

*GIS and Asset Management Coordinator
Shared Services Agreement*

This agreement made this_____ day of_____, 2023.

Between:

*The Corporation of the Township of Southwold
(Hereinafter referred to as "Southwold")*

*Of the First
Part*

- and -

*The Corporation of the Municipality of Dutton/Dunwich
(Hereinafter referred to as "Dutton/Dunwich")*

Of the Second Part

- and -

*The Corporation of the Municipality of West Elgin
(Hereinafter referred to as "West Elgin")*

Of the Third Part

Whereas the Councils of Southwold, Dutton/Dunwich and West Elgin wish to share resources between the municipalities for GIS and Asset Management Coordinator;

And Whereas Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

Now Therefore the parties hereto mutually agree as follows:

General

1. That the services of the Southwold GIS and Asset Management Coordinator will be shared with Dutton/Dunwich and West Elgin to:
 - a. Provide administration of the asset database management and Geographical Information Systems of each respective municipality;
 - b. Provide mapping services for each municipality;

- c. Assist the three partner municipalities with the development and ongoing maintenance of the corporate asset management program including: updating the asset database; collecting and maintaining GIS related data; acquiring relevant field data; supporting the finance department in PSAB related entries; and performing lifecycle analysis related to the rehabilitation or upgrade of each municipality's various infrastructure assets.
2. Schedule "A" attached hereto and forming part of this agreement is the GIS and Asset Management Coordinator job description, which sets out the main responsibilities and working conditions for the GIS and Asset Management Coordinator while performing duties for Southwold, Dutton/Dunwich, and West Elgin.
3. The GIS and Asset Management Coordinator shall be an employee of Southwold and shall be subject to the employment policies and procedures, as adopted and implemented, by Southwold.
4. The GIS and Asset Management Coordinator's immediate supervisor is the Southwold Director of Infrastructure and Development.
5. While providing service to Dutton/Dunwich, the GIS and Asset Management Coordinator shall comply with Dutton/Dunwich operating policies and procedures. The Dutton/Dunwich CAO/Treasurer shall be the GIS and Asset Management Coordinator's immediate supervisor for operational matters in Dutton/Dunwich. Operational matters do not include the GIS and Asset Management Coordinator's employment terms, human resources or disciplinary matters. Any concerns or issues from Dutton/Dunwich about GIS and Asset Management Coordinator's employment matters shall be directed to the Southwold CAO/Clerk.

6. While providing service to West Elgin, the GIS and Asset Management Coordinator shall comply with West Elgin operating policies and procedures. The West Elgin Manager of Operations & Community Service shall be the GIS and Asset Management Coordinator's immediate supervisor for operational matters in West Elgin. Operational matters do not include the GIS and Asset Management Coordinator's employment terms, human resources or disciplinary matters. Any concerns or issues from West Elgin about GIS and Asset Management Coordinator's employment matters shall be directed to the Southwold CAO/Clerk.
7. The GIS and Asset Management Coordinator, Southwold Director of Infrastructure and Development shall be authorized to determine administrative and scheduling details to implement this agreement.

Service Provision and Cost Sharing

8. The parties agree that GIS and Asset Management Coordinator Services provided under this agreement shall be provided equally to Southwold, Dutton/Dunwich, and West Elgin, based on a 40 hour work week.
9. The parties recognize that due to the nature of asset collection projects, availability of resources, weather, support staffing, meetings, training, and other non-routine events, there is not the expectation that time will be balanced over each day or week. Balancing of time dedicated to Southwold, Dutton/Dunwich, and West Elgin will be viewed over a longer period of time, such as monthly or quarterly.
10. The following GIS and Asset Management Coordinator costs will be shared equally by Southwold,

Dutton/Dunwich, and West Elgin:

- a) Wages*
- b) Manulife Benefits*
- c) OMERS Pension Contributions*
- d) Small equipment used exclusively by the GIS and Asset Management Coordinator*
- e) Conference Attendance*
- f) GIS and Asset Management Coordinator Training applicable to all municipalities*
- g) Travel for common activities, including meetings, conferences, training at the current Southwold travel rate*
- h) Meals and accommodation for common activities*

11. Should it be determined that there is a significant imbalance of time attributable to one of the municipalities, that portion greater than 40% will be treated as a surcharge or credit at year end, as applicable, based on the Wages, Benefit and OMERS portion of the costs only.

12. Southwold shall invoice Dutton/Dunwich West Elgin on a quarterly basis for GIS and Asset Management Coordinator Services provided. The invoice provided shall include details on costs, hours worked and vehicle usage.

13. The GIS and Asset Management Coordinator will record information related to hours worked in each municipality, along with hours that are common GIS and Asset Management Coordinator duties attributable to all municipalities for payroll purposes. Southwold will provide reports on a regular basis to the GIS and Asset Management Coordinator to adjust hours to maintain

overall balance and reports will be provided to inform possible future amendments to this agreement.

14. Vacation Time, Sick Leave and Statutory Holiday time taken by the GIS and Asset Management Coordinator shall be attributable to Southwold, Dutton/Dunwich and West Elgin equally. The GIS and Asset Management Coordinator will be required to ensure actual time worked is adjusted accordingly to account for Vacation, Sick Leave and Statutory Holiday time actually taken.
15. The reporting location for the GIS and Asset Management Coordinator when attending Dutton/Dunwich shall be 199 Currie Road, Dutton ON NOL 1J0. The reporting location for the GIS and Asset Management Coordinator when attending West Elgin shall be 22413 Hoskins Line, Rodney ON NOL 2C0. It is understood by all parties that due to the nature of services being provided by the GIS and Asset Management Coordinator, service provided will not be exclusive to the municipality in which the GIS and Asset Management Coordinator is working from and services in common for all municipalities could be provided from any location. It is agreed that the GIS and Asset Management Coordinator will work primarily within the Southwold office or remotely, in accordance with Southwold human resources policies and procedures.
16. Each municipality shall provide an appropriate workspace for providing GIS and Asset Management Coordinator services, in accordance with approved service levels.

17. The Township of Southwold will provide computer and communication equipment that can be utilized for all municipalities. Any service subscriptions and software requirements that are exclusive to one municipality, are the responsibility of that municipality.

Ongoing Review

18. The GIS and Asset Management Coordinator, West Elgin Manager of Operations & Community Service, Dutton/Dunwich CAO/Treasurer and Southwold Director of Infrastructure and Development shall meet annually to review operation of this agreement. Each municipality's CAOs are authorized to make administrative and minor operational adjustments for efficient implementation of this agreement, upon mutual agreement.
19. On an annual basis, the CAO of each municipality shall report to their respective Council on the operation of this agreement.

Agreement Term

20. This agreement shall commence on **DATE** and shall continue until amended or terminated in accordance with the provisions set out in this agreement.

Agreement Amendment

21. This agreement may be amended at any time, subject to agreement by all parties. Any amendment shall be in writing and approved by the respective municipal Councils.

Agreement Termination

22. Either party may terminate this agreement by providing written notice to the other party.

23. Termination of the agreement will take place 6 months after notification has been provided in writing and acknowledged by the other parties, or at another date, mutually agreed upon, in writing, by the parties.

GIS and Asset Management Coordinator Resignation, Termination, Inability to Fulfil Position

24. Should the GIS and Asset Management Coordinator be unable to fulfill the responsibilities and requirements set out in this agreement, Southwold shall:
- a) immediately notify West Elgin and Dutton/Dunwich
 - b) work collaboratively with West Elgin and Dutton/Dunwich to maintain the provision of GIS and Asset Management Coordinator services in the short-term, until the GIS and Asset Management Coordinator position is filled, or another course of action is determined
25. Notwithstanding Section 22, either party may immediately terminate this agreement if the GIS and Asset Management Coordinator is unable to fulfill the responsibilities and requirements set out in this agreement.
26. Southwold shall not be held liable for failure to provide service under this agreement should the GIS and Asset Management Coordinator be unable to fulfill the responsibilities and requirements contained in this agreement.

GIS and Asset Management Coordinator Recruitment

27. Should Southwold be required to recruit to fill the GIS and Asset Management Coordinator position, West Elgin and Dutton/Dunwich shall be entitled to have up to one Senior Management member participate in the interview process and provide input to determine the preferred candidate. Southwold shall take into consideration input

from West Elgin and Dutton/Dunwich interviewers, but the final determination on the candidate to be selected and employment terms shall be determined by Southwold.

Written Notice

28. Where required under this agreement, written notice shall be provided as follows:

Township of Southwold
Attn:
CAO/Clerk
35663 Fingal
Line Fingal ON
NOL 1K0

Municipality of West Elgin
Attn: CAO/Treasurer
22413 Hoskins
Line Rodney ON
NOL2C0

Municipality of Dutton/Dunwich
Attn: CAO/Treasurer
199 Currie Road,
Dutton ON NOL
1J0

Severability

29. The parties agree that in the event that any provision, clause, Article or attachment herein, or part thereof, which form part of the agreement, are deemed void, invalid or

unenforceable by a court of competent jurisdiction, the remaining provisions, clauses, Articles, attachments or parts thereof, shall be and remain in full force and effect.

Governing Law

30. Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Insurance and Liability

31. Southwold, Dutton/Dunwich and West Elgin agree that they will each maintain insurance policies with the following provisions for the duration of this agreement:
- a. A Broad Form Property Policy insuring against loss or damage to any kind of owned, rented or leased equipment or property that is being used or could be used to provide GIS and Asset Management Coordinator Shared Services pursuant to this agreement in an amount not less than the full replacement cost.
 - b. A General Liability Policy insuring against injury or damage to persons or property, underwritten by an insurer licensed to conduct business in the Province of Ontario with a limit of not less than \$5,000,000. The policy shall be endorsed to include each parties to the agreement as an additional insured with respect to the GIS and Asset Management Coordinator Shared Service Agreement. The policy shall further be endorsed to include cross-liability, contractual liability and personal injury.

Mutual Indemnification

32. Southwold covenants and agrees that it shall indemnify, defend and save harmless West Elgin and Dutton/Dunwich from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of Southwold to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of West Elgin and Dutton/Dunwich. This indemnity shall survive the early termination or expiry of this Agreement.

33. West Elgin covenants and agrees that it shall indemnify, defend and save harmless the Southwold and Dutton/Dunwich from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the West Elgin to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is caused by the negligence or willful misconduct of the Southwold and Dutton/Dunwich. This indemnity shall survive the early termination or expiry of this Agreement.

34. Dutton/Dunwich covenants and agrees that it shall indemnify, defend and save harmless the Southwold and West Elgin from any liability, cost, demands, damages, expenses, claims and suits arising out of or in any way related to the obligations of the Dutton/Dunwich to carry out the work or otherwise meet the obligations provided for in this Agreement, including the failure to perform such work adequately or at all, except to the extent that same is

caused by the negligence or willful misconduct of the Southwold and West Elgin. This indemnity shall survive the early termination or expiry of this Agreement.

Counterpart Signing

35. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

IN WITNESS WHEREOF the said parties have duly executed this agreement by their proper authorized officers in that behalf and affixed their Corporate Seals.

The Corporation of the Township of Southwold

Mayor

Clerk

The Corporation of the Municipality of Dutton/Dunwich

Mayor

Clerk

The Corporation of the Municipality of West Elgin

Mayor

Clerk

