



Staff Report

Report No.: BLD-16-2018

Meeting Date: November 28, 2018

Submitted by: Arnie Marsman, Director of Building Services / Chief Building Official

Subject: Renewal of Service Agreement with Township of Lucan Biddulph

Recommendation:

THAT council approve the renewal of the Agreement for the Provision of Services for Building Inspection and By-law Enforcement services with the Township of Lucan Biddulph for a three year period.

Purpose:

To advise council that the building inspection/by-law enforcement service agreement with Lucan Biddulph will expire at the end of 2018, and provide recommendations pertaining to renewal of this agreement

Background:

Since 2002, Middlesex Centre has been assisting Lucan Biddulph (through written agreement) in enforcement of provisions under the Building Code Act and Ontario Building Code. This assistance began with review and inspection of private sewage systems, and has since branched into all aspects of the Code. Since 2006 (year in which Lucan Biddulph experienced the departure of their Chief Building Official), Middlesex Centre staff has taken on all Building Code responsibilities, including those of the Chief Building Official. In 2012, this agreement was revised to include by-law enforcement services.

Financial Implications: Revenue of approximately \$60,000 per year

Strategic Plan:

Operational Excellence

Financial

Partnerships

AGREEMENT FOR THE PROVISION OF SERVICES

This Agreement is made effective on the 17th day of December, 2018.

BETWEEN:

The Corporation of the Township of Lucan Biddulph
a corporation incorporated pursuant to the laws of Province of Ontario,

(hereinafter referred to as the “**Lucan Biddulph**”)

OF THE FIRST PART

-- and --

Municipality of Middlesex Centre

(hereinafter referred to as “**Middlesex Centre**”),

OF THE SECOND PART

WHEREAS Lucan Biddulph and Middlesex Centre are desirous of entering into a relationship whereby Lucan Biddulph will retain the services of certain Middlesex Centre employees;

AND WHEREAS Lucan Biddulph and Middlesex Centre wish to clarify certain obligations and rights in respect of relationship between the municipalities;

IN CONSIDERATION of the above, and in further consideration of the mutual promises and covenants set forth, this Agreement witnesses that the parties agree as follows:

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this agreement, the parties agree as follows:

1. General

- 1.1 Lucan Biddulph hereby agrees to retain the services of employees of Middlesex Centre, subject to the terms in this agreement, who shall perform such duties and exercise such responsibilities as are assigned from time to time. In carrying out these duties and responsibilities, employees of Middlesex Centre shall comply with all policies, procedures, rules and regulations, both written and oral, as are announced by Lucan Biddulph from time to time and that are applicable to the services being provided by Middlesex Centre in this agreement and carry out said duties and responsibilities in a diligent, faithful and honest manner.
- 1.2 The Middlesex Centre employees that are retained by Lucan Biddulph will remain and continue to be employees of Middlesex Centre. This agreement shall not be deemed to create an employment relationship of any kind as between the Middlesex Centre employees and Lucan Biddulph.
- 1.3 Lucan Biddulph agrees to appoint, by by-law, those individuals from Middlesex Centre that will be performing plan review and inspections services.

2. Duration of Agreement

- 2.1 This Agreement may be terminated by either Lucan Biddulph or Middlesex Centre at any time, upon a minimum of 90 days notice, with or without cause, and without compensation therefore.

3. Monetary

- 3.1 As full remuneration for all services provided for herein, Lucan Biddulph shall pay to Middlesex Centre a fee of \$67.69 per hour per employee (2018 rate to be revised for 2019), with a cost of living and benefit increase each year (based on Middlesex Centre’s wage increases, if any), payable within thirty (30) days of receipt of invoice. This remuneration shall be reviewed every three years beginning in December 2021 with any modifications to the remuneration to be subject to compliance with Section 7 of this Agreement.
- 3.2 Middlesex Centre shall be reimbursed by Lucan Biddulph for all travel and other expenses actually and properly incurred by Middlesex Centre employees in connection with services provided hereunder. Mileage shall be paid at a rate commensurate with the mileage policies of Middlesex Centre.

- 3.3 Lucan Biddulph will pay no benefits or vacation pay to Middlesex Centre or its employees under this contract, as the employees retained hereunder will continue to be employees of Middlesex Centre and will not be considered employees of Lucan Biddulph.

4. Duties

- 4.1 Primarily, the Middlesex Centre employees being retained by Lucan Biddulph to act as Chief Building Official and shall be responsible for plan review, issuance of building permits and building inspection in a timely fashion and in accordance with the current legislation, as well as being available for up to four (4) hours each week in the Lucan Biddulph office, on a day which is satisfactory to both parties.
- 4.2 Middlesex Centre staff will also act as By-law Enforcement Officers on behalf of Lucan Biddulph to investigate complaints pertaining to Lucan Biddulph by-laws. It is understood that follow up response times for these by-law enforcement matters will depend on:
- a. the availability of the officer with respect to his/her proximity to the site while conducting building inspections,
 - b. other case loads which staff is dealing with,
 - c. the nature of the complaint with respect to public health and safety.

5. Severability

- 5.1 The parties agree that in the event that any provision, clause, Article or attachment herein, or part thereof, which form part of this agreement, are deemed void, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments or parts thereof, shall be and remain in full force and effect.

6. Governing Law

- 6.1 Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada Applicable therein.

7. Modification of Agreement

- 7.1 Modification of this agreement must be in writing and signed by the parties hereto or it shall have no effect and shall be void.

8. Indemnity

- 8.1 Lucan-Biddulph hereby agrees to indemnify and save harmless the Municipality of Middlesex Centre and its employees that are affected by this agreement from any and all losses, costs, expenses, liabilities and other claims incurred by the Municipality of Middlesex Centre arising out of or in connection with the actions undertaken by the Municipality of Middlesex Centre to fulfill its obligations under this Agreement, provided the Municipality of Middlesex Centre's actions are in compliance with this Agreement.

9. Previous Agreements

- 9.1 This Agreement replaces the 7th day of December, 2015 Agreement for the Provision of Services, the September 5, 2012 Agreement for the Provision of Services, the July 22, 2009 Agreement for the Provision of Services, the January 1, 2006 Agreement for Provision of Services, the May 3, 2006 Supplemental Agreement for the Provision of Services, the July 19, 2006 Supplemental Agreement for the Provision of Services, and the February 3, 2007 Supplemental Agreement for the Provision of Services.

IN WITNESS THEREOF the parties hereto have executed this agreement as of the date first written above.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

The Corporation of the Township of Lucan Biddulph

authorized by By-law No. _____

Per: _____ As
Mayor, Cathy Burghardt-Jesson

Per: _____
Clerk, Ron Reymer

We have the authority to bind the corporation.

3

Municipality of Middlesex Centre

As authorized by By-law No.

Per: _____
Mayor, Al Edmondson

Per: _____
Clerk, Ann Wright

We have the authority to bind the corporation.