

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 09-867

**Being a by-law to authorize the Mayor and CAO to execute an agreement with the
Centre for Geographic Information Systems for the provision of Spatial Land
Information Management System Services.**

AND WHEREAS under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

WHEREAS under Section 9 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;

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

1. That the Mayor is hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 13th day of August 2009.

READ A SECOND AND THIRD time and finally passed this 13th day of August 2009.



MAYOR



CAO/Clerk

AGREEMENT FOR
Providing
Spatial Land Information Management System (SLIMS) SERVICES

To the Municipality of Temagami

Made this 1 day of September 2009

BETWEEN:

The Municipality of Temagami
{Hereinafter referred to as the Corporation}

OF THE FIRST PART

AND:

the Centre for Geographic Information Systems
{Hereinafter referred to as CGIS}

OF THE SECOND PART

WHEREAS the authority is given under the Municipal Act for the Corporation to engage in contracts for the purposes of providing services;

AND WHEREAS the Corporation requires the provision of technical services to assist the Corporation in improving its current mapping and the provision of web-enabled GIS services;

AND WHEREAS the Corporation has requested CGIS to render certain technical mapping services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and covenants contained herein, the Corporation and CGIS mutually agree as follows:

1. That CGIS agrees to provide and carry out technical mapping services as per the Corporation's requirements. Such services shall be carried out in an expeditious and professional manner. Those services and resulting deliverables shall involve the following:

- A) CGIS will act as the Corporation's Application Service Provider for SLIMS and will provide a web-enabled, SLIMS application that facilitates spatial data sharing across multiple departments in the Corporation.
- B) CGIS will develop and implement, in cooperation with the Corporation, an Electronic Data Update Management System (EDUMS) for the purpose of maintaining and updating both the Corporation's digital parcel mapping and Primary Assessment Database.
- C) CGIS will provide and from time to time develop and provide to the Corporation services that are integrated with SLIMS Modules under this contract. Those modules are more generally described in Schedule B.

D) Training and Support:

In addition to the features described in Appendix A, CGIS will provide the following.

During regular business hours, unlimited Training, On-line Telephone, "Tips and Tricks", e-mail, live NetMeeting, FAQ and Onsite support are to be available to the Corporation Staff provided the Corporation establishes a "Key Contact Support Model". The Model is predicated on the following principles.

- One prime user (Key Contact) is to be established per department
- The Key Contacts are to be trained by CGIS as "expert" users of the GIS system
- The primary (first-line) help source for departmental staff is the Key Contact.
- Users are encouraged to seek assistance quickly if a challenge is encountered.
- Questions / concerns requiring action by CGIS are to be forwarded to CGIS by the Key Contacts.

- 2. That CGIS agrees to surrender to the Corporation upon completion of the contract, ownership of the deliverables as described under Section 1 of this agreement.
- 3. That for the purposes of this contract, the deliverables shall include all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation, but shall exclude any related SLIMS digital coding created by CGIS.
- 4. That CGIS agrees to provide and carry out the technical mapping services in a timely fashion as per the requirements of the Corporation.
- 5. That the completion of the services shall be supervised and directed by the Clerk for the Corporation.
- 6. That the Clerk, for the Corporation shall review monthly invoices and where in his discretion they are reasonable and in accordance with the terms of this agreement, shall direct payment of the invoice in a timely fashion as detailed in Schedule C.
- 7. That CGIS agrees to complete the required services within the limits listed below. Goods and Services Tax is to be added to all contracted services as detailed in Schedules B and C.
- 8. That in the event of any dispute with respect to the payment of invoices which cannot otherwise be resolved between CGIS and the Corporation, both CGIS and the Corporation hereby agree to submit the matter to an impartial arbitrator under the Arbitrations Act whose decision shall be final and binding.
- 9. Neither party may assign this agreement without the prior written consent of the other.
- 10. The Corporation may, with the consent of CGIS at any time following the execution of this agreement and the commencement of the associated services, delete, increase, extend,

vary or otherwise alter the services associated with this agreement provided such changes are agreed to in writing by both parties.

11. CGIS shall disclose any pecuniary interest, direct or indirect, to the Corporation. The Corporation shall have the right to decide whether such interest constitutes a conflict of interest and shall have the exclusive right to terminate this agreement should such a determination be made or to utilize another firm to perform the services.
12. The Corporation may, at any time or cause within either an Initial Service Period or a Renewal Term, by notice in writing to CGIS, suspend or terminate the services or any portion thereof at any stage of the services on thirty- (30) day's notice. Upon receipt of such notice, CGIS shall perform no further services other than those reasonably necessary to close out the services. CGIS shall be entitled only to payment for services performed to the time of termination, together with payment for services to be reasonably necessary to close out the services, as determined by agreement between the Corporation and CGIS. Any notice required under this agreement shall either be given personally or by prepaid first class mail to the parties.
13. That CGIS agrees to surrender to the Corporation upon completion of the Agreement, ownership of the information as described under the Information Rights and Agreement clause of this agreement.

Information Rights and Agreement

- a. CGIS Spatial Solutions will keep a record of the Corporation Information furnished to it, in any medium other than oral, and of the location of such Information. All copies of the Information prepared by CGIS Spatial Solutions or its Representatives under the terms of this Agreement will be returned to Corporation immediately upon its request. Upon the request of Corporation, CGIS Spatial Solutions will provide a certificate certifying as to the complete return of all Information in accordance with the terms of this paragraph.
- b. All Information relating to the business and affairs of Corporation, including without limitation, all manuals, documents, reports, equipment, working material, data and mapping (both hard and soft copy) either supplied to CGIS Spatial Solutions by Corporation or created for Corporation by CGIS Spatial Systems are for the benefit of Corporation and are and shall remain the property of Corporation only.
- c. CGIS Spatial Solutions will keep all of the Information disclosed or delivered to it, whether electronically stored or in a tangible form in a safe and secure environment and will make reasonable efforts to protect and keep safe all of the Information disclosed from any sale, loss, harm, theft, unauthorized use, tampering, sabotage, unauthorized duplication, destruction, addition, deletion, damage or interference.
- d. CGIS Spatial Solutions acknowledges that the Information may be confidential and is a valuable asset of Corporation and all Interest in the Information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of Corporation.
- e. Access to Corporation data is restricted to Corporation specified users and is not to be available to any other party, or to become part of any other CGIS service, unless negotiated through formal data sharing agreements, or to be used in any CGIS product demonstration without specific Corporation approval.
- f. Contravention of data restrictions specified in Clause 13e of this Agreement may result in the termination of the Agreement at the option of the Corporation.

Surrender of Information

- g. That CGIS agrees to surrender to the Corporation upon completion of (the Agreement, ownership of the Information as described in the "Information Rights" section noted above in this agreement.
- h. That for the purposes of this Agreement, the Information shall include all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation, but shall exclude, unless otherwise specified by separate agreement, any SLIMS-related application coding or SLIMS-related documents or SLIMS-related Information created by CGIS for the purposes of this Agreement.
- i. The Corporation acknowledges that all SLIMS and SLIMS-related application coding Information is confidential and is a valuable asset of CGIS Spatial Solutions and that all interest in the Information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of CGIS Spatial Solutions

Limitation of Liability

- 14. Except for liability resulting from CGIS indemnification obligations under Clause 11, Indemnities, in no event shall either party be liable to the other for any loss of profits, revenues, customers or contracts, loss of or use of equipment, loss of data, business interruption or for any indirect, consequential, incidental, special, punitive or exemplary damages howsoever caused or arising under this Agreement even if such party has been advised of the possibility of same or even if same were reasonably foreseeable.

Indemnities

- 15.
 - a) CGIS shall indemnify and save harmless the Corporation from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner upon, occasioned by or attributable to any injury to or death of a person or damage or loss of property arising from any willful or negligent act, omission or delay on the part of CGIS, its servants or agents in performing the Contract or as a result of the Contract.
 - b) CGIS shall indemnify the Corporation from all costs, charges and expenses whatsoever that the Corporation incurs in or about all claims, actions, suits, and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent, or registered industrial design resulting from the performance of obligations under this Agreement by CGIS.
 - c) The CGIS liability to indemnify or reimburse the Corporation under the Agreement shall not affect or prejudice the Corporation from exercising any other right under law.

Force Majeure

- 16. Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, labour difficulties or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. Should performance be delayed for more than one (1) month from the date of such circumstances arising, either party may terminate this Agreement.

Disclaimer of Warranties

17. Every reasonable effort has been made to assure the accuracy of the maps and other information contained in Spatial Land Information Management Systems (SLIMS). However, these maps and other information are only as accurate as the source of such maps and other information. Further, the maps and other information in SLIMS are updated only periodically and therefore may not reflect the most current, accurate and complete information.

Users Should Confirm Information. All users of this data must understand that they should confirm any maps or other information that they receive from SLIMS with the primary source of that information.

The cartographic digital files are not a legal representation of any of the features depicted, and CGIS disclaims any assumption of the legal status they represent. Information displayed in SLIMS is not intended to constitute advice nor is it to be used as a substitute for specific advice from a licensed professional. The Corporation should not act (or refrain from acting) based upon information in SLIMS without independently verifying the information and, as necessary, obtaining professional advice regarding particular facts and circumstances. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded.

The data represents an actual reproduction of data provided to CGIS by the Corporation and its agents, and is collected from various sources and will change over time without notice.

CGIS and its officials and employees make no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the information displayed in SLIMS.

18. This agreement shall be in full force and effect from the date of its signing;
19. That the performance of this agreement shall be subject to the Statutes of the Province of Ontario and Canada
20. This agreement shall ensure to the benefit of and be binding on the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF CGIS has hereunto set its hand, and the Corporation has hereunto affixed its corporate seal under the hands of its Mayor.

SIGNED SEALED AND DELIVERED

The Corporation: The Municipality of Temagami

We have the authority to bind the Corporation

Per:

_____»

Per:

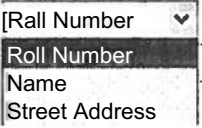


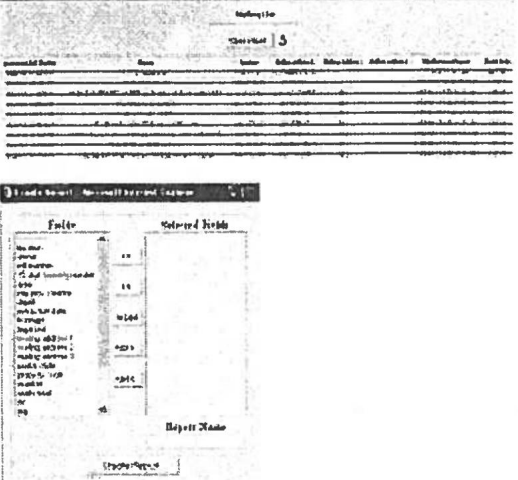



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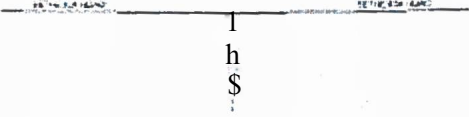
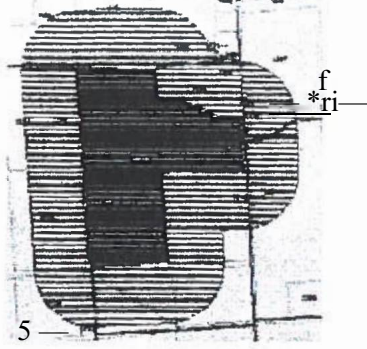



CGIS: CGIS Spatial Solutions

Per: _____

Jim Peden, I have the authority
To bind CGIS.

Schedule A

<p><u>Includes Features 1-11</u></p> <p>1. Digital Display of "GIS Ready" Digital Parcel maps and assessment database</p> <p>2. Comprehensive Query:</p> <p>Search by all assessment data fields</p> <p>i) Find: Such as: ARN, Street Address, Name</p>  <p>ii) Search: Selected Data Fields + Boolean</p> 	<p>4. Hardcopy: WYSIWYG</p> <p>5. Windows Environment</p> <p>i) Copy/Paste all SLIMS data directly to Word Processor and/or Spreadsheet and Database</p> <p>ii) Use data in mail merge</p> <p>iii) Object Size</p> 
<p>3. Reports: Mailing, Planning, Custom Reports</p>  <p>Custom Report 2</p> 	<p>6. Mouse-over: Street Names, ARN, Water Bodies, or any feature with database associated</p>  

<p>7. Road Centerline - OBM, NRVIS or GPS'd</p> 	<p>10. Zoom and Buffer on selected property</p> 
<p>8. Toolbar/functionbuttons: Select, Zoom out, Zoom in, Zoom Goto, Unzoom, Zoom Previous, Pan, Reports, Print, Help</p> 	<p>11. Mailing List from Buffer</p> 
<p>9. Map Window Pop-up: Pan, Reload, Print, Copy, Zoom (Goto, width, Scale, Selected, Previous, Out, Unzoom), Bookmarks (Add, Select, Delete), Select (Map Objects, Radius, Polygon, Within, Clear), View (Report, Buffer, Distance), Help (Preferences, Contents, About)</p>	

Schedule C: Agreement Term, Fees

1) Agreement Term

a. Initial Service Period:

This Initial Service Period commences September 1, 2009 and ends on August 31, 2011.

b. Renewal Term:

- I. This Agreement shall automatically renew for an additional 12 month term (a Renewal Term) unless the Agreement is terminated under Clause 12 of the Agreement.
- II. Renewal Terms may shall be subject to negotiation and ratification by the respective parties

2) Fees:

- a) SLIMS fees shall be payable monthly in advance.
- b) The recurring SLIMS fees invoice is payable on or before the 15th day of each and every month without penalty.
- c) The penalty for late payment of SLIMS fees is 2%.
The monthly Fees chargeable under this Contract shall increase on each anniversary of the Agreement by an amount equal to the National average annual Total Consumer Price Index increase for the twelve (12) month period preceding the Agreement anniversary.

3) Service Modules

The following service Module(s) are included in this Agreement.

- i. SLIMS Service: Assessment Information Management System
Fee: \$600 per month
- ii. GIS Technician Services: CAD creation/maintenance
Fee: \$75 per Hour. Additional services need to be approved by the "Key Contact"
- iii. . Community PAL: Community Public Access Link
Fee: \$200 per month
- iv. Raster Data (e.g. Aerial or Satellite Imagery)
The initial service fee allows up to 5 Gigabytes of raster storage space. Raster storage space in excess of 5 Gigabytes will be charged at \$1/Gigabyte/month.
GIS Technician time to prepare and configure initial imagery or update and configure new imagery in SLIMS will be sized and quoted based on the Services Fee's in Schedule B.
Alignment of Parcels or other vector layers to Imagery is not included and will need to be reviewed and costs quoted with the CGIS GIS Coordinator separately.
Fee: \$15 per month
- v. Permits
Fee: \$76 per month

4) Additional Municipal Service Modules

No additional modules are specified. However as specified in Clause 10 of the General Agreement, Corporation may choose amend the services provided under this agreement.

THE CORPORATION OF THE
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February 18, 2009

Memo to: Council

From: Karen Beauchamp, Planning & Community Development Coordinator

RE: GIS Mapping

The municipality's GIS Commitment is \$900/month up to August 2009. (This amount increased to \$1154/month for the past year because of an error in calculating contributions when the 3 new municipalities were added to the original 4 municipalities. This amount will go back to \$900 in September 2009.) This is based on the agreement Council signed in 2006 to acquire GIS mapping for the municipality. The municipality has invested \$32,000 over 3 years and received \$120,000 worth of GIS mapping services.

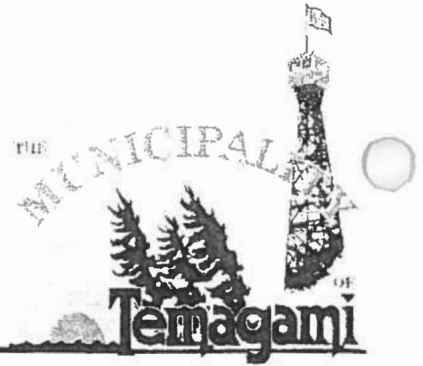
The NEO-1 group started with 7 Northeastern Ontario municipalities - Timmins, Iroquois Falls, Kirkland Lake, Temiskaming Shores, Black River Matheson, Moosonee and Temagami. Since then, approximately 10 more municipalities have asked to join. The new NEO-2 group plans to submit applications for more funding to expand GIS mapping for the original municipalities; and to get started on mapping for the new ones. New municipalities that have committed, by resolution of Council are: Smooth Rock Falls, Larder Lake, Cobalt, Englehart, Matachewan, and Cochrane. Others are waiting for their Councils to make a decision.

For the NEO-1 project, one funding source wraps up in March and the other in August. The group has asked all municipalities to wrap up their projects in March by accelerating the funding commitment from \$1154/month x 8 months = \$9232 to \$3077/month x 3 months = \$9232. This will permit NEO-2 group to access more funding to create/convert data. They can apply in March and hopefully have approval for September. Marie-Paule Jacob, Treasurer, confirms that there is no issue with accelerating payments.

Preliminary discussions with funding agencies indicate that there may be interest in funding the project by 50 - 90%. This means that if we invest 11,000/year x 2 years (22,000) and we get 50% matching funding, we will receive \$44,000 worth of mapping services. If we invest \$22,000 and receive 90% matching funding, we will receive over \$200,000 worth of mapping services.

CGIS is proposing \$900/month in ongoing maintenance costs for our GIS system which is the same amount we have been paying for the past 3 years to set up the system. This

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pays for staff, buying and maintaining servers, software, etc. We will start paying this in September 2009. However, if the NEO-2 group is successful in obtaining additional funding, this \$900/month will be part of the cash contribution for funding. **We don't pay both.** Just \$900/month.

If there is no additional funding, we will have to budget \$3600/year in operating expenses for 2009 and 11,000/year for operating expenses in 2010 with an incremental increase due to the cost of living.

Staff were asked to come up with a "Wish List" for the continuation of the GIS project. Once the list was established, CGIS was asked to provide information on the cost of the project plus ongoing operational costs. This information is attached for your information.

Recommendation: That Council support the NEO-2 project by committing \$22,000 to the project for the period September 2009 - September 2011. This amount has been requested in the proposed capital works budget.

If the municipality is going to pay \$900/month for maintenance, that money might as well be put towards the contribution for funding for expanded mapping services.

Action Required:

That Council consider passing a resolution at the February 26, 2009 council meeting as follows:

Council supports the Northeastern Ontario GIS Centre for Excellence in their applications for funding to further develop the GIS mapping program for the Municipality of Temagami.

And further that, Council agrees to commit \$22,000 to the project during the period September 2009 - September 2012.

S:\Karen\GIS Mapping\Memo to Council Feb 17 2009.doc