

MEMORANDUM OF AGREEMENT

BETWEEN:

TOWN OF ELK POINT,

a municipal corporation incorporated pursuant to the laws of the Province of Alberta, having an address at Box 448 Elk Point AB T0A 1A0.

(hereinafter referred to as “**Elk Point**”)

OF THE FIRST PART

- and -

TOWN OF ST. PAUL,

a municipal corporation incorporated pursuant to the laws of the Province of Alberta, having an address at PO Box 1480 St Paul, AB T0A 3A0.

(hereinafter referred to as “**St. Paul**”)

OF THE SECOND PART

(herein referred to collectively with Elk Point, St. Paul, and Horseshoe Bay as the “Regional Partners”)

- and -

SUMMER VILLAGE OF HORSESHOE BAY,

a municipal corporation incorporated pursuant to the laws of the Province of Alberta, having an address at Box 1053 St. Paul, Alberta, T0A 3A0.

(hereinafter referred to as “**Horseshoe Bay**”)

OF THE THIRD PART

(herein referred to collectively with Elk Point, St. Paul, and Horseshoe Bay as the “Regional Partners”)

- and –

COUNTY OF ST. PAUL

a municipal corporation incorporated pursuant to the laws of the Province of Alberta, having an address at 5015-49Ave., St. Paul, Alberta T0A 3A4.

(hereinafter referred to as the “**County**”)

OF THE FOURTH PART

(herein referred to collectively with Elk Point, St. Paul, and Horseshoe Bay as the “**Parties**”)

WHEREAS the Regional Partners wish to enter into an Agreement with the County for the Hosting Services as that term is hereinafter defined; and

WHEREAS the County has agreed, subject to the terms and provisions of this Agreement, to provide the Hosting Services as that term is hereinafter defined;

THEREFORE the Parties to this Agreement, in consideration of the mutual promises hereinafter contained, agree as follows:

1. Definitions:

- (1) **Information Technology Infrastructure** means the hardware and software required to access, operate, and deliver the functionality of the installed application(s) to the users of the Parties of this Agreement.
- (2) **Hosting Services** means the provision of Information Technology Infrastructure for the purpose of providing access, operating, and delivering the installed application(s) to the Parties of this Agreement.
- (3) **GIS Data** means the geographic/ spatial information contained in, produced by, and/ or provided for the Regional Partners' and/ or the County's Geographic Information Systems.
- (4) **AAG** means Accurate Assessment Group Ltd. – the developer of the WebMap Application Interface, Municipal Electronic Planning and Development (ePaD) application, and provider of GIS maintenance/ support services to the Parties of this Agreement.
- (5) **WebMap Application Interface** means the web-based features and functionality developed by AAG that allows the Parties' end-users to access and interact with the GIS data provided for the Regional Partner Website(s), County Website(s), and Regional Website(s) permitted under the terms and conditions of this Agreement.
- (6) **Municipal Electronic Planning and Development (ePaD)** means the web-based features and functionality developed by AAG that allows the Parties to record and track Development Permits, Subdivision Applications and Land Use Amendments.
- (7) **WebMap Engine** means the WebMap Professional application engine developed by Intergraph Corporation upon which the WebMap Application Interface is built and relies upon for the functionality delivered to the Parties' end-users of the application.
- (8) **Regional Partner Website(s)** means the WebMap website(s) created for the purpose of providing municipal staff from each of the Regional Partners with exclusive, unrestricted access to a WebMap website

that contains data pertaining only to each respective Regional Partner.

(9) **County Website(s)** means the WebMap website(s) created for the purpose of providing municipal staff from the County with exclusive, unrestricted access to a WebMap website that contains data pertaining only to the County.

(10) **Regional Website(s)** means the WebMap website(s) created for the purpose of providing authorized staff from all Parties with access to an agreed-upon subset of each Party's GIS Data. Note that the subset of GIS Data to be provided for the Regional Website must be agreed upon by all Parties and be in compliance with the Freedom of Information and Protection of Privacy Act (FOIPP).

2. The Parties hereby acknowledge that AAG will assist in facilitating this Agreement and to be the single point of contact between AAG and the Parties for the purposes of providing implementation, training, and support services as well as to administer the terms and conditions of this Agreement.
3. The County will make its best commercial effort to provide the Regional Partners with advance notice of any and all planned network outages that will affect the accessibility and/ or operability of the WebMap, ePaD, and the hosted GIS Data. This notice shall be provided by e-mail wherever possible and with reasonable notice.
4. The Regional Partners hereby acknowledge that the County is the owner of the license to the WebMap Engine and any and all Information Technology Infrastructure used to provide application delivery, storage, and access to the Regional Partner Website(s) and Regional Website(s).
5. The Parties hereby acknowledge that each Party is individually responsible for the purchase and annual maintenance costs associated with the WebMap Application Interface and ePaD application from AAG and any and all GIS Data it wishes to include as part of this Agreement.
6. Each Party appoints its **Chief Administrative Officer (CAO)** or such other person as it may from time to time designate in writing, as its authorized representative to communicate with the other Parties under this Agreement.
7. The initial term of this Agreement shall be from May 1, 2012 to December 31, 2012.
8. At the end of the initial term, this Agreement will renew in perpetuity for one-year terms unless terminated pursuant to the terms of this Agreement.
9. The County acknowledges that no fees or costs are payable to or from the Regional Partners under the terms and conditions of this Agreement for the Hosting Services provided.

10. This Agreement may be terminated by any Party forthwith upon giving notice in writing to the other Parties if:
 - (a) any Party commits any breach of any term of this Agreement and shall have failed, within thirty (30) days after the receipt of a request in writing from the offended Party, to remedy the breach.
 - (b) for no cause, except to terminate the terms and conditions of this Agreement, shall provide notice, in writing, to the other Parties with a minimum of sixty (60) days notice of the intended termination date.
11. In the event that the County chooses to terminate this Agreement pursuant to Clause (10), the Regional Partners shall be entitled to negotiate with the County, a mutually agreeable date, if other than the required minimum days notice, for terminating the Hosting Services under the terms and conditions of this Agreement. The Parties shall negotiate in good faith and an extension to any negotiated date shall not be unreasonably withheld if the termination of this Agreement will impact the internal operation of any Party's GIS. At such mutually-agreeable time, the Hosting Services will be discontinued and each Regional Partner will request from the County the return of its GIS data and any copies thereof in the possession of the County.
12. In the event that any Regional Partner chooses to terminate this Agreement pursuant to Clause (10), that Regional Partner shall inform the County the date it wishes to have its GIS Data returned. Upon return of the requesting Regional Partner's GIS Data, the County shall remove all copies and/ or derivatives of that Regional Partner's GIS Data as well as any Regional Partner Website(s) being hosted by the County.
13. Upon termination of this Agreement, the Parties are not entitled to any GIS Data that is not a derivative of their own initial GIS Data provided by themselves for purposes of entering into this Agreement.
14. The County shall provide the means for each Regional Partner and/ or AAG, at each Regional Partner's discretion, to access and update its GIS Data via VPN or other suitable remote access technology.
15. The Parties, their authorized agents, employees or representatives, will not disclose or make known to any person at any time while this Agreement is in effect or at any time thereafter, any privileged matter or thing which comes to knowledge or is disclosed to the other Parties by reason of this Agreement, and shall retain all such knowledge as confidential unless the Parties are expressly authorized by the other Parties and AAG, in writing, to disclose or make known the knowledge.
16. The Parties agree that nothing in this Agreement shall create an employment relationship between the Parties or authorize or permit the Parties to make any contract, agreement, warranty or representation on each other's behalf or to incur any other obligation in the Parties' names, and at all times the Parties, in the execution of this Agreement, shall be considered independent entities.
17. Each Party shall indemnify and save harmless each and any of the other Parties, their officers, employees, and agents from any and all claims, demands, actions and costs, to the extent that such claims, demands, actions and costs are attributable to a negligent act or omission of the offending Party, its officers, employees or agents in the

performance by the offending Party of this Agreement. In the event that any such claim or demand is made, the affected Regional Partner shall;

- (a) promptly notify the offending Party; and
- (b) permit the offending Party, if requested, to conduct and control at the offending Party's own expense, the defense of such claim or demand and any related settlement negotiations; and
- (c) provide all reasonable assistance to the offending Party, and make no prejudicial admission in respect of the defense of any such claim or demand.

Such indemnification shall survive termination or expiry of this Agreement for a period of three (3) years from the said termination or expiry.

- 18. The Parties to this Agreement may add to, delete, vary or amend any provision of this Agreement by mutual agreement in writing and any changes that are mutually agreed upon by the said Parties shall be included in and form part of this Agreement.
- 19. Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered, mailed by prepaid registered mail, or sent by facsimile transmission addressed to the Party(ies) to whom it is to be given at the address shown below, or such other address notified by the other Parties in writing:

if to Elk Point at :

Town of Elk Point
Box 448
Elk Point, AB T0A 1A0
Myron, Goyan, Town Manager
780-724-2762
mjgoyan@elkpoint.ca

to the attention of:
Facsimile #:
Email:

if to St. Paul at:

Town of St. Paul
5101 - 50 St, PO Box 1480
St Paul, AB T0A 3A0
Ron Boisvert, Chief Administrative Officer
780-645-5076
rboisvert@town.stpaul.ab.ca

to the attention of:
Facsimile #:
Email:

if to Horseshoe Bay at:

Summer Village of Horseshoe Bay
Box 1053
St. Paul, Alberta T0A 3A0
Darlene Smereka, Administrator
780-724-4422
dsmereka@mcsnet.ca

to the attention of:
Facsimile #:
Email:

if to the County at:

County of St. Paul No.19
5015-49 Ave.
St. Paul, Alberta T0A 3A4
Sheila Kitz, Chief Administrative Officer
780-645-3301
skitz@county.stpaul.ab.ca

to the attention of :
Facsimile #:
Email:

Any notice shall:

- 1) if **delivered**, be deemed to have been given and received at the place of receipt on the date of delivery; or
- 2) if transmitted by **facsimile** transmission, to expedite matters, it must be followed by original within five (5) business days.
- 3) if **mailed**, be deemed to have been given and received at the place of receipt at the expiration of seven (7) business days after the mailing thereof. In the event of a postal disruption, such notices must either be delivered personally or sent by facsimile transmission.
- 4) be **carbon copied** (cc:) to Accurate Assessment Group Ltd. as follows:

	Accurate Assessment Group Ltd,
	171 Pembina Road
	Sherwood Park, Alberta T8H 2W8
to the attention of :	Greg Berger, President
Facsimile #:	780-417-8714
E-mail:	greg@aag-gis.com

20. Any and all products and/ or services contained within this Agreement are non-transferable.
21. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties, which shall not be unreasonably withheld.

IN WITNESS WHEREOF, Elk Point has affixed its' seal under the hands of its officers authorized in that behalf this _____ day of _____, 2012.

TOWN OF ELK POINT
MYRON GOYAN
TOWN MANAGER

(Seal)

IN WITNESS WHEREOF, St. Paul has affixed its' seal under the hands of its officers authorized in that behalf this _____ day of _____, 2012.

TOWN OF ST. PAUL
RON BOISVERT
CHIEF ADMINISTRATIVE OFFICER

(Seal)

IN WITNESS WHEREOF, Horseshoe Bay has affixed its' seal under the hands of its officers authorized in that behalf this _____ day of _____, 2012.

SUMMER VILLAGE OF HORSEHOSE BAY
DARLENE SMEREKA
ADMINISTRATOR

(Seal)

IN WITNESS WHEREOF, the County has affixed its' seal under the hands of its officer authorized in that behalf this _____ day of _____, 2012.

COUNTY OF ST. PAUL
SHIELA KITZ
CHIEF ADMINISTRATIVE OFFICER

(Seal)