

**Geographic Information Systems  
Services Agreement**

**Between**

**The County of Northumberland**

**And**

**The Township of Cramahe**

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## 1. Agreement Term

- 1.1 This Agreement between The Township of Cramahe, herein referred to as the Client, and The County of Northumberland, herein after referred to as the County, is effective from May 1, 2020, shall remain in force for a period of **five year**, until April 30, 2025.
- 1.2 The Agreement shall be reviewed annually to address any necessary adjustments or modifications.
- 1.3 The Client may terminate this Agreement upon 6 months written notice to the County.
- 1.4 The County may terminate this Agreement upon 1 year written notice to the Client.
- 1.5 If either party terminates this Agreement, the County will assist the Client in the orderly termination of services, including timely transfer of the services to another designated provider.
- 1.6 If the Client terminates the contract, the transfer will be treated as project services, and a SOW will be prepared by the County and approved by the Client.
- 1.7 The Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term, unless either party gives the other 6 months written notice of its intent not to renew the Agreement.

## 2. Fees and Payment Schedule

- 2.1 As an overriding principle the County sets its fees at a level that allows it to cover its costs only. Costs include salaries, benefits and other expenses that are directly attributed to the provisioning of the services for the Client.
- 2.2 All standard fees are based on an hourly rate for County GIS personnel set at \$46.99 per hour. Fees for support provided out of normal working hours will be tracked at a rate of 1.5 hours for every hour worked.
- 2.3 Any mileage incurred related to the provided services will be tracked and invoiced as per the County's rate.
- 2.3 Provided Services
  - 2.3.1 Under this agreement it is estimated that The County will provide the Client with **14** hours of GIS Services per month. At any time, both parties can agree to increase these services upon 60 days written notice.

- 2.3.2 The monthly fee for GIS (a) is set at \$657.86, for an overall annual cost of \$7,894.32.
  - 2.3.3 The actual number of hours worked by the County may vary from month to month. At the end of the calendar year, the County and Client will perform a “true-up” to ensure that the total paid for GIS services matches the hours actually worked. If the Client has used additional services, above the estimate, the Client will be required to pay the balance. If the Client has used less service the County will issue a rebate.
  - 2.3.4 The County will provide monthly financial statements to the Client Contact allowing the comparison of billed time with actual time. This allows the Client and County Contacts to make agree adjustments that may be made to service levels to meet budgetary targets.
- 2.4 Time/Mileage Tracking
- 2.6.1 The County shall track all GIS staff and contractor time and mileage by work type for billing and monitoring purposes.
  - 2.6.2 Time shall be tracked in 15-minute units.
  - 2.6.3 Time billed shall include travel time to site, where appropriate.
- 2.5 Fees will be invoiced to Client on a Monthly basis.
- 2.6 Fees will be billed one month in arrears.
- 2.7 Fees will be billed on the first day of each month, and will be due within 30 days.
- 2.8 All invoices will be subject to a late payment charge of 1.5% simple interest to be calculated upon the balance owing after 30 days.
- 2.9 Fees will increase annually on January 1<sup>st</sup> by the CPI rate as assessed by Statistics Canada on November 30<sup>th</sup> of the previous year and/or as approved by County Council.

### **3. Taxes**

- 3.1 All fees are exempt from HST

### **4. Contract Management**

- 4.1 The County’s Asset Management Specialist will be the County’s GIS Contract Manager, and will be responsible for the delivery of day-to-day GIS services. County GIS Management will operate in an advisory capacity as the Client’s GIS Management. The County may also assign a designate(s).

4.2 The Client will assign a Client Contact to act as the Client Contract Manager, who will liaise with the County's GIS Coordinator. The Client may also assign a designate(s).

4.3 The Client will be required to amend its purchasing bylaw to include the County as an exempted professional services provider.

## **5. Services**

5.1 The County shall provide GIS and mapping support to the Client based on previously identified and prioritized requirements and/or projects by the Client.

5.2 Supported services may include, but are not limited to, data collection, data creation and maintenance, staff GIS training, application development and maintenance and/or map development and printing.

## **6. Exclusions**

6.1 Service rendered under this Agreement does not include:

- a) Parts, equipment or software not covered by vendor/manufacture warranty or support.
- b) The cost of any outside projects through the Northumberland GIS Co-operative that follow the cost-sharing structure in which the County of Northumberland pays 50% and the remaining 50% is covered by local municipalities based on land area (i.e. aerial photo acquisition).
- c) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind. Should County Esri software licensing upgrades be required to assist with service delivery, the cost-sharing model will be followed.
- d) The cost to store municipal data on County IT infrastructure. Should the County store data, a separate invoice will be sent to cover these costs.
- e) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- f) The cost of Client staff time to assist in the delivery of Services.
- g) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.

## **7. Authentication and Authorization**

7.1 Where requests are made to add new users, to change or grant new access permissions, Client approval will be required to ensure that the Client authorizes access to this data.

7.2. The County will provide a standard form (online) to ensure that these type of requests are appropriately authorized and that requests can be audited.

## **8. Poor Performance / Dispute Resolution**

- 8.1 The Client and County agrees that in the event that provision of services is interrupted by reason of an Excusable Delay, that such delays shall not constitute poor performance.
- 8.2 Should performance of the County not be meeting the Client's satisfaction, the Client Contact should first discuss the problem with County GIS Management.
- 8.3 If performance is not satisfactorily resolved, the Client Contact may escalate the concerns to the Client's CAO. The Client CAO shall then discuss the complaint directly with the County Clerk, who will work with County GIS Management and Client to resolve the issue satisfactorily.

## **9. Ongoing Service Management**

- 9.1 County GIS Management and the Client Contact will discuss and review on a regular basis, service levels, work completed, work planned, issues, and to identify new initiatives and projects.
- 9.2 For annual budget planning County GIS Management will work with the Client's Management Team as required.

## **10. Annual Review**

- 10.1 The CAO's of the Client and County, plus County GIS Management and the Client Contact should meet annually to review the performance of the County and to discuss any amendments to this agreement.

## **11. Assignability**

- 11.1 From time-to-time the County may be required to engage the services of contractors for work performed as part of this agreement. In such cases, the County warrants the work and will be responsible for ensuring that contractors abide by the rules governing this agreement.

## **12. Confidentiality & Privacy**

- 12.1 The County shall operate in accordance to all applicable privacy legislation and will maintain appropriate security procedures to protect personal and other Confidential Information provided by the Client to the County.
- 12.2 The County will comply with the Client's direction in updating or destroying personal information provided by the Client to the County.
- 12.3 Each party shall keep confidential all Confidential Information and documentation relating to the other party. Each party shall not disclose or divulge information to any third party without prior written consent of the other party, unless otherwise required by law

- 12.4 The County will only use the Confidential Information of the Client for the purposes of discharging its responsibilities under this Agreement. The County will divulge such Confidential Information only to the necessary employees, agents and contractors on a strict need to know basis in connection with such purposes.
- 12.5 The County will take appropriate action to ensure that all persons who are given access to any Confidential Information is bound by the obligations of this Agreement.
- 12.6 The Client agrees that, if the Client inadvertently receives from the County any data relating to another customer of the County or the County itself, in any form, the Client shall immediately advise the County, and shall make no use of the data for its own benefit.
- 12.7 The County and the Client shall keep confidential any personal information that either party may be privy to as a part of delivering or receiving the services outlined in this agreement.
- 12.8 The terms of this Section shall survive termination of this Agreement.

### **13. Liability**

- 13.1 In no event shall the County be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

**14. Agreement Authorization**

The County and the Client agree to abide by the all the terms and conditions contained in this agreement

**The Corporation of the County of Northumberland**

**The Client**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_CAO\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_County Clerk\_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## 15. Definition of Terms

Confidential Information:	Means all confidential or proprietary data and information in any form disclosed by either party to the other whether before or after the Effective Date and includes, but is not limited to, secrets, trade events, ideas, trade processes, systems, plans, product information, customer information, business and financial information, all data and information concerning either party's software programs and services including the source code, specifications, computer codes, documentation, or any part or component thereof, and any and all proprietary information and information received from third parties to whom a duty of confidence is owed. Confidential Information does not include information that: (i) is in the public domain, or that falls into the public domain other than by disclosure or other acts of the persons to whom the Confidential Information was given in confidence or through the fault of the same persons; (ii) is already in the rightful possession of the receiving party prior to its receipt from the disclosing party; (iii) is independently developed by the receiving party without reference to the Confidential Information of the disclosing party; or (iv) is rightfully obtained by the receiving party from a third party.
Contract Manager:	Means that the County and the Client will appoint a Contract Manager to act as the liaison between the County and the Client.
CPI:	Means the Consumer Price Index, as published by Statistics Canada
Data:	Means a collection of spatial and related descriptive data of both natural and built infrastructure.
Excusable Delay:	Means the inability to provide Services under this agreement by reason of fire, earthquake, explosion, flood, other natural disaster or act of God, customer actions, government entities, war, riot, telecommunications or power interruption, unavailability or failure of third party services that could not be foreseen, or any other cause beyond the reasonable control of the County

GIS: Means Geographic Information System, a complex system of software and hardware for compiling, storing, querying, analyzing and displaying geospatial data.

Northumberland GIS Co-operative: Means the Committee formed in 2008 with representatives from each of the local municipalities and conservation authorities as a means for sharing data and knowledge while partnering on various projects to reduce costs.

SOW: Means Statement of Work (SOW), which is a document, that describes project work to be undertaken, including scope and a quotation of costs to complete the work. The SOW must be agreed and authorized by both parties before work can begin.