



**REGULAR MEETING OF COUNCIL**  
**Tuesday, September 10, 2019, 2019 @ 2:30 PM**  
**George Fraser Room, Ucluelet Community Centre,**  
**500 Matterson Drive, Ucluelet**

#### **LATE AGENDA ITEMS**

1. Addition to the Agenda Item No. **9.1 Child Care Planning Open Houses!**
  - a) 2019-09-10 Tracy Smyth Correspondence
2. Addition to the Agenda - New Item - No. **15.6 Building Inspection Services Agreement**
  - a) Building Inspection Services Agreement (Report No: 19-116)

## Joseph Rotenberg

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**From:** Joseph Rotenberg  
**Sent:** September 10, 2019 9:29 AM  
**To:** Joseph Rotenberg  
**Subject:** FW: West Coast Open House Dates - correction

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**From:** Darcey Bouvier <[dbouvier@ucluelet.ca](mailto:dbouvier@ucluelet.ca)> **On Behalf Of** Info Ucluelet  
**Sent:** September 10, 2019 8:47 AM  
**To:** Council <[Council@ucluelet.ca](mailto:Council@ucluelet.ca)>  
**Cc:** Mark Boysen <[mboysen@ucluelet.ca](mailto:mboysen@ucluelet.ca)>; Joseph Rotenberg <[jrotenberg@ucluelet.ca](mailto:jrotenberg@ucluelet.ca)>  
**Subject:** West Coast Open House Dates - correction

**From:** ACRD Child Care Planning Team <[acrdchildcareplanning@gmail.com](mailto:acrdchildcareplanning@gmail.com)>  
**Sent:** September 10, 2019 8:43 AM  
**Subject:** West Coast Open House Dates - correction

Please note that there was an error in the last email (sorry!) about the WEST COAST Open House dates.

**TOFINO - Wednesday September 11th**  
**Multipurpose Room, Tofino Hall**  
**3-7pm**

**UCLUELET - Tuesday September 17th**  
**Ucluelet Community Centre**  
**3-7pm**

Attached are poster pdf's AND png files to use on social media.

Tracy Smyth  
on behalf of  
Marcie DeWitt, Maggie Hodge Kwan & Tracy Smyth  
[ACRDchildcareplanning@gmail.com](mailto:ACRDchildcareplanning@gmail.com)



# STAFF REPORT TO COUNCIL

Council Meeting: SEPTEMBER 10, 2019  
 500 Matterson Drive, Ucluelet, BC V0R 3A0

**FROM:** JOSEPH ROTENBERG, ACTING MANAGER OF CORPORATE SERVICES

**FILE NO:** 0550-20

**SUBJECT:** BUILDING INSPECTION SERVICES AGREEMENT

**REPORT NO:** 19-116

**ATTACHMENT(S):** APPENDIX A: BUILDING INSPECTION SERVICES AGREEMENT, SEPTEMBER 4, 2019  
 APPENDIX B: BUILDING INSPECTION SERVICES AGREEMENT, JUNE 19, 2017

**RECOMMENDATION(S):**

1. **THAT** Council consent to the receipt of building inspection services from the District of Tofino according to the terms and conditions set-out in the Building Inspection Services Agreement dated for reference the 4<sup>th</sup> day of September, 2019.

**PURPOSE:**

The purpose of this report is to obtain Council’s consent for the District of Ucluelet (District) to enter into an agreement with the District of Tofino (Tofino) for building inspection services.

**BACKGROUND:**

Building inspection services (the “Services”) are provided in Ucluelet through a service agreement with the District of Tofino (Tofino). A Tofino staff member provides these Services according to the terms of the Building Inspection Service Agreement dated for reference the 19<sup>th</sup> day of June, 2017 (the “2017 Agreement”).

The term of the 2017 Agreement expired on June 18, 2019. A new agreement dated for reference the 4<sup>th</sup> day of September, 2019 (the “2019 Agreement”) has been drafted but not executed. In the interim, the Tofino Staff member has provided the Services according to the terms of the 2017 Agreement.

The *Community Charter* requires that Tofino obtain Council’s approval to provide services outside of their Municipal boundary. Consequently, it is necessary for Council to pass the recommended resolution for Tofino to enter into the 2019 Agreement and provide the Services.

**DISCUSSION:**

The 2017 Agreement and 2019 Agreements are substantially similar. The following chart shows the only differences between the Agreements:

<b><u>Subject</u></b>	<b><u>2019 Agreement</u></b>	<b><u>2017 Agreement</u></b>
<b>Hourly Rate Base Rate</b>	\$40.99	\$38.84

<b>Term</b>	Sept. 13, 2019 – Sept. 13, 2022	June 19, 2017 – June 18, 2019
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Under the 2017 Agreement, plan checks and building inspections have been performed in Ucluelet two days per week by the building official we share with Tofino, Nick Henderson. Under this arrangement, the services received by the residents and building community in Ucluelet have been outstanding. A shared point of contact and source of expertise provides a high level of consistency for the building industry on the west coast. Staff in both Tofino and Ucluelet have been monitoring construction activity with an eye to assessing if and when additional resources may be required to maintain the level of response and building permit processing times. Options will be brought forward for discussion within the future budget and five-year financial plan update. At this point, the renewed servicing agreement would carry on with the status quo.

**TIME REQUIREMENTS – STAFF & ELECTED OFFICIALS:**

Nominal Staff and Elected Official time will be required to execute the 2019 Agreement.

**FINANCIAL IMPACTS:**

Financial implications of the 2019 Agreement have been incorporated in the 2019 Budget and Five-Year Financial Plan.

**OPTIONS REVIEW:**

The current arrangement for providing building inspection services in Ucluelet has been working well, therefore staff recommend that Council consent to the renewed servicing agreement with Tofino dated for reference the 4<sup>th</sup> day of September, 2019. If a different course is desired, staff would look to Council to provide alternative direction.

**Respectfully submitted:** Joseph Rotenberg, Manager of Corporate Services  
Mark Boysen, Chief Administrative Officer

**BUILDING INSPECTION SERVICES AGREEMENT**

THIS AGREEMENT dated for reference the 4<sup>th</sup> day of September, 2019 is

BETWEEN:

**DISTRICT OF TOFINO**, 121 Third Street, Tofino, British Columbia, V0R 2Z0

("Tofino")

AND:

**DISTRICT OF UCLUELET**, 200 Main Street, Ucluelet, British Columbia, V0R 3A0

("Ucluelet")

WHEREAS:

- A. Pursuant to section 13 of the *Community Charter*, Tofino may provide a service in another municipality so long as it first obtains consent of the council of the other municipality and, in giving such consent, the other municipality may establish terms and conditions, including limits on the services to be provided in its area and the process for terminating provision of those services;
- B. Ucluelet has requested and Tofino has agreed to provide building inspection services within Ucluelet on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the performance of the covenants contained in this Agreement and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree with the other as follows:

**Interpretation**

- 1. In this Agreement:
  - (a) "Building Inspector" means the person employed by Tofino to act as Tofino's building inspector;
  - (b) "Clerk" means the person designated by Ucluelet Council as the Deputy Municipal Clerk;
  - (c) "Hourly Rate" means the March 1, 2019 base rate of \$40.99 per hour plus the percentage increase in the cost of wages and benefits payable to the Building Inspector under any collective agreement between Tofino and the bargaining unit representing the Building Inspector during the term of this Agreement. As per the collective agreement between Tofino and the bargaining unit

representing the Building Inspector, during the probationary period of sixty (60) working days or six (6) calendar months, whichever comes first, the base rate will be multiplied by a factor of 0.9;

- (d) "Services" means the services described in Schedule "A" to this Agreement;
- (e) "Tofino Supervisor" means the person designated by Tofino Council as the Manager of Community Sustainability.

### **Term**

- 2. This Agreement shall continue for a term of three (3) years, commencing on September 13<sup>th</sup>, 2019 and expiring on September 13<sup>th</sup>, 2022.

### **Tofino Covenants**

- 3. Tofino shall:
  - (a) two (2) days per week and seven (7) hours per day, provide the Services in respect of those building permit applications referred to Tofino by Ucluelet;
  - (b) provide a detailed invoice to Ucluelet twice annually for the Services and disbursements according to sections 5(a), (b) and (c) of this Agreement;
  - (c) provide the Services to the equivalent standard provided by Tofino within its own municipal boundaries;
  - (d) instruct all officers, employees, or contractors of Tofino not to offer any advice, comments, or interpretations on the bylaws of Ucluelet to any person other than the Clerk, solicitor, or Council of Ucluelet;
  - (e) provide all Services under this Agreement in a competent, careful, and professional manner; and
  - (f) ensure that any proposed or draft plans or bylaws of Ucluelet are kept confidential and are not revealed to any person other than the Clerk, solicitor, or Council of Ucluelet.
- 4. Tofino may delay the processing of a building permit application if it determines, acting reasonably, that its Building Inspector does not have sufficient time to assume responsibility for reviewing a particular application.

### **Ucluelet Covenants**

- 5. Ucluelet shall:

- (a) subject to paragraph (b), pay to Tofino, in consideration of the Services, 40% of the actual cost of the Building Inspector's wages plus benefits, multiplied by a factor of 1.1 to cover administrative overhead;
- (b) pay to Tofino one and one-half (1.5) times the Hourly Rate per hour or portion of an hour for the first three (3) hours of overtime spent by the Building Inspector engaged in providing the Services, and thereafter pay to Tofino two (2) times the Hourly Rate per hour or portion of an hour of overtime spent by the Building Inspector engaged in providing the Services, plus the actual cost of benefits, multiplied by a factor of 1.1 to cover administrative overhead;
- (c) pay 40% of all out of pocket expenses incurred by Tofino in providing the Services including, without limitation, the Building Inspector's mobile phone, training, membership, professional dues and travel expenses and all other related disbursements;
- (d) pay Tofino twice annually, based on the detailed invoices provided pursuant to section 3(b) above, the amount calculated under paragraphs (a) through (c) above, within thirty (30) days of receiving such detailed invoices;
- (e) designate the Clerk, subject to direction by Ucluelet Council by resolution, as the sole contact with Tofino staff (including the Building Inspector and the Tofino Supervisor) with respect to the Services;
- (f) appoint the Building Inspector to enforce Ucluelet's building bylaw, including by means of a municipal ticket information under section 264 of the *Community Charter* or by means of a bylaw notice under the *Local Government Bylaw Notice Enforcement Act*; and
- (g) supply a suitable vehicle for use by the Building Inspector in providing the Services within Ucluelet or pay for mileage incurred by the Building Inspector in providing the Services within Ucluelet at a rate set out in Ucluelet's Exempt Staff Remuneration policy. For greater certainty, Ucluelet will not be obligated to pay for the Building Inspector's travel to and from Ucluelet.

### **Indemnity**

6. Ucluelet shall release, discharge, indemnify and save harmless Tofino 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 Services by Tofino. The Services provided by Tofino's Building Inspector while engaged in building inspection or plan review for Ucluelet under this Agreement shall be at the risk of Ucluelet. The indemnity in this section will survive the expiry or early termination of this Agreement.

**Insurance**

7. Ucluelet shall:
- (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to Tofino in section 7 of this Agreement, in the amount of not less than five million dollars (\$5,000,000.00) per single occurrence, naming Tofino as an additional insured, and shall provide Tofino with a certified copy of the policy on execution and renewal;
  - (b) ensure that the policy of insurance under paragraph (a) contains a clause requiring the insurer not to cancel or change the insurance without first giving Tofino thirty (30) days prior written notice; and
  - (c) if both Ucluelet and Tofino have claims to be indemnified under any insurance required by this Agreement, apply the indemnity first to the settlement of the claim of Tofino and the balance, if any, to the settlement of the claim of Ucluelet.

**Termination**

8. Either party may terminate this Agreement on 90 (ninety) days' written notice to the other party.

**General**

9. Neither party may assign all or any part of this Agreement without the prior written consent of the other party, which consent may be withheld in that party's sole discretion.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
11. Reference in this Agreement to the singular includes the plural and the plural includes the singular unless the context otherwise requires, and references in this Agreement to the masculine, feminine or neuter includes a reference to the masculine, feminine or neuter unless the context otherwise requires.
12. The headings of paragraphs, articles and sections in this Agreement are for convenience of reference only, do not form part of this Agreement, and must not be used in the interpretation of this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
14. Time shall be of the essence of this Agreement.



15. Nothing in this Agreement affects Tofino's or Ucluelet's rights and powers in the exercise of their statutory functions under statutes, bylaws, resolutions, orders or regulations, all of which may be fully exercised as if this Agreement had not been executed and delivered by Tofino and Ucluelet.
16. In the event of a dispute or disagreement arising from this Agreement or its interpretation, or in respect of the obligations of the parties hereunder, the matter in dispute may, at the instance of either party, be submitted to a court of competent jurisdiction or arbitration pursuant to this section. Notice of arbitration shall be given in writing and each party is entitled to appoint one arbitrator, and the two arbitrators so appointed must appoint a third arbitrator, failing which such third arbitrator must be appointed by a judge of the Supreme Court of British Columbia. The decision of the arbitration panel is final and binding in all respects and the cost of arbitration will be borne equally by the parties. The arbitration will be governed in accordance with the provisions of the *Arbitration Act* (British Columbia) or such replacement statute that is in force at the date of this notice of arbitration.
17. Every reference to the parties is deemed to include the successors and permitted assigns of the parties.
18. The parties must do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
19. It is mutually understood, agreed and declared by and between the parties that neither party has made to the other party any representations, covenants, warranties, guarantees, promises or agreements, oral or otherwise, express or implied, other than those contained in this Agreement.
20. Any notice or other communication required or contemplated to be given or made by an provisions of this Agreement shall be given or made in writing and either delivered personally (and if so deemed to be received when delivered) or mailed by prepaid registered mail in an Canada Post office (and if so shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it was addressed) so long as the notice is addressed to the party at the address first above written, or to such other address of which a party from time to time notifies the other party in writing.
21. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement. Waiver of any default by any party shall not be deemed to be a waiver of any subsequent default by that party.
22. The parties represent and warrant to each other that:

- (a) all necessary corporate actions and proceedings have been taken by each of the parties to authorize its entry into and performance of this Agreement;
- (b) upon its execution and delivery on behalf of each of the parties, this Agreement constitutes a valid and binding obligation on each of the parties;
- (c) neither the execution and delivery, nor the performance of this Agreement will breach any other agreement or obligation or cause either of the parties to be in default of any other agreement or obligation with or to each other; and
- (d) each of the parties has the corporate capacity and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year written below.

The Corporate Seal of the **DISTRICT OF** )  
**TOFINO** was hereunto affixed in the )  
presence of: )  
) C/S  
) \_\_\_\_\_ )  
Mayor: )  
) \_\_\_\_\_ )  
Corporate Officer: )  
) \_\_\_\_\_ )  
Date )

The Corporate Seal of the **DISTRICT OF** )  
**UCLUELET** was hereunto affixed in the )  
presence of: )  
) C/S  
) \_\_\_\_\_ )  
Mayor: )  
) \_\_\_\_\_ )  
Clerk: )  
) \_\_\_\_\_ )  
Date )

**SCHEDULE "A"****SERVICES**

The Services shall include:

**1. Building Permit**

- (a) Receiving, reviewing and processing building permit applications (including plan checks and requesting and reviewing geotechnical covenants in connection with such applications);
- (b) Issuing building permits;
- (c) Receiving, reviewing and processing building permit renewal applications; and
- (d) File administration.

**2. Building Inspection**

- (a) Scheduling building inspections; and
- (b) Carrying out building inspections, including travel to and from the building site.

**3. Occupancy Permit**

- (a) Receiving, reviewing and processing occupancy permit applications; and
- (b) Issuing occupancy permits.

**4. Bylaw Enforcement**

- (a) Issuing stop work orders as necessary;
- (b) Reporting unresolved building bylaw violations to Ucluelet Council; and
- (c) Preparing for and participating in enforcement proceedings.

## APPENDIX B

### BUILDING INSPECTION SERVICES AGREEMENT

THIS AGREEMENT dated for reference the 19<sup>th</sup> day of June, 2017 is

BETWEEN:

**DISTRICT OF TOFINO**, 121 Third Street, Tofino, British Columbia, V0R 2Z0

("Tofino")

AND:

**DISTRICT OF UCLUELET**, 200 Main Street, Ucluelet, British Columbia, V0R 3A0

("Ucluelet")

WHEREAS:

- A. Pursuant to section 13 of the *Community Charter*, Tofino may provide a service in another municipality so long as it first obtains consent of the council of the other municipality and, in giving such consent, the other municipality may establish terms and conditions, including limits on the services to be provided in its area and the process for terminating provision of those services;
- B. Ucluelet has requested and Tofino has agreed to provide building inspection services within Ucluelet on the terms and conditions set out in this Agreement;

NOW THEREFORE in consideration of the performance of the covenants contained in this Agreement and for other valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties covenant and agree with the other as follows:

#### Interpretation

1. In this Agreement:
  - (a) "Building Inspector" means the person employed by Tofino to act as Tofino's building inspector;
  - (b) "Clerk" means the person designated by Ucluelet Council as the Deputy Municipal Clerk;
  - (c) "Hourly Rate" means the March 1, 2017 base rate of \$38.84 per hour plus the percentage increase in the cost of wages and benefits payable to the Building Inspector under any collective agreement between Tofino and the bargaining unit representing the Building Inspector during the term of this Agreement. As per the collective agreement between Tofino and the bargaining unit representing the Building Inspector, during the probationary period of sixty (60)

working days or six (6) calendar months, whichever comes first, the base rate will be multiplied by a factor of 0.9;

- (d) "Services" means the services described in Schedule "A" to this Agreement;
- (e) "Tofino Supervisor" means the person designated by Tofino Council as the Manager of Community Sustainability.

### **Term**

- 2. This Agreement shall continue for a term of two (2) years, commencing on June 19<sup>th</sup>, 2017 and expiring on June 18<sup>th</sup>, 2019.

### **Tofino Covenants**

- 3. Tofino shall:
  - (a) two (2) days per week and seven (7) hours per day, provide the Services in respect of those building permit applications referred to Tofino by Ucluelet;
  - (b) provide a detailed invoice to Ucluelet twice annually for the Services and disbursements according to sections 5(a), (b) and (c) of this Agreement;
  - (c) provide the Services to the equivalent standard provided by Tofino within its own municipal boundaries;
  - (d) instruct all officers, employees, or contractors of Tofino not to offer any advice, comments, or interpretations on the bylaws of Ucluelet to any person other than the Clerk, solicitor, or Council of Ucluelet;
  - (e) provide all Services under this Agreement in a competent, careful, and professional manner; and
  - (f) ensure that any proposed or draft plans or bylaws of Ucluelet are kept confidential and are not revealed to any person other than the Clerk, solicitor, or Council of Ucluelet.
- 4. Tofino may delay the processing of a building permit application if it determines, acting reasonably, that its Building Inspector does not have sufficient time to assume responsibility for reviewing a particular application.

### **Ucluelet Covenants**

- 5. Ucluelet shall:

- (a) subject to paragraph (b), pay to Tofino, in consideration of the Services, 40% of the actual cost of the Building Inspector's wages plus benefits, multiplied by a factor of 1.1 to cover administrative overhead;
- (b) pay to Tofino one and one-half (1.5) times the Hourly Rate per hour or portion of an hour for the first three (3) hours of overtime spent by the Building Inspector engaged in providing the Services, and thereafter pay to Tofino two (2) times the Hourly Rate per hour or portion of an hour of overtime spent by the Building Inspector engaged in providing the Services, plus the actual cost of benefits, multiplied by a factor of 1.1 to cover administrative overhead;
- (c) pay 40% of all out of pocket expenses incurred by Tofino in providing the Services including, without limitation, the Building Inspector's mobile phone, training, membership, professional dues and travel expenses and all other related disbursements;
- (d) pay Tofino twice annually, based on the detailed invoices provided pursuant to section 3(b) above, the amount calculated under paragraphs (a) through (c) above, within thirty (30) days of receiving such detailed invoices;
- (e) designate the Clerk, subject to direction by Ucluelet Council by resolution, as the sole contact with Tofino staff (including the Building Inspector and the Tofino Supervisor) with respect to the Services;
- (f) appoint the Building Inspector to enforce Ucluelet's building bylaw, including by means of a municipal ticket information under section 264 of the *Community Charter* or by means of a bylaw notice under the *Local Government Bylaw Notice Enforcement Act*; and
- (g) supply a suitable vehicle for use by the Building Inspector in providing the Services within Ucluelet or pay for mileage incurred by the Building Inspector in providing the Services within Ucluelet at a rate set out in Ucluelet's Exempt Staff Remuneration policy. For greater certainty, Ucluelet will not be obligated to pay for the Building Inspector's travel to and from Ucluelet.

### **Indemnity**

6. Ucluelet shall release, discharge, indemnify and save harmless Tofino 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 Services by Tofino. The Services provided by Tofino's Building Inspector while engaged in building inspection or plan review for Ucluelet under this Agreement shall be at the risk of Ucluelet. The indemnity in this section will survive the expiry or early termination of this Agreement.

**Insurance**

7. Ucluelet shall:
  - (a) take out and maintain, during the term of this Agreement, liability insurance to cover the indemnity given to Tofino in section 7 of this Agreement, in the amount of not less than five million dollars (\$5,000,000.00) per single occurrence, naming Tofino as an additional insured, and shall provide Tofino with a certified copy of the policy on execution and renewal;
  - (b) ensure that the policy of insurance under paragraph (a) contains a clause requiring the insurer not to cancel or change the insurance without first giving Tofino thirty (30) days prior written notice; and
  - (c) if both Ucluelet and Tofino have claims to be indemnified under any insurance required by this Agreement, apply the indemnity first to the settlement of the claim of Tofino and the balance, if any, to the settlement of the claim of Ucluelet.

**Termination**

8. Either party may terminate this Agreement on 90 (ninety) days' written notice to the other party.

**General**

9. Neither party may assign all or any part of this Agreement without the prior written consent of the other party, which consent may be withheld in that party's sole discretion.
10. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
11. Reference in this Agreement to the singular includes the plural and the plural includes the singular unless the context otherwise requires, and references in this Agreement to the masculine, feminine or neuter includes a reference to the masculine, feminine or neuter unless the context otherwise requires.
12. The headings of paragraphs, articles and sections in this Agreement are for convenience of reference only, do not form part of this Agreement, and must not be used in the interpretation of this Agreement.
13. This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.
14. Time shall be of the essence of this Agreement.


15. Nothing in this Agreement affects Tofino's or Ucluelet's rights and powers in the exercise of their statutory functions under statutes, bylaws, resolutions, orders or regulations, all of which may be fully exercised as if this Agreement had not been executed and delivered by Tofino and Ucluelet.
16. In the event of a dispute or disagreement arising from this Agreement or its interpretation, or in respect of the obligations of the parties hereunder, the matter in dispute may, at the instance of either party, be submitted to a court of competent jurisdiction or arbitration pursuant to this section. Notice of arbitration shall be given in writing and each party is entitled to appoint one arbitrator, and the two arbitrators so appointed must appoint a third arbitrator, failing which such third arbitrator must be appointed by a judge of the Supreme Court of British Columbia. The decision of the arbitration panel is final and binding in all respects and the cost of arbitration will be borne equally by the parties. The arbitration will be governed in accordance with the provisions of the *Arbitration Act* (British Columbia) or such replacement statute that is in force at the date of this notice of arbitration.
17. Every reference to the parties is deemed to include the successors and permitted assigns of the parties.
18. The parties must do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.
19. It is mutually understood, agreed and declared by and between the parties that neither party has made to the other party any representations, covenants, warranties, guarantees, promises or agreements, oral or otherwise, express or implied, other than those contained in this Agreement.
20. Any notice or other communication required or contemplated to be given or made by an provisions of this Agreement shall be given or made in writing and either delivered personally (and if so deemed to be received when delivered) or mailed by prepaid registered mail in an Canada Post office (and if so shall be deemed to be delivered on the sixth business day following such mailing except that, in the event of interruption of mail service, notice shall be deemed to be delivered only when actually received by the party to whom it was addressed) so long as the notice is addressed to the party at the address first above written, or to such other address of which a party from time to time notifies the other party in writing.
21. No amendment or waiver of any portion of this Agreement shall be valid unless in writing and executed by the parties to this Agreement. Waiver of any default by any party shall not be deemed to be a waiver of any subsequent default by that party.
22. The parties represent and warrant to each other that:



- (a) all necessary corporate actions and proceedings have been taken by each of the parties to authorize its entry into and performance of this Agreement;
- (b) upon its execution and delivery on behalf of each of the parties, this Agreement constitutes a valid and binding obligation on each of the parties;
- (c) neither the execution and delivery, nor the performance of this Agreement will breach any other agreement or obligation or cause either of the parties to be in default of any other agreement or obligation with or to each other; and
- (d) each of the parties has the corporate capacity and authority to enter into and perform this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their seals on the day and year written below.

The Corporate Seal of the **DISTRICT OF TOFINO** was hereunto affixed in the presence of:

  
\_\_\_\_\_ )

C/S

Mayor:  
  
\_\_\_\_\_ )

Corporate Officer:  
\_\_\_\_\_ )

JUNE 29, 2017  
Date )

The Corporate Seal of the **DISTRICT OF UCLUELET** was hereunto affixed in the presence of:

  
\_\_\_\_\_ )

C/S

Mayor:  
  
\_\_\_\_\_ )

Clerk:  
\_\_\_\_\_ )

28 June 2017  
Date )

**SCHEDULE "A"**SERVICES

The Services shall include:

1. Building Permit

- (a) Receiving, reviewing and processing building permit applications (including plan checks and requesting and reviewing geotechnical covenants in connection with such applications);
- (b) Issuing building permits;
- (c) Receiving, reviewing and processing building permit renewal applications; and
- (d) File administration.

2. Building Inspection

- (a) Scheduling building inspections; and
- (b) Carrying out building inspections, including travel to and from the building site.

3. Occupancy Permit

- (a) Receiving, reviewing and processing occupancy permit applications; and
- (b) Issuing occupancy permits.

4. Bylaw Enforcement

- (a) Issuing stop work orders as necessary;
- (b) Reporting unresolved building bylaw violations to Ucluelet Council; and
- (c) Preparing for and participating in enforcement proceedings.