

REGIONAL SAFETY CODE ADMINISTRATION AGREEMENT

This agreement made in duplicate this 27 day of February, 2024.

BETWEEN:

THE COUNTY OF GRANDE PRAIRIE NO. 1

(hereinafter referred to as "**the County**")

OF THE FIRST PART

-and-

THE TOWN OF SEXSMITH

(hereinafter referred to as "**the Client**")

OF THE SECOND PART

WHEREAS **the County** has agreed to provide **the Client** with administrative services for the delivery of Safety Codes permitting in accordance with the Safety Codes Act (S-1 RSA 2000);

AND WEREAS the client agrees to compensate **the County** for providing the services;

NOW THEREFORE that in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

I. GENERAL TERMS

1. Upon execution, this agreement shall remain in full force and effective up to and including the **31st** day of **DECEMBER 2029**. This agreement may be renewed on an annual basis by mutual written consent by both parties.
2. All terms, provisions and conditions of this agreement shall be binding upon and shall be to the benefit of the parties hereto, successor agencies and assignees.
3. Any term of this Agreement, which is determined to be void, unenforceable or illegal will be severed from this Agreement. The remaining terms will be effective and enforceable.
4. This Agreement will be governed by and construed according to the laws in force in the Province of Alberta.

5. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.
6. This Agreement is the only agreement between the parties in relation to the subject matter hereof, and supersedes and replaces all prior agreements, representations, warranties, statements, promise, information, arrangements, and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. This Agreement may only be amended or modified by a further written agreement of the parties.
7. All notices, approval, or requests in connection with this agreement shall be sent to the Parties at the following addresses:

**Town of Sexsmith
Box 420
9921 – 100 Street
Sexsmith, AB T0H 3C0**

**County of Grande Prairie No. 1
10001 – 84 Avenue
Clairmont, AB T8X 5B2**

II. OBLIGATIONS OF THE COUNTY

The County agrees to the following in the delivery of administrative services to **the Client**:

1. To provide administrative services, including the provision of office space, telephone lines, printing, and mailing, on a “best effort” basis wherein the service would be within time requirements of legislation unless delayed by the lack of information or other necessary materials by the applicants and/or the applicant and agent.
2. The books and records as they relate to **the Client’s** Safety Code Administration shall be open to the inspection of the authorized representatives and their agents of the parties hereto at all times.
3. Together with **the Client**, develop and maintain a fee schedule for services rendered.
4. Recruit and provide contract administration for Safety Codes Officers utilized for inspection purposes.

5. Dispatch and monitor Safety Codes Officers.
6. Together with **the Client**, develop and implement transitional plans.
7. Maintain and develop public relations, training, and orientation with **the Client**.
8. Provide **the Client** with monthly activity reports including but not limited to:
 - Issued permits and fee breakdown.
 - Closed permits.
9. Provide **the Client** with monthly reports of building statistics and copies of approved permits upon request.
10. Maintain liaison with Alberta Municipal Affairs and Safety Codes Council.
11. Produce and issue all permits as required.
12. To receive, receipt, record, and deposit all money, cheques, and credit payments for applications received and remit to **the Client** their fees as per **Appendix A-1**.
13. Plans examination for building permits as required by **the Client's** Quality Management Plan.
14. Conduct compliance and enforcement in accordance with Parts 5 and 5.1 of the *Safety Codes Act*.
 - a. Fees for these services will be billed to **the Client** in accordance with **Appendix A-2**.
 - b. Prior to initiation of any activity related to services provided under Parts 5 and 5.1 of the *Safety Codes Act* **the County** agrees to notify **the Client**.
 - c. Once initiated, **the County** agrees to provide periodic updates to **the Client** on the status of any activities initiated under Part 5 and/or 5.1 of the *Safety Codes Act*.
15. Provide staff, office space and supplies as required.
16. Liability for and payment of normal communication costs, including all distance and fax charges.
17. The permit record information will be maintained as a computer database of **the County's** choice. **The County** agrees to pay all fees and maintenance expenses to maintain the software and server(s) used to manage the application and permit processing database.
18. **The County** agrees to pay all Safety Code Council fees required to authorize County administration to issue permits and perform permit services on behalf of **the Client**.

19. **The County** agrees to remit on **the Client's** behalf all Safety Codes Council Levies to the Safety Codes Council collected from **the Client's** permit applications.
20. **The County** agrees to remit on **the Client's** behalf building statistics to Statistics Canada.
21. **The County** agrees to assist **the Client** with all statistical information required for annual Safety Code audit reporting.
22. **The County** agrees that no building permits will be issued without a corresponding approved development permit including approval of the building plans and a site plan from **the Client** to ensure compliance with **the Client's Land Use Bylaw** unless a development permit is specifically not required in **the Client's Land Use Bylaw**.

III. OBLIGATIONS OF THE CLIENT

The Client agrees to the following:

1. **The Client** agrees to pay **the County** fees in return for the services described in this Agreement as outlined in **Appendix A-1 and A-2**.
2. **The Client** agrees that **the County** can designate certain staff to provided services.
3. **The Client** agrees to cooperate by providing **the County** with the timely provision of background materials, related information and consultation for the services being provided, including, but not limited to:
 - Confirmation of Development Permit approval,
 - Clearance to proceed with Building Permit issuance.
4. Where particular matters arise which, **the Client** considers will require engaging a specialist, the specialist may be engaged by **the County** with the approval of **the Client**, and the specialist's fees and cost shall be paid by **the Client**.
5. **The Client** agrees to provide a link on its municipal website to the permitting information on **the County's** website including any online application forms.
6. The overall accounting of the **Town of Sexsmith**.
7. The permit fee structure is to be adopted and adjusted by the Town Council of **the Client**.
8. **The Client** agrees to pay all annual Safety Codes Council Levies required to maintain **the Client's** Accredited status.

9. Carry adequate liability insurance (minimum \$2,000,000 per occurrence) on staff designated to provide service to **the Client** against claims that may be made for negligence or other liability. List the County as an Additional Insured on **the Client's** policy and provide **the County** with a copy of **the Client's** Certificate of Insurance listing **the County** as an Additional Insured annually or as requested.
10. Provide **the County** with monthly activity reports including but not limited to:
 - Development Permits issued.
11. Maintain and update a Quality Management Plan as required to reflect changes to the Safety Codes Act. An updated copy of **the Client's** Quality Management Plan is to be provided to **the County** to retain on file.

IV. FEES

1. The Parties agree that **the County** fees shall be determined on a percentage basis as outlined in **Appendix A**.
2. **The County** agrees to remit monthly **the Client's** portion of the fees, as outlined in **Appendix A-1**.
3. **The County** agrees to bill **the Client** on a minimum of monthly basis for services provided under Parts 5 and 5.1 of the *Safety Codes Act* as outlined in **Appendix A-2**.

V. SERVICE INCLUSIONS

1. Advice and services may be performed by mail, fax, telephone, e-mail, or other electronic method and face to face communication.

VI. ADDITIONAL EXPENSES

1. Costs related to implementing changes to reporting requirements established by the Province will be negotiated outside of this agreement.
2. Costs related to implementing technology changes required by **the Client** will be negotiated outside of this agreement.

VII. RECORDS MANAGEMENT AND OWNERSHIP OF MATERIALS

1. Files of all projects will be maintained for auditing purposes by **the Client**.

2. All files, plans and related materials gained by **the County** in the performance of its service to **the Client** are owned by **the Client**.

VIII. AMENDMENT AND CANCELLATION

1. Amendments to this Agreement shall be in writing and subject to agreement of the parties thereto.
2. If either **the County** or **the Client** breaches this Agreement, the other party may, by notice in writing, require the defaulting party to remedy the breach within **14 days**. Failing such remedial action, the other party may cancel this Agreement by means of written notice, the effective date being **30 (thirty) days** from written notice.
3. Neither party may assign this Agreement without mutual consent in writing of the other.
4. Either **the Client** or **the County** may terminate this Agreement without cause upon **90 (ninety) days** notice in writing to the other at the address indicated on the second page hereof. On termination by either party under this paragraph, **the Client** shall forthwith pay to **the County** all charges for the Services performed to the date of termination.

IX. FORCE MAJEURE

The County shall not be liable for any failure of or delay in performance of its obligations hereunder or be deemed to be in breach of this Agreement if such failure or delay arise from "force majeure."

1. For the purposes of this Agreement, "force majeure" shall mean any cause not reasonably within **the County's** control and will include, without limitation, mechanical failure, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, storms, floods, high waters, washouts, fires, inclement weather, orders or acts of evil or military authorities, civil disturbances, or any other causes, whether of the kind herein enumerated or otherwise, not within the reasonable control of **the County** and which, exercise of due diligence, **the County** is unable to overcome, provided that lack of funds shall not be a cause beyond control.
2. The parties agree that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the particular party involved therein and such party may make settlement thereof in such time and on such terms and conditions as it may deem to be advisable and no delay in making such settlement shall deprive such party of the benefits of this section.
3. A force majeure event will merely suspend contractual obligation, and not bring this Agreement or any portion thereof to an end.

X. LIABILITY, DAMAGES AND MUTUAL, INDEMNITY

1. Notwithstanding any other provision of this Agreement, neither **the Client** nor **the County** will be liable to the other for
 - a. Any losses or costs arising from third party claims or causes of action, including claims or causes of action of the other's customers or for
 - b. Any indirect, consequential, or punitive damages, including loss of profits or revenues or similar damages.

In Witness Whereof, the Parties hereto, by their proper officers, have executed the within Agreement the day and year above written.

TOWN OF SEXSMITH

PER 

PER 

COUNTY OF GRANDE PRAIRIE NO. 1

PER 

PER 

Appendix A-1

FEE SCHEDULE FOR SERVICES RENDERED

Town of Sexsmith	10% of Permit Application Fees
County of Grande Prairie No.1	90% of Permit Application Fees

1. All Permit Application Fees are based on the attached **Appendix B**
2. All Safety Codes Levies are calculated as per the Safety Codes Council Schedule of Levies and are in addition to the Permit Application Fees.
3. Safety Codes Levies are exempt from the percentage allocations of the two municipalities.



Appendix A-2

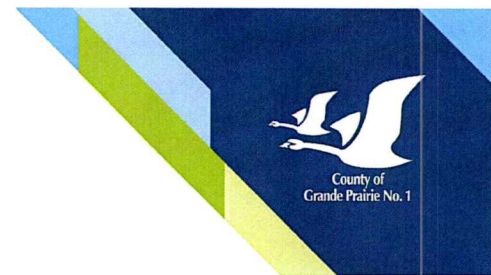
FEE SCHEDULE FOR COMPLIANCE AND ENFORCEMENT SERVICES RENDERED

1. **The County** will be compensated for compliance and enforcement services based on Billable Time. Billable Time includes all time spent on activities required in accordance with Parts 5 and 5.1 of the *Safety Codes Act*. Activities include the following:
 - Legal research,
 - Drafting of documents including, but not limited to orders, notices, emails, letters, and affidavits,
 - Telephone calls,
 - In person consultation and meetings,
 - Inspections,
 - Attendance or participation as a witness or agent of **the Client** at or during Safety Codes Council or Court of King's Bench appeal hearings, and
 - All actions or endeavors required to carry out an order.
2. **The Client** agrees to pay **the County** for its Billable Time as outlined above at a rate consistent with **the County's** current Schedule of Fees, Rates, and Charges Bylaw as adopted, revised, and/or amended from time to time and posted on **the County's** website, [Bylaws - County of Grande Prairie No.1 \(countypg.ab.ca\)](http://Bylaws - County of Grande Prairie No.1 (countypg.ab.ca)). Should **the County** wish to amend its Schedule of Fees, Rates, and Charges Bylaw as it impacts this Agreement, the County will provide written notice to **the Client** prior to the adoption of the change.
3. **The County** agrees to cover administrative services, including the provision of office space, telephone lines, printing, and mailing, on a "best effort" basis wherein the service would be within time requirements of legislation unless delayed by the lack of information or other necessary materials by the applicants and/or the applicant and agent in accordance with this Agreement.
4. **The Client** agrees to reimburse **the County** for all meal and travel expenses in accordance with **the County's** Travel Expense Reimbursement Policy ([L4 - Travel Expense Reimbursement \(countypg.ab.ca\)](http://L4 - Travel Expense Reimbursement (countypg.ab.ca))) for any out of region travel resulting from the delivery of the compliance and enforcement services.
5. **The Client** agrees to cover any legal fees incurred in the execution of the compliance and enforcement services in accordance with Parts 5 and 5.1 of the *Safety Codes Act*.

Appendix B

PERMIT APPLICATION FEES

1. Permit Application Fees will be based on **the County's** current Schedule of Fees, Rates, and Charges Bylaw as adopted, revised, and/or amended from time to time and posted on **the County's** website, [Bylaws - County of Grande Prairie No.1 \(countygp.ab.ca\)](http://countygp.ab.ca). Should **the County** wish to amend its Schedule of Fees, Rates, and Charges Bylaw as it impacts this Agreement, the County will provide written notice to **the Client** prior to the adoption of the change.
2. Where the Applicant is to provide construction value for the calculation of fees, **the County** will utilize cost estimation tools to assess and confirm the prevailing market value of the undertaking for the calculation of the fee.



February 16, 2024

TO WHOM IT MAY CONCERN:

I hereby appoint **Ryan Konowalyk** as Acting Administrator for the County of Grande Prairie No. 1 in my absence from February 16 – March 4, 2024.

16th day of February 2024.

Joulia Whittleton, CLGM
County Manager