

THE CORPORATION OF THE MUNICIPALITY OF WEST GREY

BY-LAW NUMBER 61 - 2012

BEING, a by-law to enter into an Memorandum of Understanding (“MOU”) for Shared GIS Services between the County of Grey and Municipality of West Grey ;

WHEREAS, the County of Grey has the authority, capacity and expertise to deliver GIS services;

AND WHEREAS, the Municipality of West Grey requires GIS services;


AND WHEREAS, the County of Grey agrees to provide GIS services to the Municipality of West Grey on a cost recovery basis;


NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE MUNICIPALITY OF WEST GREY ENACTS AS FOLLOW:

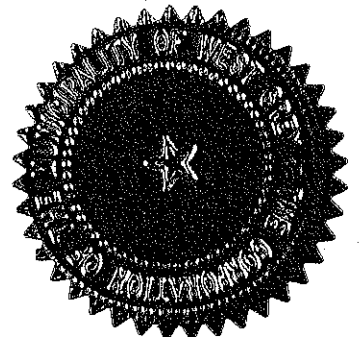
1. That the Memorandum of Understanding (“MOU”) for Shared GIS Services between the County of Grey and Municipality of West Grey attached hereto as Schedule “A” and forming part of this Bylaw, is hereby approved.
2. That this by-law shall come into full force and effect on the date of passing.

Read a first and second time, this 17th day of December, 2012.

Read a third time and finally passed, this 17th day of December, 2012.


Kevin Eccles, Mayor


Christine Robinson, CAO



SCHEDULE "A" TO BY-LAW NUMBER 61 - 2012

MUNICIPALITY OF

***West
Grey***

**MEMORANDUM OF UNDERSTANDING ("MOU") FOR
SHARED GIS SERVICES BETWEEN THE COUNTY OF GREY
AND MUNICIPALITY OF WEST GREY**

**MEMORANDUM OF UNDERSTANDING (“MOU”)
for Shared GIS Services**

Between

**The Corporation of the County of Grey
(the “County”)**

And

**The Corporation of the Municipality of West Grey
(the “Municipality”)**

Objectives

GIS is the tool that municipalities use to store information about municipal assets that have a spatial aspect. The County has the hardware, software and expertise to manage an enterprise GIS system. Many of the County’s member municipalities require GIS services but do not have the budget or expertise to manage their own GIS infrastructure. Sharing GIS resources (hardware, software and people) between the upper and lower tier is beneficial to both parties. The GIS data that is collected has value at both levels of government. Providing cost effective GIS services to the residents of Grey County and creating the data once and storing it centrally are the core objectives of this MOU. The following terms represent the requirements of each party to achieve these objectives.

WHEREAS The County has the authority, capacity and expertise to deliver GIS services;

AND WHEREAS The Municipality requires GIS services;

AND WHEREAS the County agrees to provide GIS services to the Municipality on a cost recovery basis;

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH THAT the parties agree as follows:

1. Term

Start Date: January 1, 2013, with services beginning the first week of January 2013

End Date: December 31, 2013

The Term shall automatically be renewed for successive periods of one year unless either party gives not less than 30 days advance written notice to the other of its intention to terminate this MOU at the end of the original Term or a renewal Term.

2. Responsibilities

a. The County shall:

1. Provide the services of a staff member ("GIS Staff Member") to provide GIS services to the Municipality on a fee for service basis;
2. Be responsible for all payroll, travel and training expenses of the GIS Staff Member;
3. Provide the following GIS services to the Municipality: mapping, database design, data entry and training;
4. Provide tracking software to manage tasks and track resource usage hours by the Municipality;
5. Provide high quality GIS services including:
 - a. Digitizing of Municipality's parcels, zoning, official plan, road infrastructure, water/sewer infrastructure, tourism and culture data, etc.
 - b. Conversion of Municipality's needs studies to GIS format
 - c. Publish data to County GIS website via ArcGIS web services
6. Provide consulting on data models for Municipality's projects;
7. Safeguard and backup Municipality's data stored on County infrastructure;
8. Provide a guarantee of 99.5% uptime of GIS Infrastructure; and
9. Provide timely technical assistance for County-owned GIS infrastructure via an email help request system.

b. Oversight

The County Information Technology Director ("County Contact Person" pursuant to paragraph 6) is responsible for the administration and oversight of the MOU on behalf of the County.

c. The Municipality shall:

1. Commit to the use of, and payment for, a minimum of 190 hours of GIS services per calendar year;
2. Provide the best quality data available;
3. Provide a project manager responsible for managing joint GIS projects; and
4. Provide and identify to the County an individual ("Municipality Contact Person" who will initially be the person identified in paragraph 6) to be responsible for doing quality assurance and signing off on projects created by County.

3. Fees

The County shall invoice the Municipality early in December during each year of the Term of the MOU for use of the GIS staff resource at \$35/hour on a time and materials cost recovery basis during the preceding year. The Municipality shall commit to using a minimum of 190 hours of staff GIS resource time during the Term of the MOU (\$6,650/year).

It is recognized that during each subsequent renewal of this MOU, the hourly rate for the GIS Staff Member and other resources may increase. Proposed increases shall be provided to the Municipality not less than 60 days prior to the end of the Term and any renewal Term. Such increases shall be recorded on Schedule "A" and shall be effective on the start date of the immediately following renewal Term and the amended Schedule shall be provided to both the Municipality and the County Clerk's offices at the beginning of the renewal Term.

4. Insurance, Waiver of Claims and Limit of Responsibility for Indemnification

GIS services provided by the County to the Municipality are done with great attention to detail and care however; the Municipality is responsible for checking all content of work.

a. Insurance Throughout the entire term of this MOU and any renewals thereof, the Municipality shall, at its own cost and expense, take out and keep in full force the following insurance coverage. This insurance shall be primary, non-contributing with and not excess of any other insurance available to the County:

(i) Commercial General liability insurance on an occurrence basis for an amount of not less than Five Million Dollars (\$5,000,000) and shall include The County as an Additional Insured with respect to its operations, acts and omissions relating to its obligations under this Agreement, such policy to include, but not be limited to, non-owned automobile liability; personal injury; broad form property damage; blanket contractual liability; owners and contractors protective liability; products and completed operations liability; contingent employers' liability; and, shall include cross liability and severability of interest clauses. This policy shall not be invalidated as respects the interests of the County by reason of any breach or violation on any warranties, representations, declarations or conditions.

(ii) Errors & Omissions Liability insurance in an amount of not less than Two Million Dollars (\$2,000,000).

(iii) Automobile liability insurance for an amount not less than Two Million Dollars (\$2,000,000) on forms meeting statutory requirements covering all licensed vehicles used in any manner in connection with the performance of the terms of this Agreement.

(iv) The Municipality shall provide Certificates of Insurance, or copies of the insurance policies if required by the County, with provision for 30 days prior notice by registered mail in the event of cancellation or material change, which reduces or restricts the insurance provided.

(v) The Municipality agrees that if they fail to take out or keep in force any such insurance or should any such insurance not be approved by the County, and should the Municipality not commence and proceed to diligently rectify the situation within forty eight (48) hours after written notice by the County, the County has the right without assuming any obligation in connection therewith, to effect such insurance at the sole cost of the Municipality.

b. Indemnity The Municipality shall indemnify the County from and against any and all claims, demands, expenses, causes of action, suits, or judgments (including legal fees on a solicitor/client basis and all other costs of defense thereof) made by any person arising out of activities under this MOU except to the extent they are caused exclusively by the negligence of the County.

In the event of any claims made or suits filed, the County shall give the Municipality timely written notice thereof, and the Municipality shall have the right to defend or settle the same to the extent of its interest hereunder. The Municipality shall promptly accept all responsibility to defend or settle such matters; and in the event it is necessary for the County to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from the Municipality.

5. The County shall indemnify the Municipality from and against any and all claims, demands, expenses, causes of action, suits, or judgments (including legal fees on a solicitor/client basis and all other costs of defense thereof) made by any person arising out of activities under this MOU to the extent they are caused exclusively by the negligence of the County.
6. In the event of any claims made or suits filed, the Municipality shall give the County timely written notice thereof, and the County shall have the right to defend or settle the same to the extent of its interest hereunder. The County shall promptly accept all responsibility to defend or settle such matters; and in the event it is necessary for the Municipality to incur any expenses whatsoever to enforce this provision, all such expenses shall in their entirety be recoverable from the County.

7. Notice

Subject to change by a party by giving notice in writing, notices shall be addressed as follows:

To the County:

County Clerk,
County of Grey,
595 9th Ave E
Owen Sound, ON N4K 3E3

To the Municipality:

Municipality of West Grey
402813 Grey Road #4, RR #2
Durham, Ontario
N0G 1R0

Notices shall be deemed to have been effectively given on the date of personal delivery, the date of facsimile transmission or the date of delivery by courier service, or in the case of registered mail, five (5) days after the date of mailing.

8. Contacts

Until informed otherwise the following are the County and the Municipality's Contact Person's for ongoing activity subject of this MOU:

County: Geoff Hogan, Director of Information Technology

Municipality: Mark Turner, Clerk

For the County:

Warden

Clerk

We, together, have the authority to bind the Corporation

For the Municipality:

Keir Eubank
Mayor

Christina Robson
CAO

We, together, have the authority to bind the Corporation.