CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2026-31

A BY-LAW TO AUTHORIZE THE WARDEN AND THE CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN AND THE CORPORATION OF THE TOWN OF GRAND VALLEY. (Building Service Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the agreement between the County of Dufferin and the Town of Grand Valley, in a form substantially the same as attached hereto as Schedule "A" be approved.

2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are herby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 9th day of April, 2026.

Lisa Post, Warden

Michelle Dunne, Clerk

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READ a first, second and third time and finally passed this 9th day of April, 2026.

Original signed by:

Lisa Post, Warden

Original signed by:

Michelle Dunne, Clerk

For a complete copy of the agreement, please contact the Clerk's Division.

AGREEMENT FOR THE PROVISION OF BUILDING SERVICES

This Agreement is made effective on the _____day of _____, 2026.

BETWEEN:

THE CORPORATION OF THE COUNTY OF DUFFERIN
("**Dufferin County**")

- and -

THE CORPORATION OF THE TOWN OF GRAND VALLEY
("**Town of Grand Valley**")

WHEREAS the Town of Grand Valley and Dufferin County are desirous of entering into a relationship whereby the Town of Grand Valley 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 the Town of Grand Valley 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 the Town of Grand Valley 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 The Town of Grand Valley hereby agrees to retain the services of employees of Dufferin County, subject to the terms in this agreement, who shall perform Building Services duties as defined in Section 2.5 the Town of Grand Valley and as further agreed to by Dufferin County in writing from time to time as it relates to Building Services, 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 Town of Grand Valley nor Dufferin County nor any of their respective employees or representatives are employees of the other party and neither Dufferin County nor Town of Grand Valley 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 pursuant to subsections 3(5) and (6) of the *Building Code Act, 1992* and Dufferin County shall appoint inspectors pursuant to the above sections and shall issue the required Certificates under subsection 3(8) of the *Building Code Act, 1992* and retain or