

AGREEMENT FOR THE PROVISION OF BUILDING SERVICES

This Agreement is made effective on the 1st day of January, 2025.

B E T W E E N:

THE CORPORATION OF THE COUNTY OF DUFFERIN
(“Dufferin County”)

- and -

THE CORPORATION OF THE TOWNSHIP OF AMARANTH
(“Amaranth”)

WHEREAS Amaranth and Dufferin County are desirous of entering into a relationship whereby Amaranth will utilize the services of certain Dufferin County employees;

AND WHEREAS subsection 3(5) the *Building Code Act, 1992*, S.O. 1992, c. 23, provides that the council of an upper-tier municipality and of one or more municipalities in the upper-tier municipality may enter into an agreement for the enforcement by the upper-tier municipality of the *Building Code Act, 1992* in the municipalities and for charging the municipalities the whole or part of the cost;

AND WHEREAS in addition, subsection 20(1) of the *Municipal Act, 2001*, S.O. 2001 c. 25, provides that a municipality may enter into an agreement with one or more municipalities or local bodies, as defined in section 19 of the *Municipal Act, 2001*, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries;

AND WHEREAS Amaranth is a municipality within the upper-tier municipality of Dufferin County;

AND WHEREAS the parties to this Agreement wish to enter into this Agreement for the sharing of the costs of the enforcement of the *Building Code Act, 1992*;

AND WHEREAS a breakdown of costs for services rendered will be allocated proportionately to those receiving services from Dufferin County, which may be revised from time-to-time;

AND WHEREAS Amaranth and Dufferin County wish to clarify certain obligations and rights in respect of relationship between the municipalities;

THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and undertakings contained herein and the provision of other good and valuable consideration by each Party to the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby mutually covenant and agree as follows:

1. Recitals

1.1 The above recitals are true and herby incorporated into this Agreement by reference.

2. General

2.1 Amaranth hereby agrees to retain the services of employees of Dufferin County, subject to the terms in this agreement, who shall perform such duties and exercise such responsibilities as are assigned by Amaranth and agreed to by Dufferin County in writing from time to time as it relates to Building Services (as defined in Section 2.5), including the services of a chief building official, building inspectors and plans review personnel (“**Building Officials**”).

2.2 In carrying out the agreed upon duties and responsibilities, employees of Dufferin County shall comply with all applicable law federal, provincial and municipal including but not limited to all by-laws, policies, procedures, rules and regulations in force from time to time and that are applicable to the Building Services being provided by Dufferin County in this Agreement.

2.3 Dufferin County shall carry out the Building Services agreed upon by the Parties in a diligent, faithful and honest manner.

2.4 Neither Amaranth nor Dufferin County nor any of their respective employees or representatives are employees of the other party and neither Dufferin County nor Amaranth shall represent to the contrary to any entity or individual. Neither party shall be liable for any obligations incurred by the other party other than specified herein and as agreed to in writing by the parties, it being specifically understood that the respective activities of each of the parties shall be operated separately. This Agreement is not intended to create and shall not be deemed to have created the relationship of partners or joint venturers or any other relationship between the parties hereto.

2.5 Dufferin County shall appoint, by by-law, a chief building official and building inspectors pursuant to subsections 3(5) and (6) of the *Building Code Act, 1992* and retain or engage plans review personnel that will be performing all building plans review, inspection and enforcement services under the *Building Code Act, 1992* (collectively, the “**Building Services**”) under the provisions of this Agreement.

3. Duration of Agreement

3.1 This Agreement shall be for a term of five (5) years and shall begin on January 1, 2025 (the “**Commencement Date**”) and shall continue to remain in effect ending on December 31, 2029 (the “**Initial Term**”) and shall be automatically renewed for a subsequent three (3) year term (the “**Renewal Term**”) unless either party terminates this Agreement by

providing the other party with written notification of the termination ninety (90) days prior to the effective date of termination set out above for the Initial Term and Renewal Term.

- 3.2 This Agreement and the Building Services provided by Dufferin County may be terminated by Amaranth in its sole and absolute discretion any time, upon providing Dufferin County a minimum of one year's written notice of the termination (the "**Termination Notice**").
- 3.3 In the event Amaranth exercises its option to terminate this Agreement and the Building Services provided by Dufferin County under the terms of this Agreement pursuant to Section 3.2 above, Amaranth shall pay a total of six (6) months fees based on an average of the costs of the Building Services provided in the one-year period prior to the termination. Such payment shall be made by Amaranth within a period of fifteen (15) days upon providing the Termination Notice to Dufferin County as set out in this Section 3.3.
- 3.4 In the event Dufferin County exercises its option to terminate this Agreement and the Building Services provided to Amaranth under the terms of this Agreement pursuant to Section 3.2 above, the obligations and services provided by Dufferin County shall cease three (3) months following the date set out in the Termination Notice with no further obligation or responsibility to Amaranth upon which date the terms and conditions of this Agreement shall become null and void.

4. Fees Payable

- 4.1 As full remuneration for all Building Services provided by Dufferin County to Amaranth under the terms and conditions of this Agreement, Amaranth shall pay to Dufferin County a fee of **\$XX.XX** per hour per Dufferin County employee (2025 rate) whose services are being utilized which fee shall include a cost of living and benefit increase each year (based on Dufferin County's wage increases, if any), and such amounts shall be incorporated immediately upon the wage increase coming into effect for Dufferin County. The parties agree that this remuneration shall be reviewed every two years beginning in December 2026 with any modifications to the remuneration to be subject to compliance with all terms and conditions of this Agreement.
- 4.2 Dufferin County shall be reimbursed by Amaranth for all incurred costs associated with the provision of the Building Services including but not limited to travel and other expenses actually and properly incurred by Dufferin County employees in connection with and directly related to services provided in this Agreement. Any mileage shall be paid at a rate commensurate with the mileage policies of Dufferin County in effect at that time the travel expenses were actually incurred.
- 4.3 The parties agree that Amaranth will not be responsible for any statutory benefits including but not limited to vacation pay, OMERs contributions, Canada Pension Plan or any other source deductions required to be paid by Dufferin County and/or its employees in the performance of Building Services under the terms of this Agreement. For clarification purposes, at all times the Building Officials providing services to Amaranth as set out in Section 2.4 shall be employees of Dufferin County and at no time will be considered or treated as employees of Amaranth.

5. Duties re Building Services

- 5.1 The parties agree that the Building Officials shall provide Building Services to Amaranth and their duties shall include but not limited to plans review, processing and issuance of building permits and building inspections and as agreed to by the parties in writing and the Building Officials shall at all times perform these services in a timely fashion and in accordance with all applicable law.
- 5.2 In addition to Section 5.1 above, the Building Officials are providing services to Amaranth in order to respond to any and all enforcement related matters solely related for the purposes of reviewing non-compliance of permit, planning applications and property in accordance with applicable law including but not limited to the *Building Code Act, 1992*.
- 5.3 Dufferin County agrees that as part of the Building Services performed under Sections 5.1 and 5.2 above, Dufferin County agrees to provide reports and updates to Amaranth Council on building permit activity and to attend before Council from time-to-time as deemed necessary and as requested by Amaranth.

6. Office Space

- 6.1 Amaranth shall provide office space for the Building Officials at no cost to Dufferin County that will be available for the use of Building Officials to provide the services set out in this Agreement.

7. System Requirements

- 7.1 Amaranth acknowledges and agrees that it shall use and rely on the same software platform as Dufferin County in the administration and processing of permits and applications as may be amended and or changed from time to time.
- 7.2 Amaranth acknowledges and agrees that it shall be responsible for training its staff to utilize the software platform identified by Dufferin County in Section 6.1 above for the purposes of application intake, records management and financial processing.

8. Indemnity

- 8.1 Amaranth hereby agrees to indemnify and save harmless Dufferin County from any and all losses, costs, expenses, liabilities and other claims incurred by Dufferin County arising out of, or connected with, or in any way associated with, the performance or non-performance of Dufferin County's obligations under this Agreement provided that Dufferin County's actions are in compliance with the terms and conditions of this Agreement.
- 8.2 All liability insurance, except for WSIB Coverage, required under this Agreement must include an additional insured endorsement specifying Dufferin County, its officers, employees and agents as additional insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Dufferin County's activities to be performed under this Agreement.

9. WSIB Coverage

9.1 Dufferin County shall at all times ensure that the Building Officials providing services under the terms of this Agreement are provided Workplace Safety and Insurance Board coverage.

10. Severability

10.1 The parties agree that each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect:

- (a) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; or
- (b) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

11. Governing Law

11.1 This agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada.

12. Further Assurances

12.1 The Parties hereto at all times warrant that they shall do, execute, acknowledge, deliver and/or cause to be done such other acts, agreements and other documents as may be reasonably required or desirable to give effect to the terms of this Agreement.

13. Amendment and Waiver

13.1 No amendment, discharge, modification, restatement, supplement, termination or waiver of this Agreement or any section of this Agreement is binding unless it is in writing and executed by the parties to be bound. No waiver of, failure to exercise, or delay in exercising, any section of this Agreement constitutes a waiver of any other section (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

14. Enurement

14.1 This Agreement enures to the benefit of and is binding upon the parties.

15. Assignment

15.1 Neither this Agreement nor any right or obligation under this Agreement may be assigned by any party without the prior written consent of the other Parties.

16. Covenants

- 16.1 All obligations contained in this Agreement, even if not expressed to be covenants, shall be deemed to be covenants.

17. Entire Agreement

- 17.1 This Agreement constitutes the entire agreement between the parties pertaining to the Building Services and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. The parties acknowledge that there are no representations, warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement and that no party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement. Except as amended herein, the terms of this Agreement shall remain in full force and effect.

18. General Provisions

- 18.1 The parties agree that:
- (a) words importing the singular only shall include the plural;
 - (b) words importing the masculine only shall include the female;
 - (c) words importing a person shall include a corporation;
 - (d) the part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (e) all references to any statute, regulation or by-law or any provision thereof includes such statute, regulation or by-law or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute, regulation or by-law thereto; and
 - (f) whenever a statement or provision in this Agreement is followed by words denoting inclusion or example and then a list of or reference to specific items, such list or reference shall not be read so as to limit the generality of that statement or provision, even if words such as “**without limiting the generality of the foregoing**” do not precede such list or reference.

19. Counterparts and Electronic Signature

- 19.1 This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which will be an original, and those counterparts will together constitute one and the same instrument. Counterparts may be executed either in original or electronic PDF

and the parties hereto shall adopt any signatures received by email as original signatures of the parties.

20. Communications

20.1 Any communication under this Agreement by either party shall be in writing and may be delivered:

- (a) personally or by courier;
- (b) by prepaid registered mail; or
- (c) by electronic mail or equivalent electronic means of transmission, if a hard copy of the communication is delivered by one of the three methods of delivery referred to above.

to the persons and addresses as follows:

to Dufferin County at:

Becky MacNaughtan, Chief Building Official
30 Centre Street,
Orangeville, ON, L9W 2X1
bmacnaughtan@dufferincounty.ca

to Amaranth at:



or to any other address as any of the parties may at any time advise the other by communication given or made in accordance with this Section.

20.2 Any communication delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a business day then the communication will be deemed to have been given or made and received on the next business day. Any communication transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the communication is transmitted on a day which is not a business day or after 4 p.m. (local time of the recipient), the communication will be deemed to have been given or made and received on the next business day.

[Signature page to follow]

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.

**THE CORPORATION OF THE COUNTY
OF DUFFERIN**

As authorized by By-law No. _____

Per: _____
Name:
Title:

Per: _____
Name:
Title:

**THE CORPORATION OF THE TOWNSHIP
OF AMARANTH**

As authorized by By-law No. _____

Per: _____
Name:
Title:

Per: _____
Name:
Title: