

MEMORANDUM OF UNDERSTANDING (MoU)
REGIONAL GEOGRAPHICAL INFORMATION SYSTEMS (GIS)
SERVICES

This agreement made the ____ day of _____ 2019

BETWEEN

Regional District of Central Okanagan

AND

the Corporation of the District of Peachland,
and Westbank First Nation (“the Jurisdictions”)

WHEREAS:

- A. The Regional District of Central Okanagan AND the Corporation of the District of Peachland AND Westbank First Nation are responsible for Geographical Information Systems (GIS) Services for their respective jurisdictions; and
- B. The Parties wish to co-operate and enter into a joint agreement for the updating, processing and hosting of Core Geographical Information for a period of (5) five years.

NOW, THEREFORE, IN CONSIDERATION of the mutual ownership, term, payment requirements and assurances set out herein, the Parties agree as follows, effective January 1, 2020:

- 1. To cooperatively endeavor now and in the future to provide accurate and up-to-date core geographical information for the purpose of managing the business of government.
- 2. Each of the Jurisdictions will retain ownership of their respective data.
- 3. The Regional District of Central Okanagan will host the data and provide access to the data.
- 4. At any time, any of the Jurisdictions may request a copy of their current data.
- 5. The term of the services contemplated in this MoU shall be for a period of five (5) years commencing January 1, 2020 and ending December 31, 2024 (the “Term”).

6. Notice of service withdrawal is required in writing by June 30th of the current year if any of the member Jurisdictions wish to no longer participate in the Regional GIS function for the following year. For example, if a member wishes to withdrawal for 2021, notice would have to be given by June 30, 2020.
7. The Regional District of Central Okanagan reserves the right to give notice to the Jurisdictions by June 30th of the current year that they will no longer provide the Regional GIS function for the following year.
8. Attached to this MoU is a description of the GIS Services provided and the service levels for the core data maintained.
9. The cost distribution for the core service is based on parcel count and that will be determined at the time of billing.

Parcel count will be determined at the time of billing and be made of:

- Current / Active Parcels
- Parcels that have a spatial representation within the GIS system
- Parcels that have a unique folio number

Notes:

- Parcel data changes weekly as new data is received from BC Assessment/Land Titles/WFN Lands department.
- Folios associated with infrastructure such as power transmission lines, cable system distribution, waterworks systems, CNR right of ways, and various leases and licenses etc. are not included
- Mobile home parks have a folio associated with the park and one for each unit
- Folios with no taxable values (in BCAA) are included
- The following Jurisdictions are included:
 - District of Peachland = 318
 - Westbank First Nation = 194,199
- Parcel count on August 18, 2019:
 - District of Peachland 2,925 for \$20,328
 - Westbank First Nation 5,081 for \$35,213

These costs are payable by the Jurisdictions to the Regional District of Central Okanagan by May 1st of each year of the Term. The cost per parcel is \$6.95 for 2020 and may be adjusted annually, but not exceeding the Consumer Price Index.

10. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.

IN WITNESS WHEREOF the parties hereto have caused to be affixed their Corporate
Seals attested by the signature of their duly authorized signing officers on the date first
indicated herein:

THE CORPORATE SEAL of the REGIONAL DISTRICT

OF CENTRAL OKANAGAN)

was hereunto affixed by:)

C/S

Chair)

Date)

Chief Administrative Officer)

Date)

THE CORPORATE SEAL of the Corporation of the

District of Peachland)

was hereunto affixed by:)

C/S

Authorized Signing Officer)

Date)

Authorized Signing Officer)

Date)

THE CORPORATE SEAL of the Westbank First Nation)

was hereunto affixed by:)

C/S

Authorized Signing Officer)

Date)

Authorized Signing Officer)

Date)