

# THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 06-676

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**Being a by-law to authorize the execution of a Memorandum of Understanding between The Northeastern Ontario Geographic Information System (GIS) Centre of Excellence which include the following partners: City of Timmins, Town of Kirkland Lake, Town of Black River Matheson, Town of Iroquois Falls, City of Temiskaming Shores, Town of Moosonee and the Municipality of Temagami.**

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**WHEREAS** under Section 8 of the Municipal Act, 2001, S.O., 2001 C.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

**AND WHEREAS** under section 9. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, Section 8 shall be interpreted broadly so as to confer broad authority on municipalities to enable them to govern their affairs as they consider appropriate and to enhance their ability to respond to municipal issues.

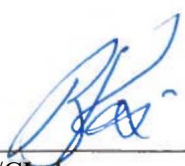
**NOW THEREFORE** the Council of the Corporation of the Municipality of Temagami enacts as follows:

1. The Mayor and Chief Administrative Officer be authorized to execute the Memorandum of Understanding on behalf of the Corporation of the Municipality of Temagami, affix the Seal of the Corporation, and deliver the attached agreement known as Schedule 'A' to this By-law and forming part of the By-law;
2. This By-law shall come into force and take effect upon the final passing thereof.

Read a first and second time this 14<sup>th</sup> day of September, 2006.

Read a third time and finally passed this 14<sup>th</sup> day of September, 2006.

  
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Mayor

  
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CAO/Clerk

# **DRAFT MEMORANDUM OF UNDERSTANDING (MOU)**

## **The Northeastern Ontario Geographic Information System (GIS) Centre of Excellence**

### **Which include the following partners**

City of Timmins  
Town of Kirkland Lake  
Town of Black River Matheson  
Town of Iroquois Falls  
City of Temiskaming Shores  
Town of Moosonee  
and the Town of Temagami

### **Background**

The Northeastern Ontario GIS Centre of Excellence recognizes the importance and benefits of utilizing GIS technology to support municipal operations and to facilitate cooperative regional initiatives. GIS stands for Geographic Information System and can be defined as,

“An organized collection of computer hardware, software, geographic data, and personnel designed to efficiently capture, store, update, manipulate, analyze, and display all forms of geographically referenced information” (*Understanding GIS: The ARC/INFO Method, Redlands, CA: Environmental System Research Institute, 1990*).

The initial and ongoing success of the Centre of Excellence is contingent on strong partnership approaches involving municipal, private and other public partnerships including senior orders of government. The adoption of GIS technology will encourage the collection and conversion of standardized data, data sharing, the integration of data sets, shared hardware and software applications that would facilitate data base storage, retrieval, queries and associated reports and mapping. In the end, the partnership is anticipated to realize operational efficiencies, facilitate better and faster decision-making, promote safer communities and to improve the economic/tourism development readiness.

### **Purpose & Objectives**

The purpose of this MOU is to formalize a cooperative partnership between the participating municipalities to share resources for the purpose of developing and

implementing a Municipal GIS Centre of Excellence within Northeastern Ontario. The key objectives include:

- To promote GIS technology development, knowledge sharing/transfer, and to develop new skill sets for residents and business people in Northeastern Ontario;
- To benefit from economies of scale through joint purchases of equipment, hardware, software, training, staffing support and consultant services;
- To implement a cost effective GIS solution to support municipal operations and decision-making and to promote economic and tourism development;
- To better promote the sharing and integration of data within (local) and between partner municipalities (regional) through standardized approaches to data collection/conversion/storage and software application development;
- To realize a regional partnership model that would work to strengthen Northeastern Ontario and better position partners to leverage senior government support for GIS implementation (and particularly data collection) and to assist with on ongoing operating costs; and
- Once the implementation phase is completed, to explore and develop partnership opportunities with other public and private sectors to further enhance GIS approaches in the region.

### **Organization and Management**

There are 3 levels involved in the governance of this MOU and associated activities. These are depicted in Schedule "A" of this MOU and are described in detailed below:

**Project Manager:** This MOU recognizes that the City of Timmins will be responsible for overall Project Management. As GIS Project Manager, the City of Timmins will be responsible for duties, including but not necessarily limited to funding contract administration, RFP administration, consultant contract administration (including contract staff), membership administration and overall project coordination.

**Steering Committee:** This MOU also recognizes that a GIS Steering Committee will be responsible for the following: RFP Review, Funding Application Review, Contract Review (including contract staff), quarterly meetings and project scheduling. The membership on the Steering Committee will be comprised of appropriate representation from each of the partnering municipalities.

**Partner Municipalities:** This MOU further acknowledges that Municipal Partners to this agreement will be responsible for data maintenance, data updates, data input, project funding, council approvals and funding support for the project (and related activities), data sharing agreements and monitoring.

### **Cost, Charges and Contributions**

Each party will pay a proportionate share of all costs for the equipment and services required to complete GIS implementation and associated projects. Generally, these costs will be apportioned based on the needs and demands generated from each municipal partner. These costs will be mutually agreed to prior to the commencement of any phases of this project. Costs will include, but are not necessarily limited to, the following:

- Ontario Geospatial Data Exchange Agreement Membership Fees
- Annual Centre of Excellence Membership Fees
- Application Service Provider Services
- Data Collection and Conversion Fees
- Contract Staffing and Consultant Services
- Hardware and Software Purchases

### **Disagreements**

Disagreements arising from the MOU or associated projects shall be referred to the Steering Committee for resolution. Failing a satisfactory resolution, affected partners may terminate this MOU.

### **Legal Disclaimer/Liability**

All parties agree to the scope and suggested cost distribution outlined in this MOU. Any change in scope or increase in costs for projects must be reviewed by the Steering Committee at the next scheduled meeting. All parties to the MOU must approve any changes to scope and costs. Approvals to changes in the projects' scope and cost must occur before the expenditure associated with that project takes place. While the MOU does not constitute or establish a legally binding agreement, the Parties confirm that this MOU reflects their mutual desire to work cooperatively and in good faith to address the challenges and opportunities offered by this project.

### **Milestones and Deliverables**

All parties agree that after signing this MOU the parties will make their best efforts to implement the Center of Excellence concept over the term of this MOU as reflected in the general work plan (Schedule "C").

## **Intellectual Property**

The parties acknowledge that intellectual property of value may be created by the efforts of the parties. The parties agree that as intellectual property ownership issues arise the ownership of the intellectual property will be negotiated to the mutual satisfaction of the parties. The governing principle to negotiate proportionate ownership among the parties will be the extent to which each party has made significant direct and indirect contributions to the development of the intellectual property.

## **Review and Amendment**

This MOU will be reviewed by the parties one year after adoption, or at any other time mutually agreed upon by the parties. The Parties may amend this MOU at any time, in writing, by mutual consent of the parties. Any amendment becomes part of this MOU.

## **Inclusion of Additional Participants**

This MOU recognizes the importance of including additional partners and distinguishes them as priority partnerships and subsequent partnerships. Additional partners will be permitted to join the MOU with the approval of all existing parties. Priority partnerships will include additional partners to participate in the Implementation Phase. Subsequent Partnerships will be considered and would include additional municipal partners, utility companies, mining companies, forestry companies, etc.

## **Meetings**

Any party, at the convenience of the other parties, can call meetings. The scheduling of meetings, including their frequency, location, timing and identity of participants, is to be mutually agreed to by the parties in conjunction with prior approval of the meeting agenda. Meetings will be held quarterly, or otherwise as jointly determined by the parties. Whenever possible, meeting locations will alternate amongst the member municipalities. A draft agenda will be formulated by the Steering Committee and approved by all parties and distributed prior to meetings. Decision points at each meeting to be recorded by the host staff at the meeting location, and to be approved by the Steering Committee members and distributed to all parties.

### **Confidentiality**

All Parties agree to maintain the confidentiality of any so designated knowledge acquired through the Northeastern Ontario GIS Centre of Excellence, except where disclosure may be required by law. The parties shall treat as confidential and safeguard, either during or after the term of this MOU, any confidential information acquired by or produced through the performance of this Memorandum and shall not use or disclosure to any person, firm, corporation or municipality, either directly or indirectly, any such information without first obtaining the written permission of the other party.

### **Term**

This MOU will come into effect on the day this MOU is executed by the partners and will remain in effect for three (3) years following the date of execution.

### **Renewal**

This MOU may be renewed for an additional three (3) year period subject to agreement by interested partners.

### **Termination**


Any partner may terminate this MOU at any time upon thirty (30) days written notice. If this MOU is terminated, all partners are still under obligation to pay for the previously agreed upon cost of the projects implemented up until the time of termination. All parties agree that before written notice of termination is provided, the parties will discuss the reason(s) of termination and reasonable effort will be made to resolve disputes through good faith discussions. Notice of termination of this MOU must be served in writing to the members of the Steering Committee.

IN WITNESS WHEREOF to make best efforts to adhere to the terms established in this Memorandum, the parties have executed this Memorandum.

Date this 15<sup>th</sup> day of September, 2006.

  
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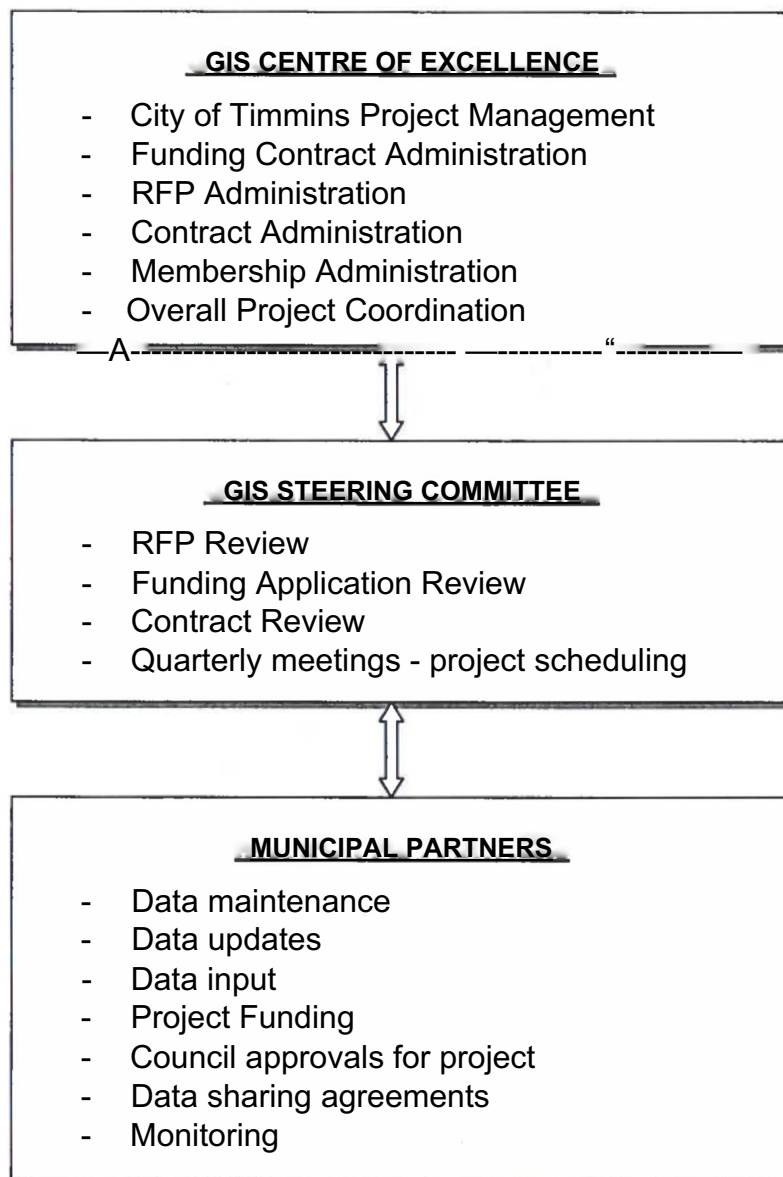
Mayor /

  
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Clerk

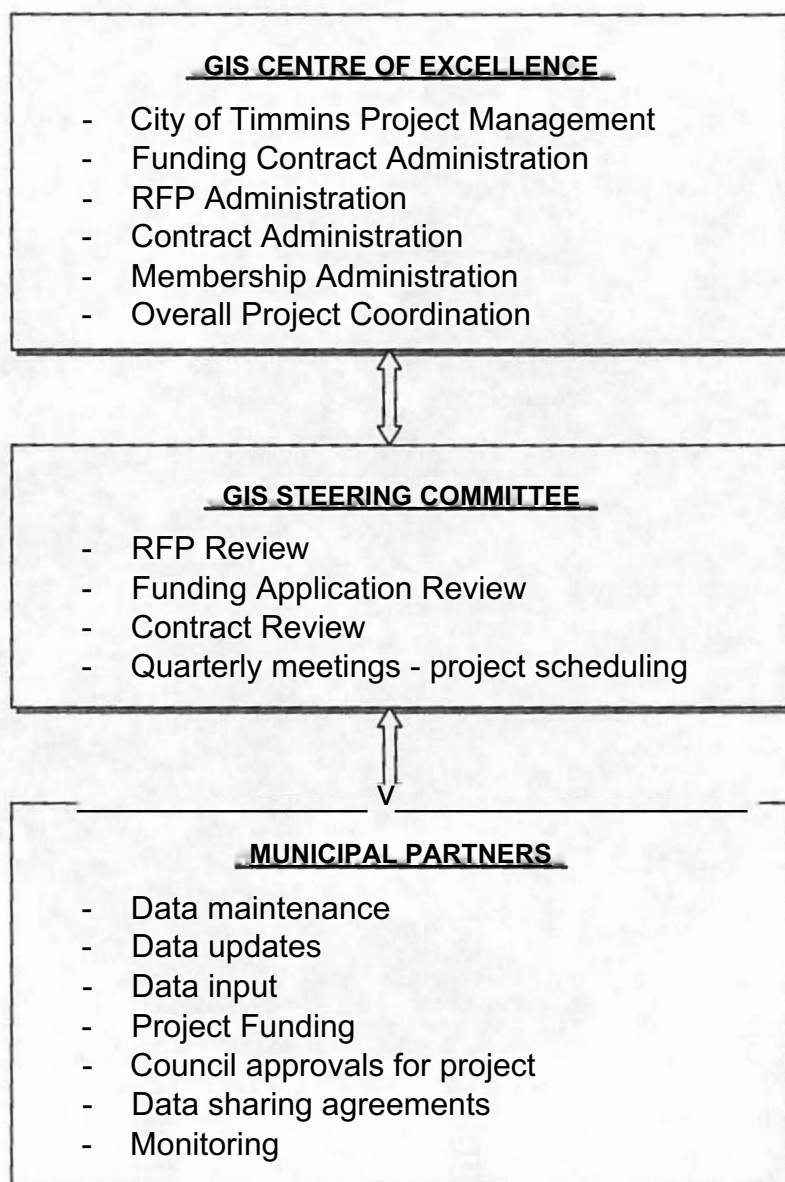
## Schedule 'A'

# NORTHEASTERN ONTARIO GIS CENTRE OF EXCELLENCE



## **Schedule 'A'**

# **NORTHEASTERN ONTARIO GIS CENTRE OF EXCELLENCE**





# Northeastern Ontario GIS Centre of Excellence

