

Memorandum of Understanding (MOU)

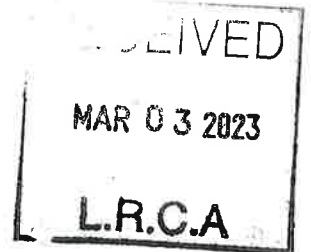
Between

Lakehead Region Conservation Authority (LRCA)



And

Lakehead Rural Planning Board (LRPB)



Pertaining to access to Lakehead Region Conservation Authority Online Mapping website and provision of GIS services to centralize, maintain and update municipal information specifically related to the unorganized Townships of Gorham and Ware under the jurisdiction of the LRPB.

1.0 Background:

LRCA will provide GIS services and access to the LRCA Web Based Map Viewer to access and query properties on screen, create, and print site maps. This will integrate LRPB available planning layers (i.e. zoning and Official Plan designations) and available GIS layers in Lakehead's mapping website. This project will result in more efficient land use planning and provide GIS capabilities for LRPB.

2.0 Roles and Responsibilities:

The parties agree to adhere to all FIPPA/MFIPPA legislation.

2.1 LRCA (Service Provider):

- Will aim to achieve 100% availability of the website and availability of GIS professional services; however, as with all web services there will be periods, where due to circumstances beyond our control, services may be unavailable.
- Work with partner to determine optimal database setup.
- Provide training to partner as required.
- Maintain and enhance the web site and update the data layers as required.
- Host meetings or teleconferences as required to explore future needs and desired enhancements.

- Understand the intellectual property remains with the data providers and the LRCA is not responsible for omissions or errors as outlined in Appendix B.

2.2 Lakehead Rural Planning Board (Partner):

- Will commit to the project for a period of 1 year from the date of signature
- Provide annual service fee as outlined in Appendix A.
- Provide planning data to LRCA on agreed upon time basis for integration into web accessible database.
- Will use the website and report to LRCA on any identified issues.
- Explore future needs and desired enhancements with LRCA through discussions/meetings.
- Participate in training offered by LRCA.
- Use up-to-date local anti-virus software as LRCA is not responsible for infection of end-user devices.
- Understand the intellectual property remains with the data provider and the LRCA is not responsible for omissions or errors as outlined in Appendix B.

3.0 Effective Date and Signatures:

This agreement will commence on January 1, 2023 for a one-year period terminating December 31, 2023 and can be amended and/or renewed as agreed to by the parties.

The Parties noted below have the authority to bind their respective agencies.

Donna Blunt

Donna Blunt

Chair,

Lakehead Region Conservation Authority

Jan 27/23
Date

Tammy Cook

Tammy Cook

Chief Administrative Officer

Lakehead Region Conservation Authority

Jan 20/23
Date

Bernie Kamphof

Bernie Kamphof

Chair

Lakehead Rural Planning Board

Feb 7/23
Date

Appendix A: Annual Service Fee:

Core Service per year is \$3,000 plus HST which includes:

- basic support and training
- web mapping services maintenance/management
- periodic data updates with most up-to-date information available and information provided by partner
- adding/programming new features/enhancements as agreed to by both parties
- Official Plan and Zoning By-Law mapping assistance during comprehensive updates
- Printing of large format paper maps as required (limits on number of maps printed in a given year may be set if warranted (i.e. greater than 20 in a given year))

Additional GIS Services

- Other GIS services not within the scope of this Agreement can be provided by the LRCA under a separate agreement.

Appendix B: Data Sharing Agreement:

The data is provided "as is" without any guarantee, representation, condition or warranty of any kind, either expressed, implied or statutory, including but not limited to the implied warranties and representations of merchantability and fitness for a particular purpose. The **Lakehead Region Conservation Authority**, its directors, employees and agents are not liable to the user of the data for any direct, indirect, special, consequential or exemplary damages, or damages of any nature.

All digital data may not be transferred, sublicensed, sold (commercially or privately), or lent out to any other entity other than the **LRPB or LRCA**.

The Data or Third-Party Data may not be used to create any derivative products, in whole or part, without express written consent of the data provider.

The Service Provider does not assume any liability with respect to the contents and accuracy thereof of any derivative products.

