

**TOWNSHIP OF GEORGIAN BLUFFS**

herein referred to as the Georgian Bluffs

-and-

**THE CORPORATION OF THE CITY OF OWEN SOUND**

herein referred to as Owen Sound

**MEMORANDUM OF UNDERSTANDING**

**WHEREAS** Georgian Bluffs needs staffing assistance for Fire Prevention, on a temporary basis to cover a period of staffing shortage; and

**WHEREAS** Owen Sound is prepared to assist Georgian Bluffs during this period by providing properly qualified and training fire prevention staff to undertake certain duties as detailed in this agreement.

**NOW THEREFORE** Georgian Bluffs and Owen Sound confirm their mutual understanding of, and agreement to the following terms:

**1. Proportionate Share of Services**

- 1.1. Georgian Bluffs has determined that it requires a Fire Prevention Officer/Inspector approximately one (1) day per week.
- 1.2. Owen Sound's Fire Prevention Officer and Fire Prevention Inspector shall be authorized to perform the duties of Fire Prevention Inspector for Georgian Bluffs retroactive to January 1, 2024.

**2. Amendment**

- 2.1. Any revisions or changes to this Memorandum of Understanding must be in writing and signed off by both parties.
- 2.2. At any time during the term of this agreement and upon 30 days written notice if Owen Sound's Fire Prevention Services finds that the additional work load created by this agreement has become excessive to the point of detriment to the level of service their department can provide to both the residents of Owen Sound and Georgian Bluffs, the Fire Chief may reduce the level of service being provided to Georgian Bluffs by providing written notice to the Chief Administrative Officers for both municipalities.

2.3. If written notice is provided under this section by the Fire Chief, the situation shall be re-evaluated after a 30-day period has elapsed from the date of the original notice. This evaluation after the 30-day period will determine if the workload continues under a reduced format or if the workload will revert to the original arrangement.

### **3. Administrative Matters**

3.1. The Fire Prevention Officer/Inspector will report to the Fire Chief or in the absence of the Fire Chief the Deputy Fire Chief for the Inter Township Fire Department (ITFD).

3.2. Fire Prevention services will be available one (1) day per week for Georgian Bluffs. Daily office hours are 8:00am to 4:30pm. The Fire Prevention Officer/Inspector has discretion to vary the assigned days as appropriate.

3.3. Georgian Bluffs will provide the Fire Prevention Officer/Inspectors with an office or other workspace at the ITFD, including building access, office supplies, an email account, access to associated databases and computer programs. A golf shirt and jacket with the Georgian Bluffs logo on it will be provided to the Fire Prevention Officer and the Fire Prevention Inspector.

3.4. When providing services for Georgian Bluffs, the Fire Prevention Officer/Inspector will be provided Workplace Safety and Insurance Board (WSIB) coverage.

### **4. Staff Duties**

4.1. The Fire Prevention Officer/Inspector will be responsible for the following:

- Ontario Fire code enforcement through building inspections including plans review on an as needed basis.
- Complaint request, routine, and mandatory fire inspections.
- Fire investigation services if requested.
- Scene support only when requested by the ITFD Fire Chief or Deputy Fire Chief.
- Support for the planning and by-law department on an as needed basis.

4.2. The Fire Prevention Officer/Inspector shall perform their duties in a timely manner work related to the duties as identified in this agreement.

### **5. Service Fees**

5.1. Owen Sound will invoice Georgian Bluffs at a rate of \$850.00 per day for the time spent by the Fire Prevention Officer/Inspector in providing service to the Township of Georgian Bluffs as authorized by this agreement.

5.2. Owen Sound will invoice Georgian Bluffs monthly for the hours of work incurred by staff in performing the duties as detailed in this agreement.

## **6. Vehicle Access**

6.1. The Fire Prevention Officer/Inspector will have access to an ITFD vehicle to use to perform the duties as detailed in this agreement.

6.2. While performing duties for Georgian Bluffs, the Fire Prevention Officer/Inspector will track the mileage on the ITFD vehicle.

## **7. Data Sharing Protocol**

7.1. The Municipalities shall maintain confidentiality for any data shared between them unless that data is publicly available, or they receive permission from the other Party to do otherwise.

7.2. The Municipalities shall abide by provincial Freedom of Information and Protection of Privacy legislation for the data shared between them under this Agreement.

## **8. Indemnification**

8.1. Georgian Bluffs agrees that it shall, at all times, indemnify and save harmless Owen Sound its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings made, sustained, brought or prosecuted that are based upon, or caused in any way by anything done or omitted to be done by Owen Sound's Fire Prevention Officer/Inspector in connection with services performed, purportedly performed or required to be performed by the Fire Prevention Officer/Inspector under this Agreement.

8.2. Georgian Bluffs agrees at any time while Owen Sound's Fire Prevention Officer/Inspector are acting solely on behalf of and under the direction and supervision of Georgian Bluffs, Georgian Bluffs hereby agrees to accept all liabilities associated therewith in the same manner as if Owen Sound's Fire Prevention Officer/Inspector was acting on behalf of and as an employee of Georgian Bluffs.

## **9. Insurance**

9.1. Georgian Bluffs hereby agrees to provide confirmation of insurance to Owen Sound for Public Entity General Liability and Errors and Omissions insurance while Owen Sound's Fire Prevention Officer/Inspector is acting solely on behalf of and under the direction and supervision of Georgian Bluffs, for a minimum limit of Five Million (\$5,000,000) for each policy. Owen Sound shall be added as

an additional insured to the General Liability policy. Prior to the commencement of services and upon the placement, renewal, amendment or extension of all or any part of the insurance, Georgian Bluffs shall promptly provide Owen Sound with confirmation of coverage in the form of a certificate of insurance and, if required, a certified true copy(s) of the policy(s) certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the services provided.

9.2. Georgian Bluffs agrees to be responsible for all legal expenses required to prosecute any and all matters related to this agreement and the services provided.

## **10. Mutual Understanding**

10.1. This staff sharing agreement shall be contingent on a mutual understanding between the parties that there will be a service delivery priority given to Owen Sound clients by staff members identified in this agreement should there be a conflict in response time or allocation of staff between the two parties.

## **11. Termination**

11.1. Either party to this agreement may terminate the agreement by providing 30 days' notice in writing to the other party.

## **12. Dispute Resolution**

12.1. If a dispute arises as to the interpretation, application and/or execution of this Memorandum of Understanding, the parties will confer in good faith to resolve the dispute.

12.2. The parties will each bear their own costs associated with the determination of disputes arising under this Memorandum of Understanding, including but not limited to legal costs.

IN WITNESS WHEREOF, the Municipalities have executed this Agreement under their respective corporate seals and by the hands of their proper officers duly authorized in that regard.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024 in \_\_\_\_\_,  
Ontario.

Township of Georgian Bluffs

City of Owen Sound

Per:

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Niall Lobley, CAO

Per:

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Tim Simmonds, City Manager