of the Parties**

20. Neither Municipality shall be liable for the enforcement of the Act within the boundaries of the other Municipality.

#### **Termination**

21. Either party may terminate this agreement on 90 days notice in writing. In the event of termination there shall be a reconciliation of all amounts due and owing to each Municipality.

#### **Notice**

22. Any notice to be given pursuant to this Agreement shall be in writing and signed by the person giving such notice. Any notice, offer, payment, certificate or other communication required or desired to be given in connection with this Agreement may be delivered personally or may be sent by pre-paid registered post, e-mail or facsimile transmission addressed to:

If to South Huron, at:

The Corporation of the Municipality of South Huron  
322 Main St.  
Exeter, ON NOM 1S6  
P.O. Box 759  
Attention: Clerk  
E-Mail: [clerk@southhuron.ca](mailto:clerk@southhuron.ca)  
519-235-0310 ext. 224

If to Perth South, at:

The Corporation of the Township of Perth South  
3191 Road 122  
St. Pauls, ON N0K 1V0  
Attention: Clerk  
E-Mail: [lscott@perthsouth.ca](mailto:lscott@perthsouth.ca)  
519-271-0619 ext. 224

And, any notice so delivered personally, by facsimile or by e-mail shall be deemed to have been received at the time of delivery, and any notice so mailed shall be deemed to have been effectively given and received on the fourth business day following and exclusive of the postmarked date thereof. Any party hereto may change his or its address for the purpose of this paragraph by giving notice of such change of address to the other parties hereto in the manner provided in this section.

**Further Assurances Through By-Laws**

23. The parties hereto agree that they will do all acts and things and execute and deliver such further and other papers and documents and enact such Municipal By-Laws as may be necessary and desirable or reasonably required by a party hereto to carry out the intent and purpose of and give full effect to the Agreement and every part thereof.

In Witness Whereof the parties hereto have duly executed this Agreement in the Province of Ontario and agree to be bound thereby as of the day, month and year first written above

Signed, Sealed

And Delivered

The Corporation of the  
Municipality of South Huron

The Corporation of the  
Township of Perth South

\_\_\_\_\_  
George Finch, Mayor

\_\_\_\_\_  
Jim Aitcheson, Mayor

\_\_\_\_\_  
Alex Wolfe, Clerk

\_\_\_\_\_  
Lizet Scott, Clerk

We have the authority to bind  
the Corporation

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the Corporation

Schedule A: Fees for Services

	<b>Chief Building Official</b>		<b>Deputy CBO/Building Inspector</b>	
	<b>Full Day</b>	<b>Half Day</b>	<b>Full Day</b>	<b>Half Day</b>
2024	\$547.52	\$273.76	\$479.08	\$239.54
2025	\$558.47	\$279.23	\$488.66	\$244.33
2026	\$569.64	\$284.82	\$498.44	\$249.22
2027	\$581.03	\$290.52	\$508.41	\$254.20
2028	\$592.65	\$296.33	\$518.57	\$259.29
2029	\$604.50	\$302.26	\$528.94	\$264.48

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Schedule B: Form of Request

Providing Municipality  
Address

Attention: Chief Building Official

Dear CBO,

**Request For Services**

The Requesting Municipality kindly requests Services as follows:

Building Inspector 1: Insert Name or Position (CBO, DCBO, BI)

Requested date(s): \_\_\_\_\_

The requested coverage will be required on a Full Day(s)  Half Day(s)

Yours truly,

Chief Building Official  
Requesting Municipality