

**REGIONAL DISTRICT OF FRASER FORT GEORGE
DISTRICT OF MACKENZIE BUILDING INSPECTION AGREEMENT**

BETWEEN:

The **DISTRICT OF MACKENZIE**,
a duly incorporated Municipality pursuant to the provisions
of the *Local Government Act* and the *Community Charter* of
British Columbia, having its office at 1 Mackenzie Blvd,
Mackenzie, Province of British Columbia.

(hereinafter called the “the District of Mackenzie”)

AND:

The **REGIONAL DISTRICT OF FRASER-FORT GEORGE**,
a Regional District pursuant to the provisions of
the *Local Government Act* of British Columbia, having its
office at 155 George Street, Prince George
Province of British Columbia,

(hereinafter called the “the Regional District”)

WHEREAS the Regional District is prepared to contract with the District of Mackenzie to provide building and plumbing inspection services within the boundaries of the District of Mackenzie as is provided for in the *Community Charter* and *Local Government Act*;

NOW THEREFORE the District of Mackenzie and the Regional District in consideration of the performance of the covenants hereinafter contained and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, agree as follows:

1. This Agreement shall be in force from January 2, 2024 to April 30, 2024.
2. For the purposes of this agreement the Regional District shall:
 - a) supply a building inspector to the District of Mackenzie as required to perform Building Inspection services;
 - b) ensure that the building inspector is qualified at Level Two or greater by the Building Officials’ Association of BC;
 - c) In the event of the absence of the Building Inspector/s necessary to provide the Services the Regional District is not required to provide Building Inspection Service until adequate resources are available. The Regional District shall make all reasonable efforts to ensure that required staffing levels are provided.
 - d) supply a vehicle and mobile phone as accessory to this position;
 - e) provide inspections within the District of Mackenzie, pursuant to the District of Mackenzie’s Building Bylaw;
 - f) provide the District of Mackenzie with inspection slips and copies of all documentation received in relation to a construction on a property; and
 - g) Provide an invoice to the District of Mackenzie for Building Inspection services at the end of the term or sooner if requested.

3. "Building Inspection Service" means performing the role of the building inspector in relation to Part 3 Division 8 of the Community Charter. For the purposes of this agreement the "Building Inspection Service" includes only the following:
 - a) carrying out building inspections in accordance to District of Mackenzie Building Bylaw;
 - b) issuing stop work orders and correction notices as necessary;
 - c) reporting Building Bylaw violations to the District of Mackenzie;
4. "Building Inspection Service" does not include:
 - a) processing permit renewal applications;
 - b) following up on apparent Building Bylaw violations and lapsed permits;
 - c) approval of land use requirements;
 - d) handling requests from members of the public to review or obtain copies of the contents of building inspection files, including requests under the Freedom of Information and Protection of Privacy Act (British Columbia);
 - e) receiving payments; and
 - f) inspection of wood appliances for WETT certification;
5. The District of Mackenzie shall:
 - a) provide appropriate telephone answering, clerical support and communication with the Building Inspector;
 - b) receive building and plumbing applications for review by the Building Inspector;
 - c) ensure inspection cards are filed with the property record;
 - d) provide the building inspector with current community plans, zoning bylaws, and other documentation relating to the service, including but not limited to application forms, building permits, plumbing permits, inspection cards, and stop work order forms;
 - e) distribute information to the public;
 - f) provide approvals of land use and other bylaw requirements prior to forwarding the building permit application to the building inspector;
 - g) collect the appropriate fees; and
 - h) respect the authority of the building inspector as provided for in the *Building Act*, *Community Charter* and *Local Government Act*.

6. The Building Inspector will perform the following duties:
 - a) perform all necessary plan reviews;
 - b) issue permits;
 - c) perform all necessary field visits and inspections as requested;
 - d) enforce the B.C. Building Code, the B.C. Plumbing Code, as it relates to the District of Mackenzie Building Bylaw and subsequent amendments thereto;
 - e) issue stop work notices as necessary; and
 - f) report building bylaw violations to the District of Mackenzie.

General

7. The District of Mackenzie shall be responsible for designating the Building Inspectors for the Regional District as building inspectors for the municipality and as persons to enforce the Building Bylaw as authorized agents under Section 16 of the Community Charter.
8. Building Inspection practices will be conducted in keeping with all local and provincial legislation, and with industry accepted practices.
9. This agreement forms a contract between the District of Mackenzie and the Regional District, with the Regional District being the contractor for the District of Mackenzie.
10. The Mayor or Councilors shall not contact the Building Inspectors regarding Building Inspection Services.
11. The building inspector will be considered a representative of the District of Mackenzie during the course of their duties.
12. If either party wishes to review or amend the Agreement, that party must provide written notice to the other party indicating that it wishes do so.
13. Either party may terminate this agreement by providing written notice to the other party. This notice must be given no less than 15 days prior to the termination of the agreement unless both parties agree in writing to a shorter notice period.

Payments

14. The District of Mackenzie will pay to the Regional District costs associated with the supply of Building Inspection Services including:
 - a) \$2,500 per month;
 - b) \$240 per required trip to the District of Mackenzie;
 - c) hotel and meals costs if the Building Inspector is requires to stay overnight due to workload or inclement weather conditions; and
 - d) hourly salary and benefits for a Building Inspectors time spent preparing evidence or attending court to give evidence of alleged violations of the Building Bylaw or BC Building Code, on behalf of the District of Mackenzie.

Indemnity

15. The District of Mackenzie shall release, discharge, indemnify and save harmless the Regional District and its elected and appointed officers and employees from and against any claims causes of action, suits, demands, expenses, costs and legal fees whatsoever which may arise out of the provision of the building inspection services by the Regional District for the District of Mackenzie.

Insurance

16. The District of Mackenzie shall:
- a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to the Regional District in Section 16 of this Agreement, in the amount of not less than 5 million dollars per single occurrence, naming the Regional District as additional insured; and
 - b) ensure that the policy of insurance contains a waiver of subrogation clause in favour of the Regional District and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving the Regional District thirty (30) days prior written notice.

Binding Effect

17. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day first written above.

SIGNED on behalf of the
Regional District of Fraser-Fort George by:

_____ On _____
Kenna Jonkman, General Manager of
Development Services

SIGNED on behalf of the
District of Mackenzie by:

_____ On _____

_____ On _____