

**The Corporation of the Municipality of West Grey**

**By-law Number 25 - 2019**

**Being**, a By-law authorizing the Mayor and Clerk to sign a Shared Servicing Agreement between the Municipality of West Grey and Township of Chatsworth, with respect to "Joint Building Services";

**Whereas**, Section 3(3) of the Building Code Act authorizes municipalities to enter into agreements for the joint enforcement of the Act; the sharing of costs of enforcement and the appointment of a Chief Building Official and the Inspectors; and

**Now therefore, the Council of the Corporation of the Municipality of West Grey hereby enacts as follows:**

1. That the Mayor and Clerk are hereby authorized and directed to sign the Shared Servicing Agreement between the Municipality of West Grey and Township of Chatsworth.
2. That the agreement attached hereto as Schedule "A" shall form part of this by-law.
3. That By-law Number 62-2016 is hereby repealed.
4. That this By-law shall come into force and take effect upon being passed by Council.

Read a first and second time this 19<sup>th</sup> day of March, 2019.

Read a third time and finally passed this 19<sup>th</sup> day of March, 2019.

\_\_\_\_\_  
(Signed)  
Christine Robinson, Mayor

\_\_\_\_\_  
(Signed)  
Mark Turner, Clerk

**Schedule "A" to By-law Number 25 - 2019**

**Municipality of**



**Shared Services Agreement**

**THIS SHARED SERVICES AGREEMENT MADE THIS 19<sup>th</sup> DAY OF MARCH, 2019**

**B E T W E E N:**

**THE CORPORATION OF THE MUNICIPALITY OF WEST GREY**

(hereinafter called "West Grey")

- and -

**THE CORPORATION OF THE TOWNSHIP OF CHATSWORTH**

(hereinafter called "Chatsworth")

WHEREAS Section 3(3) of the Building Code Act authorizes municipalities to enter into agreements for the joint enforcement of the Act; the sharing of costs of enforcement and the appointment of a Chief Building Official and Inspectors;

AND WHEREAS West Grey and Chatsworth have agreed to share the costs of enforcement and the appointment of a Chief Building Official and Inspectors; And whereas West Grey and Chatsworth intend to pay for the costs of such shared services through the fees and charges imposed on building permit applications;

NOW THEREFORE this agreement witnesseth that the parties hereto covenant and agree the one with the other as follows:

**PART 1: SCOPE**

**1.1 Definitions**

- a) "Act" shall mean the Building Code Act, S.O. 1992 C. 23 and any regulation passed thereunder;
- b) "Chief Building Official" or "CBO" shall mean the Chief Building Official appointing by West Grey and Chatsworth to enforce the Building Code Act within the boundaries of the two municipalities;
- c) "Inspector" shall have the same meaning ascribed to it in the Act;
- d) "Administering Municipality" shall mean the municipality that administers the financial requirements of this Shared Services Agreement, namely West Grey;

**1.2 Joint Enforcement**

The parties agree to jointly enforce the Act through the appointment of a shared Chief Building Official and Inspectors as required by the Act.

**PART 2: DAILY OPERATIONS AND FINANCIAL ADMINISTRATION**

## 2.1 Shared Building Services Employees

The Chief Building Official and Inspectors shall be employees of the Administering Municipality for the purposes of payroll administration. All decisions regarding hiring or termination of Shared Building Services employees shall be a joint decision of West Grey and Chatsworth CAOs.

The CBO performance review will be completed by West Grey and Chatsworth CAOs through a standard evaluation survey agreed upon by the two CAOs.

Any decisions relating to staff complement or shared capital purchasing will be by mutual agreement of the CAOs.

## 2.2 Obligation to Share Costs

In recognition of the backlog of open files at Chatsworth, all expenses of the shared services agreement shall be shared equally on a 50/50 basis for a period of one year. Prior to the expiration of the one year period, a review of shared costs shall be undertaken by West Grey and Chatsworth and shall be based on the proportionate number of building permits issued by each municipality.

It is anticipated that the following shall be shared costs of the two municipalities:

- a) Payroll including salaries, benefits and statutory employer deductions
- b) Technology requirements: cell phone, laptop, etc.
- c) Staff training including conferences, seminars and workshops, and any mileage, meals, or accommodations related to same;
- d) Memberships
- e) Vehicle costs including fuel, insurance, maintenance, etc. in the event a vehicle is shared between the two municipalities. In the event there is no shared municipal fleet vehicle, each municipality shall be responsible for its own municipal vehicle costs.
- f) If no vehicle is provided, and the building department employees use their own personal vehicles, each municipality shall share in the cost of mileage.

## 2.3 Financial Transactions and Obligations

Each municipality shall receive its own building permit fees in their respective municipality.

The Administering Municipality shall provide a statement of the shared services financial transactions on a monthly basis, including all monies received and disbursed and invoice Chatsworth on a monthly basis.

Chatsworth shall reimburse West Grey on a monthly basis, within thirty (30) days of receiving the monthly statement and invoice.

## 2.4 Appointment of Building Officials and Inspectors

West Grey and Chatsworth agree to appoint, by By-law a Chief Building Official and Inspectors.

2.5 The parties hereto understand and agree that the services as provided by the Chief Building Official and Inspectors are provided in a manner that the services carried out in the individual municipalities are the responsibility of the individual municipality, and any liability accruing from the provision of these services is applicable to that individual municipality only, in which the liability may or has occurred.

### 3. ENFORCEMENT AND LIABILITY

3.1 Proceedings under Section 36 or 38 of the Act  
All proceedings under Sections 36 and 38 of the Building Code Act shall be commenced in the name of the CBO for the applicable municipality within which the proceeding arises.

3.2 Each municipality shall be solely responsible for the costs of any proceedings under Section 36 or 38 and shall be solely entitled to any award or costs in favour of said municipality in such proceedings.

### 4. TERMINATION OF AGREEMENT

Either party may terminate this agreement in accordance with the following conditions:

a) Upon six months written notice to the other party.

### 5. INDEMNIFICATION

5.1 Each of the parties covenant and agree with the other that it shall indemnify and save harmless the other party, their servants, agents, successors and assigns from and against any and all actions, suits, claims and demands whatsoever which may arise either directly or indirectly by reason of enforcement of the Building Code Act, within the territorial boundaries of the individual municipality in carrying out the provisions of this agreement.

The Corporation of the  
Municipality of West Grey

Per:

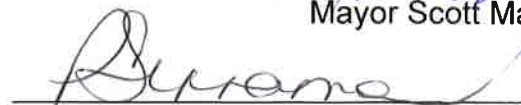
  
\_\_\_\_\_  
Mayor Christine Robinson

  
\_\_\_\_\_  
Clerk Mark Turner

The Corporation of the  
Township of Chatsworth

Per:

  
\_\_\_\_\_  
Mayor Scott Mackey

  
\_\_\_\_\_  
CAO Clerk Patty Sinnamon