

DATA SHARING AGREEMENT

THIS AGREEMENT (the “**Agreement**”) dated this 1st day of October, 2018 (the “**Effective Date**”).

BETWEEN:

The Town of Fort Frances (hereinafter referred to as the “**Municipality**”)

AND:

Her Majesty the Queen in in Right of Ontario as represented by the Minister of Community Safety and Correctional Services, operating as the Ontario Provincial Police (hereinafter referred to as the “**Province**”)

BACKGROUND

The Municipality holds Data that would assist Ontario in maintaining information required for its emergency services and policing operations.

The Province has made a request to the Municipality for access to such Data.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Municipality and the Province covenant and agree as follows:

Section 1: Definitions.

- 1.1 The following words and expressions when used in the Agreement have the following meanings, unless the context otherwise requires:
- (a) “**Data**” means the data fields as further as further described in Schedule A.
 - (b) “**Documentation**” means all documentation, whether in printed or electronic form, including installation guides, instructional materials, maintenance materials, manuals, system documentation, user guides and any other materials relating to the Data and includes all development and modifications to the foregoing and as further described in Schedule A.
 - (c) “**Ontario**” means Her Majesty the Queen in right of Ontario.
 - (d) “**Party**” means either the Municipality or the Province; and “**Parties**” means both of them.
 - (e) “**Permitted Use**” has the meaning ascribed to in Schedule A

Section 2: Term and Termination.

- 2.1 The Agreement shall commence on the Effective Date and remain in effect for 5 years unless earlier terminated pursuant to section 2.2.
- 2.2 Either Party may terminate the Agreement for any reason upon 60 Days prior written notice.

Section 3: Licence.

- 3.1 The Municipality hereby grants to Ontario a non-exclusive, transferable, perpetual, irrevocable, world-wide, fully paid-up, royalty-free licence to use, copy, modify, adapt, translate and distribute the Data and its corresponding Documentation for the Permitted Use and to authorize others, including its subcontractors and agents, to do so on behalf of Ontario. The Municipality reserves all of its copyright, intellectual property rights, and other rights in and to the Data that are not expressly granted by this Agreement. Ontario's licence and right shall be limited to modifying the Data for the purposes of converting or integrating the Data into databases held by Ontario in support of public safety & emergency service operations.
- 3.2 The Province agrees that any suggestions, recommendations or contributions made by Ontario relating to the Data or any possible improvements or changes thereto (collectively the "Suggestions") will not give or grant Ontario any right, title, or interest in the Suggestions, and to the extent that any intellectual property rights in and to the Suggestions do not immediately vest in the Municipality, Ontario assigns to the Municipality any and all of Ontario's right, title, and interest (including all intellectual property rights) in and to the Suggestions. Upon request by the Municipality, Ontario will execute any document, registration, or filing required to give effect to the foregoing assignment.

Section 4: Disclosure of Data.

- 4.1 Unless the Parties expressly set out a different frequency upon which to provide the Data in Schedule A, the Municipality shall provide the Data to the Province on a quarterly basis or at such other times as may be agreed to by the Parties. The Province understands that each time the Municipality is to provide Data to the Municipality; it will issue a licence to Ontario for this purpose. The Parties agree that any such licence, once issued, shall form part of this Agreement, even if not physically attached to it. The Municipality shall provide the Data in the format set out in Schedule A.
- 4.2 The Municipality acknowledges that the Province may provide the Data to other ministries and agencies of the government of Ontario for the Permitted Use.

Section 5: No promise.

- 5.1 The Municipality provides the Data "as is" and makes no guarantees, representations or warranties of any kind concerning the Data, either express or implied, arising by law or otherwise, including but not limited to, the accuracy, completeness and reliability of the Data, warranties of merchantability and fitness for a particular purpose, other than it is the owner of the Data (including all

intellectual property rights therein) and has the legal authority to enter into the Agreement and to provide Ontario with the Data for the Permitted Use.

Section 6: Errors and Omissions.

- 6.1 The Province shall use reasonable efforts to bring to the attention of the Municipality any errors and omissions detected in the Data.

Section 7: Notices.

- 7.1 Notices under the Agreement shall be in writing and delivered by email, postage-prepaid mail, personal delivery or fax and addressed to the other Party as provided below or as a Party shall later designate to the other Party in writing.

To the Province:

S/Sgt Derek Oates
Manager - RMS/GIS Application
Support Unit - ITTS

777 Memorial Avenue
Orillia, Ontario
L3V 7V3

Phone: 705.329.6648
Email: Geomatics.Unit@opp.ca

To the Municipality:

Travis Rob
Manager of Operations and Facilities
Town of Fort Frances

320 Portage Road
Fort Francis, Ontario
P9A 3P9

Phone: (807)274-9893 ext 1316
Email: trob@fortfrances.ca

Section 8: Entire Agreement.

- 8.1 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter and supersedes any prior agreements or understandings, collateral, oral or otherwise, between the Parties with respect to the subject matter of the Agreement.

Section 9: Contract Binding.

- 9.1 The Agreement shall inure to the benefit of and be binding upon the Parties and their successors, executors, administrators and their permitted assigns.

Section 10: Further assurances.

- 10.1 The Parties agree to do or cause to be done all acts and things necessary to implement and carry into effect the Agreement to its full extent.

Section 11: Counterparts.

- 11.1 The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 12: Freedom of Information and Protection of Privacy Act

- 12.1 The Municipality acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act* ("FIPPA") and that the Data and any information provided to the Province in connection with the Agreement may be subject to disclosure in accordance with FIPPA.

Section 13: General

- 13.1 The relationship between the Parties is that of independent contractors and does not create any right or authority of any Party to act on behalf of the other Party.
- 13.2 No amendment or modification of the Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective duly authorized officers or representatives.
- 13.3 Should any provision of the Agreement be held to be invalid by a court of competent jurisdiction, then that provision will be enforced to the extent permissible, and all other provisions will remain in effect and are enforceable by the Parties.
- 13.4 Neither the Agreement nor the performance of the obligations under the Agreement will be assigned by a Party without the prior written consent of the other Party.
- 13.5 The Agreement is to be governed by and construed in all respects in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and the Parties agree to submit to the non-exclusive jurisdiction of the courts located in the Province of Ontario.

Section 14: Costs/Fees

- 14.1 There are no fees payable by the Province in return for the grant of the right to use the Data provided by the Municipality.

IN WITNESS WHEREOF the Parties have executed the Agreement on the dates set out below.

The Town of Fort Frances

Signature: _____


Name: _____

Title: _____

Date: _____

I have the authority to bind the Municipality.

Her Majesty the Queen in in Right of Ontario as represented by the Minister of Community Safety and Correctional Services, operating as the Ontario Provincial Police

Signature: A/S/Sgt.  12724

Name: A/S/Sgt. Derek Oates

Title: Manager – RMS/GIS Application Support Unit - ITTS

Date: 01 OCT 2019

SCHEDULE A
Roads Covered by Municipal Data;
Municipal Data Format, Structure and Other Technical Details

1. Permitted Use

Ontario will use the Data for the purposes of supporting the delivery of emergency services and ensuring the public safety of Ontarians. Ontario will use the Data to add to, modify or replace Ontario's existing data, geo-based decision support, analytics and reporting. Data use will be restricted solely to public safety agencies in the Province of Ontario (the "Ontario GIS Databases").

2. Provision of Data

A. Data Format

The Municipality will provide the Data (all or portions thereof) in formats that are both readily available and convenient to the Municipal extraction process. Unless otherwise agreed, the Municipality shall provide the Data as set out below.

The Data shall represent the current street network, parcel fabric, and address information.

The Data can be provided in either digital or hard copy formats and by any one or more of the following delivery methods: FTP Site, CD/DVD, Email, Paper Maps, Faxes, and/or such other means as may be agreed to among the Parties. If sending digital files, the full data set should have an updated identifier, either a non-repeating unique identifier or (preferably) a date create/modify filed and be of the following format:

ESRI (Shapefile)*, ESRI GeoDatabase ESRI Change History File, AutoCAD (DXF), Intergraph Microstation (DGN)

*ESRI Shapefiles should have a defined projection.

Data delivery method, format and layers being supplied as per above specification:

B. Roads Covered By Municipal Data

The Data includes the following roads developed or administered by the Municipality:

<i>[instruction: The Municipality to describe the roads developed or administered by it that the Data covers. ie regional roads, city streets, planned subdivisions, resource roads, etc.]</i>
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C. Positional Accuracy – Single Line Road Network (SLRN) Data

The positional accuracy of the Data can be described as:

10 metres or less	
more than 10 metres	
Varies by road segment	
Unknown	

If the positional accuracy is more than 10 metres the SLRN Data may only use the geometry to update attribution. If the positional accuracy is 10 metres or less, the Municipality will briefly list the collection method and/or technology used. This information is used to determine the suitability of the Data, i.e. direction integration or change detection of future update projects to improve the positional accuracy of a road.

D. Documentation

The Municipality will list below any technical documents (specifications, database field descriptions, etc) that will be provided to the Province along with the Data.

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E. Data Content

Attributes listed below are preferred for use in the targeted Ontario GIS Databases. It is not expected or anticipated that the Municipality will or can provide all listed attribute data.

Official Street Name
Alternate Street Name
Address Ranges (e.g. Left & Right Address Ranges)
Addressing Points (e.g. Block Face Addresses)
Road Classification (e.g. Highway, Ramp or Local Street)
Direction of Traffic Flow (e.g. One Way Streets)
Number of Lanes (e.g. Single Lane, Dual Lanes)
Exit Number
Speed Limit
Toll Road & Toll Points
Blocked Passages (e.g. Barrier)
Road Restrictions (e.g. Width, Height, Weight, or Turn)
Road Crossings (e.g. Railway, Pedestrian, Water)
Pavement Status (e.g. Paved or Unpaved)
Pavement Surface (e.g. Asphalt, Concrete, Gravel)
Structures (e.g. Bridges, Dams or Tunnels)
Structure Name
Road Jurisdiction (e.g. Municipality Name)
Municipal boundaries
Municipally owned facilities (arenas, town halls, etc)
Municipally owned parks, trails and recreation areas (Boundaries, segments)