

This MUTUAL ASSISTANCE AGREEMENT FOR BUILDING CODE ENFORCEMENT, made effective the 1st day of January, 2023.

BETWEEN:

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

and

THE CORPORATION OF THE TOWNSHIP OF CAVAN MONAGHAN

Hereinafter referred to as the “parties” to the agreement.

WHEREAS section 3 of the Building Code Act, S.O. 1992 c. 23, (the “Act”) provides that the councils of two or more municipalities may enter into an agreement providing for the joint enforcement of the Act within their respective municipalities;

AND WHEREAS the Act provides that the council of each municipality shall appoint a chief building official and such inspectors as are necessary enforcing the Act;

AND WHEREAS Kawartha Lakes and Cavan Monaghan have each appointed a chief building official for their respective municipality;

AND WHEREAS the Act provides that a chief building official, amongst other responsibilities, is required to oversee enforcement of the Act;

AND WHEREAS the parties agree to provide mutual assistance to each other during times of high development volumes and/or staffing vacancies;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, it is mutually agreed between the parties hereto, as follows:

1. In this agreement, unless the context otherwise requires:
 - a) “Assisted Municipality” means the municipality receiving assistance from a party to this Agreement, pursuant to this Agreement;
 - b) “Assisting Municipality” means the municipality providing assistance to a party to this Agreement, pursuant to this Agreement;
 - c) “Building Official” means a person appointed as a Building Official / Inspector pursuant to the Act, for the purpose of enforcing the Act and the regulations made thereunder;
2. The parties agree to each supply building inspectors to and upon the request of the other party, at the discretion of the Chief Building Official of the Assisting Municipality, for the purposes of providing building plans review services and/or building inspection services pursuant to the Ontario Building Code (hereinafter the “Services”), for buildings to be constructed within the municipal boundaries of the Assisted Municipality.

- a) The Assisted Municipality will have the right to pass appointment by-laws in regards to same, after receiving written consent from the Assisting Municipality.
 - b) The Assisted Municipality will bear the legal responsibility to third parties relating to alleged errors, omissions, or negligence in the course of business conducted pursuant to this Agreement, as well as fraud, theft, or any other tort.
3. (a) In consideration of the Assisting Municipality providing the Services, the Assisted Municipality hereby agrees to pay the Assisting Municipality for the Services performed in accordance with the rates as set out in Schedule A attached hereto and forming part of this Agreement.
- (b) the Assisting Municipality will invoice the Assisted Municipality on quarter yearly basis for those Services provided during the immediately preceding three (3) months and the Assisted Municipality hereby agrees to provide payment for said Services within thirty (30) days of receipt of such invoice.
4. (a) This Agreement shall remain in full force and effect from and including January 1st, 2023 to and including December 31st, 2023. Thereafter this Agreement may be extended on a yearly basis upon written consent of both parties, provided either party gives notice to extend to the other party within thirty (30) days prior to December 31st, 2023.
- (b) This Agreement may be terminated at any time prior to December 31st, 2023, by either party provided that not less than thirty (30) days written notice prior to the desired termination date is given to the other party.
5. The decision to supply the Services at any time during the Term of this Agreement is in the sole discretion of the Assisting Municipality's Chief Building Official.
6. The Assisting Municipality will notify the Assisted Municipality of any approved vacation or any known or anticipated leave of absence to occur during the Term, so that the Assisted Municipality may schedule its work accordingly.
7. The Assisting Municipality's Chief Building Official shall have full authority and control over any and all activities in which the Assisting Municipality's employees may be engaged in for the Assisted Municipality.
8. The parties acknowledge that the inspector will be carrying out activities for the Assisting Municipality and Assisted Municipality simultaneously. The parties agree that, during the term of this Agreement, the inspector shall receive the same vacation, statutory holidays, and other entitlements as they would otherwise be entitled to as an employee of the Assisting Municipality. Nothing in this agreement changes the employment relationship between the inspector and their employer, the Assisting Municipality, nor does this Agreement constitute an employment relationship between the Assisted Municipality and the inspector. The Assisting Municipality remains solely responsible for any obligations under all applicable labour and employment legislation.
9. Notwithstanding that the Assisting Municipality has undertaken to provide the Services to the Assisted Municipality, the parties hereto agree that the Assisted Municipality shall be solely responsible for the processing and issuance of permits pursuant to the Act, for those construction works to be carried out within

the Assisted Municipality and for which the Assisting Municipality has provided the Services.

10. The Assisting Municipality will only collect and use the personal information (as that term is described in the Municipal Freedom of Information and Protection of Privacy Act.
11. The data belonging to the Assisted Municipality will not be stored on local devices of the Assisting Municipality. Physical data belonging to the Assisted Municipality will not be left unsecured while in the possession of the inspector.
12. The data belonging to the Assisted Municipality will not become the data of the Assisting Municipality. Upon completion of the plans review or inspection service, copies of all information will be returned to the Assisted Municipality.
13. In the event that any covenant, provision or term of this Agreement should at any time be held by any competent tribunal to void or unenforceable, then the Agreement shall not fail but the covenant, provision or term shall be deemed to be severed from the remainder of this Agreement and this Agreement shall remain in full force and effect mutatis mutandis.
14. Any notice, demand, acceptance or request required to be given hereunder in writing, shall be deemed to be given if personally delivered or mailed by registered mail, postage prepaid (any time other than during a general discontinuance of postal services due to a strike, lockout or otherwise), or delivered by electronic or facsimile transmission, and addressed as follows:

The Corporation of the City of Kawartha Lakes
P.O. Box 9000, 26 Francis Street
Lindsay, Ontario, K9V 5R8
Attention: Chief Building Official
Facsimile: 705-324-5514
Email: smurchison@kawarthalakes.ca

or such change of address as Kawartha Lakes has by written notification forwarded to Cavan Monaghan; and to Cavan Monaghan as follows:

The Corporation of the Township of Cavan Monaghan
988 County Road 10
Millbrook, Ontario, L0A 1G0
Attention: Chief Building Official
Facsimile: 705-932-3458
Email: kphillips@cavanmonaghan.net

or such other change of address as Cavan Monaghan has by written notification forwarded to Kawartha Lakes.

Any notices shall be deemed to have been given to and received by the party to which it is addressed:

(a) if delivered by personal delivery or electronic or facsimile transmission, on the date of delivery if delivered before 4:30 pm on a business day; or

(b) if mailed, then on the fifth (5th) day after the mailing thereof.

15. This Agreement shall be interpreted pursuant to and is governed by the laws of

the Province of Ontario.

16. This Agreement may be changed or altered only by written amendment thereto, duly executed by the authorized representatives of both parties.

IN WITNESS WHEREOF each of the parties hereto have affixed their corporate seals by the hands of its proper officers.

**THE CORPORATION OF THE CITY OF
KAWARTHA LAKES**

Mayor, Doug Elmslie

Municipal Clerk, Cathie Ritchie

**THE CORPORATION OF THE TOWNSHIP
OF CAVAN MONAGHAN**

Mayor, Matthew Graham

Municipal Clerk, Cindy Page

SCHEDULE "A"

to the Agreement dated January 1, 2023 made between The Corporation of the City of Kawartha Lakes and The Corporation of the Township of Cavan Monaghan

For each inspector performing building plans review services for the Assisted Municipality, the Assisted Municipality will pay the Assisting Municipality:

- \$550.00 per set of plans for a full dwelling build
- \$350.00 per set of plans for additions relating to residential dwellings
- \$200.00 per set of plans for minor accessory structures relating to residential dwellings
- For all other permit types, the municipalities will determine a mutually agreed upon rate per set of plans prior to the work commencing

For each inspector performing building inspection services for the Assisted Municipality, the Assisted Municipality will pay the Assisting Municipality \$75.00 per hour for such Services.