

Memorandum of Understanding Mapping Service

This Memorandum of Understanding (MOU)
made this 31 day of January, 2024.

BETWEEN:

THE LAKEHEAD REGION CONSERVATION AUTHORITY
referred to as the "LRCA"

AND:

MUNICIPALITY OF OLIVER PAIPOONGE
referred to as the "Municipality".

1. PURPOSE

The purpose of the Memorandum of Understanding (MOU) is for the Municipality to retain the services of the LRCA to provide a Web-based Mapping Service including storage, backup and ongoing maintenance/update of local Municipal spatial data utilizing GIS.

2. RESPONSIBILITIES

a. The LRCA and Municipality agree that:

- i. The Agreement applies to the Municipality and area under its jurisdiction.
- ii. Both parties will follow all *Freedom of Information and Protection of Privacy Act* (FIPPA) and *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) applicable legislation.
- iii. The LRCA is not responsible for errors or omissions contained in provincial data or data provided by the Municipality.

b. LRCA

- i. Provide access to a web-based mapping tool.
- ii. Maintain the mapping tool to provide access to up-to-date provincial and local municipal data (i.e., imagery, roads, asset data, Official Plan and Zoning data, etc.).
- iii. Complete updates to Comprehensive Zoning By-Law and Official Plan mapping, as directed by the Municipality, including working with Planners.
- iv. Maintain and update municipal spatial data layers (i.e., Official Plan, Zoning, Source Water Protection, roads, asset management, etc.).
- v. Create and provide GIS spatial data and electronic maps in PDF format, when requested.
- vi. Provide Municipal staff with training on how to use the online mapping tool as required.
- vii. Create and provide local maps when requested.

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- viii. Print large format maps as required (limits on number of maps printed per year may be set if warranted (i.e., greater than 50 maps per year).
- ix. Provide continuous service; however, as with all web services there may be periods where due to circumstances beyond our control, services may be unavailable.

c. Municipality

- i. Will report any issues with the service in a prompt manner.
- ii. Participate in training offered by the LRCA.
- iii. Utilize and maintain up-to-date anti-virus software.
- iv. Provide municipal data in the LRCA specified format.
- v. Provide feedback on any required updates or enhancements to the service.

3. LIMITATIONS

- a. 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 LRCA 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.
- b. All digital data may not be transferred, sublicensed, sold (commercially or privately), or lent out to any other entity other than the Municipality or LRCA.
- c. 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.
- d. The LRCA does not assume any liability with respect to the contents and accuracy thereof of any derivative products.

4. FEE

The annual fee for the Mapping Service will be \$12,350 plus HST.

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

5. TERM

- a. The term of this MOU shall be one (1) year, for the period of January 1, 2024 to December 31, 2024.
- b. Any party may terminate this Agreement at any time upon delivering one month written notice of termination, to all of the other parties, which notice shall be deemed to be received on the third business day from the date of mailing.

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6. NOTICE

Any notice required or permitted to be given under this Memorandum of Understanding shall be in writing and shall be served personally, or sent by e-mail, fax or by prepaid registered mail addressed as follows:

a. in the case of the LRCA:

Lakehead Region Conservation Authority
Attention: Chief Administrative Officer
P.O. Box 10427
130 Conservation Road
Thunder Bay, Ontario
P7B 6T8
Email: info@lakeheadca.com
Fax: (807) 345-9156
Phone: (807) 344-5857

b. in the case of the Municipality:

Municipality of Oliver Paipoonge
Attention: Chief Administrative Officer
3250 HWY 130,
Rosslyn, Ontario
P7K 0B1

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IN WITNESS WHEREOF the Lakehead Region Conservation Authority has caused its Corporate Seal to be affixed and attested by its proper signing Officers duly authorized in that behalf and the Municipality has hereunto set the Municipality's hand and seal.

LAKEHEAD REGION CONSERVATION AUTHORITY

Tammy Cook
Chief Administrative Officer

Tammy Cook
Chief Administrative Officer (Signature)

January 17, 2024
Date

MUNICIPALITY OF OLIVER PAIPOONGE

Wayne Hanchard, CAO / Clerk
Name and Title

[Signature] ^{WCH} *Wayne Hanchard*
CAO/Clerk (Signature)

January 31, 2024
Date