

# **Memorandum of Understanding (MOU)**

**Between**

**Lakehead Region Conservation Authority (LRCA)**



**And**

**Township of Dorion**



Pertaining to access to LRCA Mapping website and provision of GIS services to centralize, maintain and update municipal information.

## **1.0 Background:**

Lakehead Region Conservation Authority (LRCA) will Provide GIS Service and access to the LRCA Web Based Map Viewer to Access and View properties on screen. This will integrate municipal and Conservation Authority information in Lakehead's mapping website. This project will result in more efficient land use planning, reduced duplicate effort, and GIS capacity for Dorion.

## **2.0 Roles and Responsibilities:**

The parties agree to adhere to the principals of FIPPA/MFIPPA as private data is only exchanged for confidential internal business purposes.

### **2.1 Lakehead Region Conservation Authority**

- 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 will be unavailable and will advise the Township appropriately.
- Work with partner to determine optimal database setup.
- Provide training as required to partner.
- Maintain and enhance the web site and database as required.
- Host meetings (in person or virtual) or teleconferences as required to explore future needs and desired enhancements.

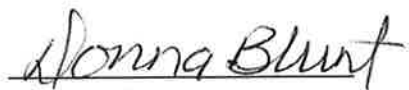
- Understand the Intellectual property remains with the data provider and partner is not responsible for omissions or errors as outlined in Appendix B.
- Provide a disclaimer respecting partners data policies for any public use of the website.

## **2.2 Township of Dorion:**

- Will commit to the project for a 12-month period from the effective date.
- Provide annual service fee as outlined in Appendix A.
- Maintain planning data in an agreed upon structure.
- 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 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, 2022 for a 12-month period terminating December 31, 2021 and can be amended and/or renewed as agreed to by the parties.



Donna Blunt

Chair

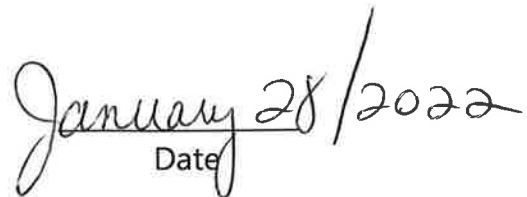
Lakehead Region Conservation Authority

  
Date




Tammy Cook

Chief Administrative Officer

  
Date

Lakehead Region Conservation Authority



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Mavis Harris  
Clerk-Treasurer  
Township of Dorion

February 23, 2022  
Date

## **Appendix A: Annual Service Fee:**

Core Service \$ 650 plus HST/year, which includes:

- basic support and training
- web mapping services maintenance/management
- periodic data updates with information provided by partner
- periodic data uploads to web mapping service for use by partner
- adding/programming new features/enhancements as agreed to by both partners
- 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 50 in a given year))

### **Additional GIS Services**

- Other GIS services not within the scope of this agreement will be charged separately, with prior approval from each party.

## **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 **Township of Dorion**, 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 either than the **Township of Dorion or LRCA**.

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

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