

**THIS FIRST AMENDING AGREEMENT TO THE AGREEMENT FOR THE PROVISION OF SERVICES**

made as of the \_\_\_\_ day of \_\_\_\_\_ 2024

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

**THE CORPORATION OF THE TOWNSHIP OF NORTH MIDDLESEX**

(hereinafter referred to as “North Middlesex”)

- and -

**MUNICIPALITY OF MIDDLESEX CENTRE**

(hereinafter referred to as “Middlesex Centre”)

**WHEREAS** the parties have entered into an Agreement for the Provision of Services as it relates to the Agreement entered into the Parties dated the 24<sup>th</sup> day of March 2021 as it relates to the provision to compliance with, and enforcement of, the Building Code Act and other relating activities including but not limited to the role of Building Inspectors and the Chief Building Official services provided by Middlesex Centre’s Building Officials (collectively referred to as the “Services”);

**AND WHEREAS** the parties wish to enter into this Agreement so that the parties can amend certain provisions of the Agreement for the Provision of Services in accordance with the provisions of this Amending Agreement.

**AND WHEREAS** the North Middlesex acknowledges and understands that the Middlesex Centre provides Services to four area municipalities including but not limited to – Adelaide Metcalfe, Lucan Biddulph, North Middlesex and Southwest Middlesex;

**NOW THEREFORE WITNESSETH** that in consideration of the terms, covenants, and provisions herein, the receipt and sufficiency of which is hereby acknowledged, North Middlesex and Middlesex Centre covenant and agree that the Agreement for the Provision of Services be and the same is hereby amended as follows:

**INCORPORATION OF RECITALS AND DEFINITIONS**

1. The above recitals are true and are hereby incorporated into this Amending Agreement by reference. All definitions in this Amending Agreement shall have the same meaning as the corresponding definitions in the Agreement for the Provision of Services.

**FEES PAYABLE**

2. Section 4.1 of the Agreement for the Provision of Services shall be deleted in its entirety and replaced with the following:
  - 4.1 As full remuneration for all services provided by Middlesex Centre to North Middlesex under the terms and conditions of this Agreement, North Middlesex shall pay in accordance with the provisions of this section a proportionate share of the annual wages incurred by, and allocated to, Middlesex Centre’s Building Officials.

The fees for the services of the Building Officials shall be at the rate of 2.5 Building Officials and 40% of the costs associated with the Chief Building Official. The costs charged to North Middlesex shall be based on the calculation formula set out in Schedule "A" attached and shall be reconciled annually on January 1<sup>st</sup>. The cost of the Building Officials wages is based on the employees' full operational costs incurred by Middlesex Centre including but not limited to any statutory payments, insurance premiums, reasonable annual training as such costs may be incurred on an annual basis.

In the event that there is an increase in development activities in North Middlesex of more than 10% annually based on number of building permits applied and investigations / prosecutions from the prior three (3) year average North Middlesex acknowledges and agrees that their proportionate share of the payment for the Services shall be increased based in the percentage increase in use and such increase implemented annually on January 1<sup>st</sup>.

#### **APPLICATION OF AGREEMENT FOR THE PROVISION OF SERVICES**

3. All other terms, covenants, provisions, and conditions of the Agreement for the Provision of Services shall remain in full force and effect and this Amending Agreement shall amend the Agreement for the Provision of Services only insofar as any term, covenant and provision is specifically amended. The Agreement for the Provision of Services is in all other respects hereby confirmed. To the extent that the Agreement for the Provision of Services and this Amending Agreement address the same subject matter, North Middlesex and Middlesex Centre hereby acknowledge that the covenants with the highest standard shall prevail.

#### **SEVERABILITY**

4. If any provision of this Amending Agreement shall be found or declared by a Court of competent jurisdiction to be invalid, unenforceable, or ultra vires Middlesex Centre; then, such provision shall conclusively be deemed to be severable and the remainder of this Amending Agreement, *mutatis mutandis*, shall be and remain in full force and effect.

#### **NUMBER AND GENDER**

5. In this Amending Agreement, unless the contrary intention appears, words importing only the singular number of masculine gender shall include more persons, parties, or things of the same kind than one and the feminine and neuter gender.

#### **INTERPRETATION**

6. The captions, titles and headings in this Amending Agreement are inserted for convenience of reference only and do not define, limit, or enlarge the scope, meaning or intent of any provisions.

#### **BINDING**

7. The covenants, agreements, conditions and undertaking herein shall be binding upon North Middlesex and upon its successors and assigns and this Amending Agreement shall enure to the benefit of and be binding upon North Middlesex and its successors and assigns.

**GENERAL**

8. Each of the parties to this Agreement, at the request of the other party hereto and without cost, agrees to execute and deliver such additional documents and agreements and take or cause to be taken all such further acts and things as may be reasonably required from time to time to more effectually implement and carry out the true intent and meaning of this Amending Agreement.
9. This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to constitute one and the same instrument. Any such executed counterpart may be delivered by email in PDF format and will be deemed to be an original document.
10. This Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK**

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement as of the Effective Date.

**THE CORPORATION OF THE TOWNSHIP OF NORTH  
MIDDLESEX**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Corporation

**MUNICIPALITY OF MIDDLESEX CENTRE**

Per: \_\_\_\_\_

Name:

Title:

Per: \_\_\_\_\_

Name:

Title:

I/We have authority to bind the Police Services

Board