

AMENDED AND RESTATED ADMINISTRATIVE AGREEMENT

This Agreement dated this 30th day of July, 2024.

BETWEEN:

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE
OF BRITISH COLUMBIA**, represented
by the Minister of Housing

(the “Province”)

AND:

**BUILDING OFFICIALS’ ASSOCIATION OF BRITISH
COLUMBIA**,
incorporated pursuant to the *Building Officials’ Association
Act*, SBC 1997, c. 16

(the “BOABC”)

WHEREAS:

- A. The Province wishes to increase the competency and professionalism of building officials and achieve greater consistency in the interpretation, application and enforcement of provincial building regulations;
- B. The BOABC, incorporated under the *Building Officials’ Association Act*, SBC 1997, c. 16, has as part of one of its statutory objectives the provision of training, education, certification and discipline of its members and therefore has considerable expertise in relation to the qualification of building officials and the Province wishes to leverage this expertise;
- C. Section 15 of the *Building Act* provides for the delegation to a person of the administration of some of the provisions of that Act;
- D. The parties are party to the Administrative Agreement (the “Previous Agreement”) dated February 27, 2017;
- E. The parties entered into the Previous Agreement for the purpose of establishing the rights and responsibilities of the parties and the terms and

conditions for the delegation to the BOABC of administration of the provisions of the *Building Act* specified in a Delegation Regulation.

- F. The BOABC continues to accept such a delegation and to administer the provisions of Division 1 of Part 3 [Building Officials] and Part 5 [Administrative Penalties], except section 30, of the *Building Act*; and
- G. The parties wish to enter into the present Amended and Restated Agreement (the “**Agreement**”) pursuant to which the parties agree to certain amendments to the Previous Agreement as set out herein.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, and warranties set out in this Agreement, the parties agree as follows:

ARTICLE 1

DEFINITIONS

- 1.01 In this Agreement, unless the context otherwise requires, the following definitions apply:

“**Act**” means the *Building Act* and includes all regulations enacted under it;

“**Agreement**” means this agreement and includes the recitals and the schedules to this Agreement;

“**Building Act Records**” means all records obtained or created by the BOABC in the course of carrying out its administration of the provisions of the Act specified in a Delegation Regulation;

“**Delegation Regulation**” means a regulation of the Lieutenant Governor in Council of British Columbia made pursuant to section 15 of the Act;

“**Ministry**” means the Ministry of Housing and includes any successor ministry to that Ministry;

“**Provincial Records**” means all records obtained or created by or for the Province in relation to the Act;

“**Records**” means records as defined in the *Interpretation Act*;

“**Term**” means the period described in section 4.01 and includes any renewal period under section 4.02;

1.02 Words and phrases used in this Agreement and defined in the Act will be given the same meaning in this Agreement as they are given in the Act unless a contrary intention appears in this Agreement.

1.03 The schedules to this Agreement are:

Schedule "A" – Outcomes and Performance Objectives of the BOABC

Schedule "B" – Business Plan and Annual Report Requirements

Schedule "C" – Principles for Fee Schedule

Schedule "D" – Records Management by the BOABC

ARTICLE 2

PURPOSE OF THIS AGREEMENT

2.01 The purpose of this Agreement is to satisfy the requirements of sections 14 and 15 of the Act and to establish the rights and responsibilities of the parties in respect of the delegation to the BOABC of the administration of provisions of the Act specified in a Delegation Regulation.

ARTICLE 3

OUTCOME AND PERFORMANCE OBJECTIVES

3.01 The BOABC agrees with the Province that the expected outcome in relation to the qualifications of building officials is to increase the competency and professionalism of building officials.

3.02 The BOABC agrees with the performance objectives, measures, and targets in relation to the qualifications of building officials as described in Schedule A.

ARTICLE 4

TERM

4.01 Notwithstanding the actual date of execution and delivery of the Previous Agreement or this Agreement, the term of the Previous Agreement

commenced on February 28, 2017. This Agreement ends on February 27, 2037, subject to renewal pursuant to section 4.02.

- 4.02 The Term will be automatically renewed for successive periods of five years each unless either party gives written notice of termination in accordance with the provisions of Article 11 of this Agreement.
- 4.03 The parties will review this Agreement within 60 days after every fifth anniversary of the first day of the Term, including any renewal of the Term under section 4.02.

ARTICLE 5

DELEGATION

- 5.01 The BOABC accepts responsibility for:
 - (a) the administration of the provisions of Division 1 of Part 3 [Building Officials] and Part 5 [Administrative Penalties], except section 30, of the Act; and
 - (b) the powers of the Minister under section 11 (3) (c) and section 11 (3) (d) of the Act, as specified in a Delegation Regulation.

ARTICLE 6

OBLIGATIONS OF THE PARTIES

- 6.01 The Province will consult and work collaboratively with the BOABC as the Province deems necessary and appropriate in respect of current and proposed legislation and regulations, government policy, or other building related issues which may directly impact the BOABC's administration of the provisions of the Act specified in a Delegation Regulation and provide reasonable notice to the BOABC of proposed changes in any of those matters.
- 6.02 The Province may:
 - (a) subject to section 15(2) of the Act, amend the Act as it deems appropriate;
 - (b) enact regulations under the Act as it deems appropriate;

- (c) review the activities and operations of the BOABC, including its audited financial statements, in relation to its administration of the provisions of the Act specified in a Delegation Regulation and in accordance with the performance objectives established in Article 3 and Schedule A of this Agreement; and
- (d) at its discretion and at the expense of the BOABC, retain independent auditors to conduct an audit of the business and operations of the BOABC in relation to its administration of the provisions of the Act specified in a Delegation Regulation.

6.03 The BOABC will:

- (a) carry out its administration of the provisions of the Act specified in a Delegation Regulation in accordance with this Agreement and the Act;
- (b) carry out its administration of the provisions of the Act specified in a Delegation Regulation in a manner that promotes an increase in the competency and professionalism of building officials, in support of the Province's goal of achieving greater consistency in the interpretation, application and enforcement of provincial building regulations;
- (c) work collaboratively with the Province on all matters in respect of its administration of the provisions of the Act specified in a Delegation Regulation;
- (d) work collaboratively with the Province in respect of the matters described in section 6.01;
- (e) develop processes and procedures for the implementation of the performance objectives identified in section 3.02 and Schedule A of this Agreement;
- (f) pursuant to section 14(3)(f) of the Act, the BOABC will provide the following reports to the Province:
 - (i) prior to July 1 of each year, the BOABC will provide to the Province a five year business plan that complies with the requirements described in Schedule B of this Agreement; and
 - (ii) within 90 days of the end of each Fiscal Year of the BOABC, the BOABC will provide to the Province an annual report that complies with the requirements

described in Schedule B. The first annual report will be provided to the Province after one full fiscal year has passed and that report will cover any partial fiscal year that preceded the first full fiscal year; and

- (g) for the purposes of section 6.02(d) of this Agreement, provide access to the Province and its employees to the BOABC's offices and records in relation to its administration of the provisions of the Act specified in a Delegation Regulation.

6.04 The Province may, upon reasonable notice to the BOABC,

- (a) require the BOABC to provide reports to the Province in addition to those required under section 6.03(f), or
- (b) waive the requirement for the BOABC to provide a report under section 6.03(f).

ARTICLE 7

CONTACTS AND ONGOING COMMUNICATIONS

- 7.01 Each of the parties will designate an employee and an alternate who will be the primary contact for all issues and communications related to this Agreement and to the administration of the Act, and will keep the other party informed of the names of the employee and the alternate.
- 7.02 The parties will make reasonable efforts to ensure that the persons designated in accordance with section 7.01 meet as necessary to discuss any issues or disputes related to the administration of the Act that may arise.
- 7.03 The parties will maintain a written communications protocol for matters related to building official qualifications or administrative penalties.
- 7.04 Any public announcement relating to this Agreement made by either party must be arranged in consultation with the other before the announcement is made.

ARTICLE 8

FINANCIAL TERMS

- 8.01 The BOABC will ensure that it has adequate financial and other resources to carry out its obligations under this Agreement and its administration of the provisions of the Act specified in a Delegation Regulation, all in accordance with its business plan.
- 8.02 In accordance with section 17 of the Act and the criteria established in any regulation enacted pursuant to sections 17(2) and 42(2) of the Act, the BOABC will establish and follow a fee setting process for fees to be paid to the BOABC in respect of its administration of the provisions of the Act. This section does not apply to any fees established by the BOABC that are authorized under the *Building Officials' Association Act*.
- 8.03 The BOABC will develop and implement a fee schedule in accordance with the principles established in Schedule C.
- 8.04 The BOABC will keep separate accounting records for its activities under the *Building Officials' Association Act* and its activities in respect of its administration of the provisions of the Act specified in a Delegation Regulation.

ARTICLE 9

RECORDS AND ACCESS

- 9.01 Subject to this Agreement, ownership of Provincial Records will remain with the Province.
- 9.02 Despite section 9.01, if necessary, as determined by the Province, the Province may provide the BOABC with access to and, if requested by the BOABC, with copies of Provincial Records and the BOABC may use such records for its legitimate purposes in its administration of the provisions of the Act specified in a Delegation Regulation.
- 9.03 The BOABC will manage the Building Act Records in accordance with the requirements in Schedule "D" of this Agreement.
- 9.04 The Province's right to solicitor and client privilege with respect to Provincial Records is not waived in any manner by the provision of any Provincial Records to the BOABC.
- 9.05 The BOABC will identify to the Province the BOABC's staff person responsible for the management of records related to this Agreement and a Delegation Regulation.

ARTICLE 10

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT REQUESTS

- 10.01 The parties agree that the BOABC has custody, for the purposes of the *Freedom of Information and Protection of Privacy Act*, of all Building Act Records.
- 10.02 If the Province receives a request for access to a Building Act Record under the *Freedom of Information and Protection of Privacy Act* the Province will transfer the request to the BOABC in accordance with section 11 of the *Freedom of Information and Protection of Privacy Act*.
- 10.03 Upon receipt by the BOABC of a transfer of a request under section 10.02, the BOABC will respond to such request in accordance with the *Freedom of Information and Protection of Privacy Act*.
- 10.04 Any requests received by the Province prior to February 28, 2017 for access to a record under the *Freedom of Information and Protection of Privacy Act* in respect of a matter in which it has been or is involved under the Act will be responded to and completed by the Province.
- 10.05 The parties will provide reasonable ongoing assistance to each other in respect of any request for access to a record under the *Freedom of Information and Protection of Privacy Act* referred to in section 10.03 and 10.04, including assistance in respect of any appeals or other actions taken in respect of such a request.
- 10.06 The parties may develop further protocols as to requests for access to records made under the *Freedom of Information and Protection of Privacy Act* in respect of any matter in which the Province has been or may be involved under the Act or this Agreement.
- 10.07 The Province's right to solicitor client privilege is not waived by the delivery of any Provincial Records to the BOABC or by the provision of access to Provincial Records under the terms of this Agreement.

ARTICLE 11

TERMINATION OF THIS AGREEMENT

- 11.01 Without limiting the powers of the Province under the Act or otherwise, the Province may terminate this Agreement and the BOABC's authority to administer the provisions of the Act specified in a Delegation Regulation

as a result of a decision of the BOABC to wind-up its operations, the insolvency or bankruptcy of the BOABC, or the failure of the BOABC to comply with the Act or this Agreement.

- 11.02 Despite section 11.01 above, if the BOABC fails to comply with the Act or this Agreement, the Province, before exercising its right to terminate this Agreement, may give the BOABC notice to remedy the failure to comply or to make progress satisfactory to the Province toward remedying the cause of the failure to comply and within a period of time specified in the notice.
- 11.03 Either party may terminate this Agreement on six (6) months prior written notice of termination to the other party.
- 11.04 To ensure that the requirements for the qualification of buildings officials under the Act are not disrupted, in the event a notice of termination is delivered by either party, the Province and the BOABC shall develop a termination plan that will include but not be limited to the following:
- (a) a list of the BOABC's assets and liabilities related to its administration of the provisions of the Act set out in a Delegation Regulation; and
 - (b) provisions for the transfer of the responsibility for the administration of the provisions of the Act and the transfer of the BOABC's assets and liabilities, if any, to the Province or to any successor administrative authority.

ARTICLE 12

INDEMNITY

- 12.01 The BOABC will indemnify and save harmless the Province, its employees and agents from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings suffered or incurred by or brought against the Province to the extent attributable to or arising out of:
- (a) the negligence of the BOABC, its directors, officers, or employees under or in connection with the BOABC's administration of the provisions of the Act specified in a Delegation Regulation;
 - (b) the BOABC's breach of this Agreement.
- 12.02 The parties will cooperate with one another for the purposes of either party's defence or other participation in litigation related to the BOABC's administration of the provisions of the Act specified in a Delegation

Regulation, including, without limitation, providing, at no cost to the requesting party, documentation, information, and witnesses in such litigation, where appropriate.

- 12.03 The BOABC will keep the Province informed of any proceedings or litigation in relation to its administration of the provisions of the Act specified in a Delegation Regulation by or against the BOABC or in which the BOABC is an interested party that may affect the interests of the Province.

ARTICLE 13

INSURANCE

- 13.01 The BOABC will, without limiting its obligations or liabilities under this Agreement or a Delegation Regulation and at its own expense, provide and maintain the following insurances with insurers licensed in Canada and in forms and amounts acceptable to the Province:
- (a) Commercial general liability insurance in an amount not less than ten million dollars (\$10,000,000.00) inclusive per occurrence, or such higher amount deemed necessary by the BOABC, against bodily injury, personal injury and property damage and including liability assumed under this Agreement. This policy will include the Province as additional insured, contain a cross-liability clause, and be endorsed to provide the Province thirty (30) days' advance written notice of material adverse change or cancellation;
 - (b) Directors and officers liability insurance with a limit of liability not less than five million dollars (\$5,000,000.00), or such higher amount determined to be necessary by the BOABC, for the benefit of any past or present directors or officers insuring against any loss resulting from any actual or alleged negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the directors and officers in the discharge of their legal duties, solely in their capacity as directors and officers of the BOABC;
 - (c) Blanket professional liability insurance covering the BOABC and its eligible professional employees in an amount not less than five million dollars (\$5,000,000.00) per claim, insuring against liability resulting from errors and omissions in its administration of the provisions of the Act specified in a Delegation Regulation under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of material adverse change or cancellation. If the BOABC is unable to arrange blanket

professional liability insurance for its eligible professional employees, the BOABC shall ensure that each eligible professional employee carries their own professional liability insurance.

- 13.02 All policies of insurance required under this Article will be primary and not require the sharing of any loss by any insurer of the Province.
- 13.03 Within 10 business days of the commencement of this Agreement and within 10 business days of renewal of a policy of insurance required under this Article, and otherwise upon request by the Province, the BOABC will deliver to the Province a "Province of British Columbia Certificate of Insurance", or if requested by the Province, a certified copy of the policy of insurance. No review or approval of any insurance certificate or insurance policy by the Province derogates from or diminishes the Province's rights or the BOABC's liability under this Agreement.
- 13.04 The Province may, from time to time, by notice to the BOABC, require the BOABC to:
- (a) change the amounts of the insurances required to be provided and maintained under this Article; or
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained under this Article;

and the BOABC will, within 90 days of receiving such notice, cause the amounts of the insurances to be changed or new types of insurance to be obtained and to deliver to the Province a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by the BOABC under this Article.

- 13.05 If the Province imposes an obligation on the BOABC by way of legislative or regulatory amendments, including without limitation by way of amendments to a Delegation Regulation, which gives rise to exposure to liability on the part of the BOABC for which the BOABC cannot reasonably obtain appropriate liability insurance, the BOABC will provide immediate notice to the Province in writing of the uninsured risk and the BOABC and the Province will identify appropriate measures to resolve the issue to the satisfaction of both parties.
- 13.06 The BOABC will obtain, maintain, and pay for any additional insurance which the BOABC is required by law to carry, or which the BOABC considers necessary to cover risks not otherwise covered by insurance specified in this Article in the BOABC's sole discretion.

ARTICLE 14

DISPUTE RESOLUTION

- 14.01 If there is a dispute between the parties under this Agreement, either party may by written notice to the other refer the dispute for resolution in the first instance to the Executive Director, Building and Safety Standards Branch of the Ministry, on behalf of the Province, and to the Executive Director of the BOABC, on behalf of the BOABC, who will each use reasonable efforts to resolve the dispute within the period of 14 days following the date it was referred to them.
- 14.02 If a dispute between the parties under this Agreement cannot be resolved in accordance with section 14.01, the dispute will be referred by the parties to a single arbitrator and be finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre in accordance with the Domestic Commercial Arbitration Rules of Procedure of the Centre, as amended from time to time.
- 14.03 The place of arbitration will be Victoria, British Columbia.
- 14.04 The arbitration will be conducted in private and the parties will use their best efforts to keep confidential
- (a) all materials submitted,
 - (b) all evidence tendered, and
 - (c) the decision rendered by the arbitrator,
- except where required by law or where the parties otherwise agree to waive such confidentiality.

ARTICLE 15

AMENDMENTS

- 15.01 This Agreement may be amended only by further written agreement between the parties.

ARTICLE 16

PROTOCOLS

16.01 The parties may develop protocol documents from time to time that address specified topics intended to further the purposes of this Agreement. In the event of a conflict between the provisions of any protocol document and this Agreement, the Agreement will prevail.

ARTICLE 17

PUBLIC DOCUMENT

17.01 Effective from and after the execution of this Agreement, this Agreement and any subsequent amendments to this Agreement will be public documents which may be disseminated by either party to any person and by any means.

ARTICLE 18

MISCELLANEOUS

18.01 Neither party will, in any manner whatsoever, commit or purport to commit the other party to the payment of any money to any person.

18.02 No partnership, joint venture or agency will be created or deemed to be created by this Agreement or any action of the parties under this Agreement or under a Delegation Regulation.

18.03 The BOABC will not, during the Term, perform a service or provide advice to any individual, corporation, firm, association or other legal entity where such activity will, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the BOABC to the Province under this Agreement and the obligations of the BOABC to such other individual, corporation, firm, association or other legal entity that prevents the BOABC from fulfilling its obligations under this Agreement.

18.04 Any notice, information, document, demand or payment (hereinafter referred to as "notices") provided for under this Agreement may be delivered or sent by letter or electronic mail. Any notice that is delivered will be deemed to have been received on delivery; any notice sent by electronic mail will be deemed to have been received one working day after having been sent; and any notice mailed will be deemed to have

been received eight (8) calendar days after being mailed. If to the Province:

Ministry of Housing
Housing and Land Use Policy Division
Building and Safety Standards Branch
4th Floor, 614 Humboldt Street
Victoria, British Columbia V8W 1A4
Telephone: 250 387-3133
Email: building.safety@gov.bc.ca

Attention: Executive Director,
Building and Safety Standards Branch

and if to the BOABC:

Building Officials' Association of B.C.
Suite 224
186 – 8120 No. 2 Road
Richmond, BC V7C 5J8
Telephone: 604-270-9516
Email: info@boabc.org

Attention: Executive Director

and any such notice, document, report, or payment so mailed will be deemed given to and received by the addressee on the third business day after the mailing of the same except in the event of disruption of postal services in Canada in which case any such notice, document, report, or payment will be deemed given to and received by the addressee when actually delivered to the address of the addressee set out above.

- 18.05 Either party may, from time to time, advise the other by notice in writing of any change of address or electronic mail address of the party giving such notice and from and after the giving of such notice, the address, or electronic mail address specified in the notice will, for the purposes of this Agreement, be deemed to be the address of the party giving such notice.
- 18.06 A reference in this Agreement to a statute whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof.

- 18.07 Unless the context otherwise requires, any reference to “this Agreement” means this instrument and its schedules and any reference to any Article, section or subsection by number is a reference to the appropriate Article, section or subsection in this Agreement.
- 18.08 The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.
- 18.09 In this Agreement, “person” includes an individual, corporation, firm, association and any other legal entity where the context or the parties so require.
- 18.10 Each schedule attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 18.11 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 18.12 If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 18.13 This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- 18.14 Neither party may assign this Agreement without the prior consent of the other party.
- 18.15 All dollar amounts expressed in this Agreement, if any, refer to lawful currency of Canada.
- 18.16 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the other party.

- 18.17 Time is of the essence of this Agreement.
- 18.18 This Agreement is governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.
- 18.19 For the purposes of sections 18.21 and 18.22, an “Event of Force Majeure” includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), wildfires, floods, storms, strikes (including illegal work stoppages or slowdowns), freight embargoes and power failure or other cause beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an “Event of Force Majeure”.
- 18.20 No party will be liable to another for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 18.21 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- 18.22 In this Agreement, words in the singular include the plural, and words in the plural include the singular, unless the context otherwise requires.

ARTICLE 19

PREVIOUS AGREEMENTS

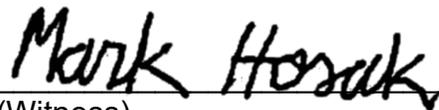
- 19.01 Upon the execution of this Agreement by the last of the Parties, this Agreement, together with the Schedules and all other documents or agreement referred to herein or therein, constitute the entire agreement of the Parties with respect to the subject matter of this Agreement, and cancel and supersede any other prior agreements, undertakings, declarations, commitments, representations, warranties, conditions, promises and understandings, whether written or oral, express or implied, statutory or otherwise among the Parties with respect to the subject matter of this Agreement.
- 19.02 Notwithstanding the foregoing, this Agreement does not terminate or amend any agreements in force on related subjects that bind the Parties.

This Agreement has been executed by the parties as of the date first written above.

SIGNED on behalf of **His Majesty**)
the King in Right of the Province)
of British Columbia by a duly)
authorized representative of the)
Ministry of Housing in the presence)
of:)

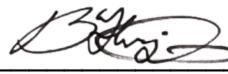


Minister of Housing



(Witness)

SIGNED on behalf of the **Building**)
Officials' Association of)
British Columbia by its)
duly authorized representative.)



President, Building Officials'
Association of British Columbia

SCHEDULE “A”

Outcomes and Performance Objectives of the BOABC

Confirmation document for Performance Measures/Indicators: Annual Report

Outcome	Sub Outcome	Performance Objective Details	Performance Measures / Indicators
Increased competency and professionalism of building officials.	The BOABC’s programs enhance the competency of building officials.	<ol style="list-style-type: none"> 1. The BOABC offers quality education that is accessible and relevant to building officials and other learners. 2. Educational offerings align with the competencies and scopes of practice for building officials. 3. Qualification exams align with the competencies and scopes of practice for building officials. 4. Qualification exams are available online at home and workplaces. 	<ol style="list-style-type: none"> 1. Quantitative performance measures to assess the quality, accessibility, and relevance of BOABC education. 2. Presentation and analysis of data related to: <ol style="list-style-type: none"> a) Course registrations and feedback b) Exams (number, pass rates, etc.) c) Credentials (qualifications, certifications, titles, etc.) d) Quantitative measures to assess the accessibility and quality of the exam and proctoring process.
	The BOABC's programs enhance the competency of building officials. ¹	<ol style="list-style-type: none"> 1. Building officials are educated and assessed based on the current building regulations. 	<ol style="list-style-type: none"> 1. Building Code change seminars and sessions are developed, improved, or delivered as needed, in collaboration with the Province. 2. Percent of building officials completing update education by the deadline. 3. Qualification exams are updated in a timely manner.

¹ If a Code change is major, the BOABC must offer a Code change seminar. If a Code change is minor, the BOABC must offer a Code education session. Whether a code change is categorized as major or minor will be jointly determined by the BOABC and the Province. If the parties disagree, the Province’s determination prevails. When a minister’s regulation enacting a major change to the BC Building Code is signed, exam content must be updated within a timeframe that is mutually agreed on between the BSSB and the BOABC.

Outcome	Sub Outcome	Performance Objective Details	Performance Measures / Indicators
	The BOABC enhances the professionalism of building officials.	<ol style="list-style-type: none"> 1. Continuing professional development (CPD) offerings align with competencies and emerging learning needs for building officials. 2. Building officials have access to CPD activities across BC, whether in-person or online. 	<ol style="list-style-type: none"> 1. Presentation and analysis of CPD data and trends (e.g., number of offerings, registrants, feedback). 2. Percent of building officials filing an annual report by the deadline. 3. Percent of building officials meeting CPD requirements by the deadline. 4. Number of building officials who are/are not members in good standing.
	The BOABC enhances the professionalism of building officials.	<ol style="list-style-type: none"> 1. Complaints under the <i>Building Act and Building Officials' Association Act</i> are managed through a process based on the principles of natural justice and administrative fairness. 	<ol style="list-style-type: none"> 1. Quantitative performance measures to assess access to and timeliness of the complaints process. 2. Presentation and analysis of complaints data and trends, including general information about the nature and outcome(s) of complaints and investigations.

Outcome	Sub Outcome	Performance Objective Details	Performance Measures / Indicators
	The BOABC's programs and services are continually improved to better meet the needs of building officials and partners.	<ol style="list-style-type: none"> 1. The BOABC uses feedback and data to identify and prioritize improvement opportunities. 2. The BOABC's commitment to continuous improvement is demonstrated through its business plan and budget priorities. 	<ol style="list-style-type: none"> 1. Presentation and analysis of feedback and data used to identify and prioritize improvement initiatives: <ol style="list-style-type: none"> a) Learning needs for building officials b) BOABC operational improvements c) Building regulatory system improvements 2. Presentation and analysis of data related to continuous improvement activities and initiatives: <ol style="list-style-type: none"> a) New or updated courses. b) New or updated exams. c) Policy, procedural or process improvements. d) Adoption of new or updated systems or technologies.
Greater consistency is achieved in the interpretation, application, and enforcement of provincial building regulations.	The BOABC contributes to increasing the consistent understanding and application of building regulations.	<ol style="list-style-type: none"> 1. The BOABC is responsive to Provincial and stakeholder plans or priorities. 2. The BOABC delivers and supports activities to help building officials and stakeholders consistently interpret and apply building regulations. 	<ol style="list-style-type: none"> 1. Presentation and analysis of data related to: <ol style="list-style-type: none"> a) BOABC involvement in Provincial and partner-organized consultations and initiatives b) Zone meeting attendance and activity c) Resources and practice advice for building officials and local authorities d) Code Interpretation Committee business and/or meetings
	The BOABC engages partners and stakeholders to enhance the building regulatory system.	<ol style="list-style-type: none"> 1. The BOABC communicates effectively with building officials and stakeholders. 2. The BOABC collaborates with partners to align education and training. 	<ol style="list-style-type: none"> 1. Presentation and analysis of data on communication activities: <ol style="list-style-type: none"> a) Direct communications b) Consultations c) Website (including Member forum) d) Social media 2. Summary of collaboration with other educational

Outcome	Sub Outcome	Performance Objective Details	Performance Measures / Indicators
			institutions and training providers.
	The BOABC is sustainable and capable of fulfilling its mandate and responsibilities over the long-term.	<ol style="list-style-type: none"> 1. The BOABC operates and maintains an effective governance model. 2. The BOABC provides quality service to building officials and stakeholders. 	<ol style="list-style-type: none"> 1. Quantitative measures to assess: <ol style="list-style-type: none"> a) Organizational value and effectiveness b) Confidence in organizational direction c) Quality, timeliness, effectiveness of service 2. Presentation and analysis of Executive Committee data, including meeting activity and key accomplishments. 3. Core governance documents are regularly reviewed and updated: <ol style="list-style-type: none"> a) Administrative Agreement b) Bylaws c) Policies and procedures d) Strategic Plan e) Annual Report 4. The three-year business plan and budget are updated annually. 5. Annual financial statements prepared by an independent auditor.

SCHEDULE “B”

Business Plan and Annual Report Requirements

1) Business Plan Requirements:

- Organization review
- Vision, mission
- Planning context and key strategic issues
- Goals, objectives, and performance measures and targets
- Financial outlook

2) Annual Report Requirements:

- Executive Summary
- Report on performance measures and indicators, including performance targets vs. actual results
- Report on administrative activities (development and delivery of training; development and delivery of exams; continuing professional development) and imposition of administrative penalties by the Registrar
- Statistical data and analysis on the training provided including number of attendees, results of training evaluations, number of exams written, and pass/fail rates
- Financial statements in respect of its administration of the provisions of the Act specified in a Delegation Regulation.

SCHEDULE “C”

Principles for Fee Schedule

1. The fee schedule will, over time, achieve a balance between the following principles:
 - (a) **Fairness** - fees will be established to reflect the cost recovery of services being provided by the BOABC.
 - (b) **Motivation** – the fee schedule will be structured to encourage and recognize compliance with the Act.
 - (c) **Simplicity** – categories of fees will be kept to a minimum and standardized wherever possible.

SCHEDULE "D"

Records Management by the BOABC

Requirements for Custody and Maintenance, Retention and Disposition of Provincial Records and Building Act Records

- 1.01 The *Information Management Act* and the *Freedom of Information and Protection of Privacy Act* and successor legislation will continue to apply to Provincial Records.
- 1.02 If any Provincial Record provided to the BOABC contains personal information (as that term is defined in the *Freedom of Information and Protection of Privacy Act*) the BOABC will use such information only:
- (a) for the purpose for which it was obtained or compiled by or for the Province or for a use consistent with that purpose; and
 - (b) in accordance with Part 3 of the *Freedom of Information and Protection of Privacy Act*.
- 1.03 The BOABC will:
- (a) not sell, destroy or otherwise dispose of Building Act Records or Provincial Records without the prior written approval of the Province;
 - (b) return Provincial Records and transfer all Building Act Records to the Province immediately upon receipt of the written instructions of the Province or upon termination of this Agreement;
 - (c) maintain the safe keeping and integrity of Building Act Records and any Provincial Records;
 - (d) permit the Province to have access to Building Act Records at all reasonable times;
 - (e) manage any Provincial Records in accordance with the recorded information management policies and procedures of the Province, as amended from time to time;
 - (f) manage the Building Act Records in accordance with its recorded information management policies and procedures;

- (g) maintain a list of its personnel who are authorized to access Provincial Records and provide the Province with a current copy of the list and all amendments to it from time to time;
 - (h) keep the Province informed, in a timely manner, of any proposed changes to its recorded information management policies and procedures; and
 - (i) upon request by the Province, permit the Province to review its recorded information management policies and procedures.
- 1.04 The Province will provide the BOABC with reasonable access to any Provincial Records as required by the BOABC to fulfill its obligations under this Agreement and its administration of the provisions of the Act specified in a Delegation Regulation.
- 1.05 Where possible, the Province will provide the BOABC with reasonable notice of any changes to policies or procedures referred to in section 1.03(e).