The Corporation of the Township of Prince
BY-LAW NO. 2015-32
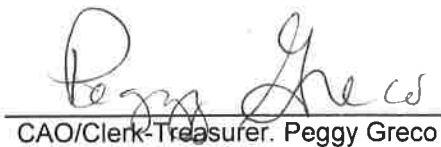
BEING A BY-LAW TO ENTER INTO AN AGREEMENT WITH
CGIS

WHEREAS Council of the Corporation of the Township of Prince deems it desirable to enter into a Municipal GIS Mapping and Data Integration Agreement with The CGIS for the GIS mapping services;

NOW THEREFORE the Council of the Corporation of the Township of Prince ENACTS AS FOLLOWS:

1. That the agreement with the CGIS attached hereto and referred to as "Appendix A" be part of the by-law.

2. That the Mayor and Clerk are hereby authorized to execute this agreement and affix the corporate seal thereto.

3. That this by-law shall come into effect from the date of passage thereof.
READ A FIRST, SECOND AND THIRD AND PASSED THIS 10th day of November, 2015.

Mayor, Ken Lamming

CAO/Clerk-Treasurer. Peggy Greco

AGREEMENT FOR

Providing
Spatial Land Information Management System (SLIMS) SERVICES

To Prince Township
Made this 1st day of November, 2015

BETWEEN:

Prince Township
{Hereinafter referred to as the Corporation}

OF THE FIRST PART

AND:

the Centre for Geographic Information Systems
{Hereinafter referred to as CGIS}

OF THE SECOND PART

WHEREAS the authority is given under the Municipal Act for the Corporation to engage in contracts for the purposes of providing services;

AND WHEREAS the Corporation requires the provision of technical services to assist the Corporation in improving its current mapping and the provision of web-enabled GIS services;

AND WHEREAS the Corporation has requested CGIS to render certain technical mapping services;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual promises and covenants contained herein, the Corporation and CGIS mutually agree as follows:

1. That CGIS agrees to provide and carry out technical mapping and data creation services as per the Corporation's requirements. Such services shall be carried out in an expeditious and professional manner. These services and resulting deliverables shall involve the following:

   A) CGIS will act as the Corporation's Application Service Provider for SLIMS and will provide a web-enabled, SLIMS application that facilitates spatial data sharing across multiple departments in the Corporation.

   B) CGIS will develop and implement, in cooperation with the Corporation, an Electronic Data Update Management System (EDUMS) for the purpose of maintaining and updating both the Corporation's digital parcel mapping and Primary Assessment Database.

   C) CGIS will provide and from time to time develop and provide to the Corporation services that are integrated with SLIMS Modules under this contract. Those modules are more generally described in Schedule B.

   D) Training and Support:
   CGIS will provide the following during regular business hours:
   Unlimited Training, On-line Telephone, e-mail, Live GoToMeeting support, Troubleshooting, and Feature Requests to the Corporation Staff provided the Corporation establishes a "Key Contact Support Model". The Model is predicated on the following principles.
   - One prime user (Key Contact) is to be established per department
   - The Key Contacts are to be trained by CGIS as "expert" users of the GIS system
   - The primary (first-line) help source for departmental staff is the Key Contact.
   - Users are encouraged to seek assistance quickly if a challenge is encountered.
   - Questions / concerns requiring action by CGIS are to be forwarded to CGIS by the Key Contacts.

2. That CGIS agrees to surrender to the Corporation upon completion of the contract, ownership of the deliverables as described under Section 1 of this agreement.

3. That for the purposes of this contract, the deliverables shall include all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation. Any related SLIMS digital coding created by CGIS shall be excluded.

4. That CGIS agrees to provide and carry out the technical mapping services in a timely fashion as per the requirements of the Corporation.

5. That the completion of the services shall be supervised and directed by the Chief Administrative Officer/Clerk-Treasurer for the Corporation.

6. That the Chief Administrative Officer/Clerk-Treasurer, for the Corporation shall review monthly invoices and where in his discretion they are reasonable and in accordance with the terms of this agreement, shall direct payment of the invoice in a timely fashion as detailed in Schedule C.

7. That CGIS agrees to complete the required services within the limits listed below. Harmonized Sales Tax is to be added to all contracted services as detailed in Schedules B and C.

8. That in the event of any dispute with respect to the payment of invoices which cannot otherwise be resolved between CGIS and the Corporation, both CGIS and the Corporation hereby agree to submit the matter to an impartial arbitrator under the Arbitrations Act whose decision shall be

final and binding.

9. Neither party may assign this agreement without the prior written consent of the other.

10. The Corporation may, with the consent of CGIS at any time following the execution of this agreement and the commencement of the associated services, delete, increase, extend, vary or otherwise alter the services associated with this agreement provided such changes are agreed to in writing by both parties.

11. CGIS shall disclose any pecuniary interest, direct or indirect, to the Corporation. The Corporation shall have the right to decide whether such interest constitutes a conflict of interest and shall have the exclusive right to terminate this agreement should such a determination be made or to utilize another firm to perform the services.

12. Termination
    A. Termination Upon completion of the Agreement
       Either party may cause this agreement to be terminated upon completion of either an Initial Service Period or at the end of any Renewal Term (as outlined in Schedule C attached to and forming part of this agreement) by notifying the other in writing of such intention no later than thirty (30) days prior to the end of either the Initial Period or the Renewal Term, as the case may be.

    B. Termination for Breach of Agreement

       a. Either the Corporation or CGIS, may for breach by either party of any term(s) of this agreement, at its absolute discretion, in addition to all other rights and remedies under this agreement and in law, prior to the end of any Agreement term either terminate this agreement or suspend delivery of any or all services upon delivery of thirty (30) day's written notice by either party to the other party.

       b. If within thirty (30) days after delivery of such notice by a party, the party has not either corrected such failure, or in the case which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the notifying party may, at its option, place the receiving party in default and the Agreement shall terminate on the date specified by such notice.

       c. Upon receipt of notice by CGIS under section 12.B. of the Agreement, CGIS shall perform no further services other than those reasonably necessary to close out the services. CGIS shall be entitled only to payment for services performed to the time of termination, together with payment for services to be reasonably necessary to close out the services, as determined by agreement between the Corporation and CGIS.

       d. Upon receipt of notice by Corporation under section 12.B. of the Agreement, any and all payments required to be made to CGIS by Corporation shall be due and payable immediately. Termination of this Agreement shall not relieve the Corporation from any liability, including amounts owing, or accrued prior to the time that such termination becomes effective.

       e. Either party shall be entitled to terminate this Agreement immediately with notice in the event of the other party's insolvency, receivership or voluntary or involuntary bankruptcy, or in the event that CGIS or the Corporation ceases to offer the services.

13. Notice
    Any notice to be provided under Section 12 shall be provided to the following
    The Corporation:
    CAO/Clerk-Treasurer
    Prince Township Municipal Office
    3042 Second Line West
    Prince Township, ON P6A 6K4

    CGIS:
    Mr. Jim Peden
    CGIS
    52 South Street
    Perth, ON K7H 2G7

14. Insurance Coverage
    CGIS will maintain the following at its expense for the duration of the contract:
    a. Professional Liability Insurance
       Professional Liability Insurance (Errors and Omissions) in the amount of $2,000,000 per claim. Professional Liability insurance is issued on a Claims Basis for claims caused by CGIS' negligence in the performance of its duties under this agreement.
       Subsequent to the conclusion of services provided under any Clause of this Agreement, Professional Liability coverage extends to a maximum of thirty (30) days.

    b. Commercial General Liability (CGL) Insurance
       Commercial General Liability (CGL) Insurance and is issued on an occurrence basis in the amount of $2,000,000.

    c. Workplace Safety and Insurance Board (WSIB)
       CGIS extends their Employers' Liability coverage to all of its employees to ensure they are covered in the event of injury. CGIS will provide written confirmation of Workers' Safety Insurance Board coverage upon request.

15. Information Rights and Agreement
    a. CGIS will keep a record of the Corporation Information furnished to it, in any medium other than oral, and of the location of such Information. All copies of the Information prepared by CGIS or its Representatives under the terms of this Agreement will be returned to Corporation immediately upon its request. Upon the request of Corporation, CGIS will provide a certificate certifying as to the complete return of all Information in accordance with the terms of this paragraph.

    b. All Information relating to the business and affairs of Corporation, including without limitation, all manuals, documents, reports, equipment, working material, data and mapping (both hard and soft copy) either supplied to CGIS by Corporation or created for Corporation by CGIS Spatial Systems are for the benefit of Corporation and are and shall remain the property of Corporation only.

    c. CGIS will keep all of the Information disclosed or delivered to it, whether electronically stored or in a tangible form in a safe and secure environment and will make reasonable efforts to protect and keep safe all of the Information disclosed from any sale, loss, harm, theft, unauthorized use, tampering, sabotage, unauthorized duplication, destruction, addition, deletion, damage or interference.

    d. CGIS acknowledges that the Information may be confidential and is a valuable asset of Corporation and all interest in the Information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of Corporation.

    e. Access to Corporation data is restricted to Corporation specified users and is not to be available to any other party, or to become part of any other CGIS service, unless negotiated through formal data sharing agreements, or to be used in any CGIS product demonstration without specific Corporation approval.

    f. Contravention of data restrictions specified in Clause 15e of this Agreement may result in the termination of the Agreement at the option of the Corporation.

    Surrender of Information
    g. That CGIS agrees to surrender to the Corporation upon completion of the Agreement, ownership of the Information as described in the "Information Rights and Agreement" section noted above in this agreement.

    h. That for the purposes of this Agreement, the Information shall include all hardcopy and digital data either provided to CGIS by the Corporation or created by CGIS for the Corporation. However, any SLIMS-related application coding, SLIMS-related documents or SLIMS-related Information created by CGIS for the purposes of this Agreement shall be excluded, unless otherwise specified by separate agreement.

    i. The Corporation acknowledges that all SLIMS and SLIMS-related application coding Information is confidential and is a valuable asset of CGIS and that all interest in the Information (including, without limitation, all copyright, trade-marks, trade secrets, patents and industrial designs) is and at all times remains the exclusive property of CGIS.

16. Limitation of Liability

Except for liability resulting from CGIS indemnification obligations under Clause 17, Indemnities, in no event shall either party be liable to the other for any loss of profits, revenues, customers or contracts, loss of or use of equipment, loss of data, business interruption or for any indirect, consequential, incidental, special, punitive or exemplary damages howsoever caused or arising under this Agreement even if such party has been advised of the possibility of same or even if same were reasonably foreseeable.

17. Indemnities

a) CGIS shall indemnify and save harmless the Corporation from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner upon, occasioned by or attributable to any injury to or death of a person or damage or loss of property arising from any willful or negligent act, omission or delay on the part of CGIS, its servants or agents in performing the Contract or as a result of the Contract.

b) CGIS shall indemnify the Corporation from all costs, charges and expenses whatsoever that the Corporation incurs in or about all claims, actions, suits, and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent, or registered industrial design resulting from the performance of obligations under this Agreement by CGIS.

c) The CGIS liability to indemnify or reimburse the Corporation under the Agreement shall not affect or prejudice the Corporation from exercising any other right under law.

18. Force Majeure

Neither party to this Agreement shall be liable to the other for any failure to perform, or delay in the performance of, any obligation under this Agreement caused by circumstances beyond its reasonable control, including but not limited to: acts of God, fire, labour difficulties or governmental action. It is agreed that the time for performance by either party shall be extended by the period of such uncontrollable circumstances. Should performance be delayed for more than one (1) month from the date of such circumstances arising, either party may terminate this Agreement.

19. Disclaimer of Warranties

Every reasonable effort has been made to assure the accuracy of the maps and other information contained in Spatial Land Information Management Systems (SLIMS). However, these maps and other information are only as accurate as the source of such maps and other information. Further, the maps and other information in SLIMS are updated only periodically and therefore may not reflect the most current, accurate and complete information.

Users Should Confirm Information.
All users of this data must understand that they should confirm any maps or other information that they receive from SLIMS with the primary source of that information.
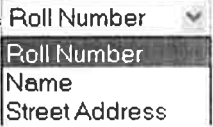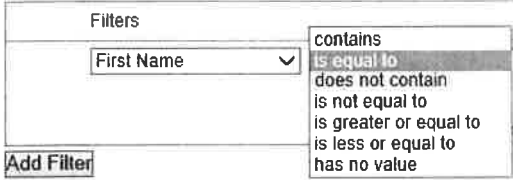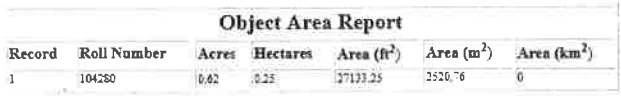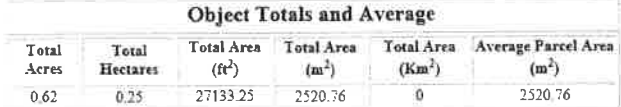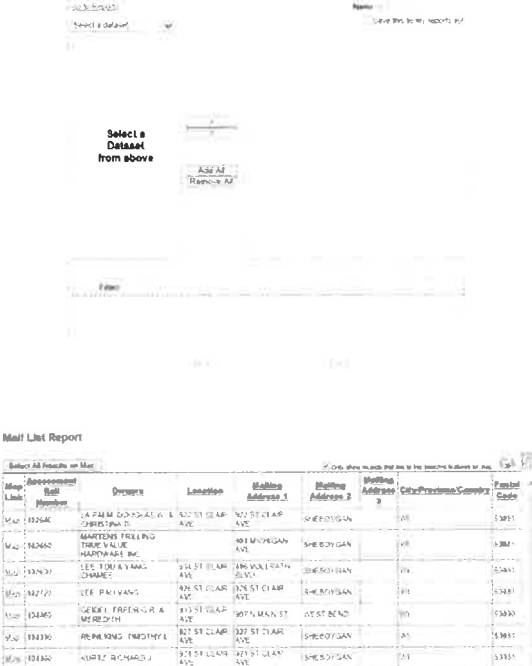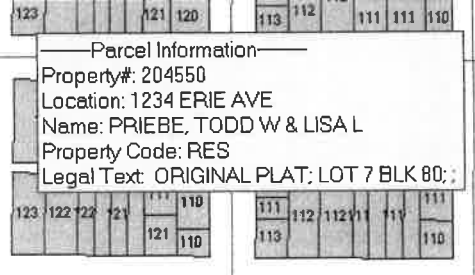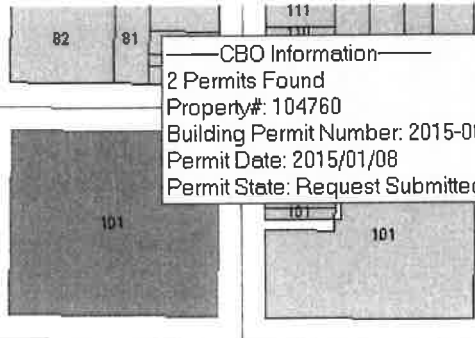
The cartographic digital files are not a legal representation of any of the features depicted, and CGIS disclaims any assumption of the legal status they represent. Information displayed in SLIMS is not intended to constitute advice nor is it to be used as a substitute for specific advice from a licensed professional. The Corporation should not act (or refrain from acting) based upon information in SLIMS without independently verifying the information and, as necessary, obtaining professional advice regarding particular facts and circumstances. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded.

The data represents an actual reproduction of data provided to CGIS by the Corporation and its agents, and is collected from various sources and will change over time without notice.

CGIS and its officials and employees make no warranty or guarantee as to the ownership of any intellectual property or other property interest contained in the information displayed in SLIMS.

Schedule A: Functionality

Includes Features 1- 11	
1. Digital Display of "GIS Ready" Digital Parcel maps and assessment database	4. Hardcopy: WYSIWYG

2. Comprehensive Query:
Search by all assessment data fields
  i) Find: Such as: ARN, Street Address, Name
 	
  ii) Search: Selected Data Fields + Boolean
 	
	5. Windows Environment
	i) Copy/Paste all SLIMS data directly to Word Processing and/or Spreadsheet and Database
	ii) Use data in mail merge
	iii) Object Size
	
	Object Area Report
	
	<table><tr><th>Record</th><th>Roll Number</th><th>Acres</th><th>Hectares</th><th>Area (ft²)</th><th>Area (m²)</th><th>Area (km²)</th></tr><tr><td>1</td><td>104280</td><td>0.62</td><td>0.25</td><td>27133.25</td><td>2520.76</td><td>0</td></tr></table>
	Object Totals and Average
	
	<table><tr><th>Total Acres</th><th>Total Hectares</th><th>Total Area (ft²)</th><th>Total Area (m²)</th><th>Total Area (Km²)</th><th>Average Parcel Area (m²)</th></tr><tr><td>0.62</td><td>0.25</td><td>27133.25</td><td>2520.76</td><td>0</td><td>2520.76</td></tr></table>

3. Reports: Mailing, Planning, Custom Reports 	6. Mouse-over: Street Names, ARN, Water Bodies, or any feature with database associated

7. Road Centerline – OBM, NRVIS or GPS'd	10. Zoom and Buffer on selected property
8. Toolbar/function buttons: Select, Zoom out, Zoom in, Zoom Goto, Unzoom, Zoom Previous, Pan, Reports, Print, Help	11. Mailing List, Labels and Envelopes from Buffers
9. Map Window Pop-up: Pan, Reload, Print, Copy, Zoom (Goto, width, Scale, Selected, Previous, Out, Unzoom), Bookmarks (Add, Select, Delete), Select (Map Objects, Radius, Polygon, Within, Clear), View (Report, Buffer, Distance), Help (Preferences, Contents, About)	
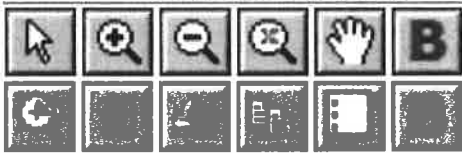
cgis

Schedule B: Integrated GIS Modules

Service Modules:

1) The following **Municipal Management Service Modules** are included in the SLIMS contract.

   i. **Assessment Information Management System** (Provincial AIMS)
      Integration of Provincial Assessment information data fields as defined in CGIS' feature definition specification. CGIS will download from the municipal data server and integrate into GIS on a quarterly basis.

   ii. **GIS Technician and Development Services**
      CGIS Staff will review any request for additional data sets to be integrated into Corporation GIS and will provide firm quotes, up front, to perform creation, conversion, and integration or maintenance services.
      Quotes will be based on the nature of the request with consideration for time and urgency and are guided by the current established hourly rate for CGIS Services:
      a) GIS Technician Services (service rates detailed in Schedule C)
      b) Development Services (service rates detailed in Schedule C)

   iii. **Imagery Service**
      Raster Data (e.g. Aerial or Satellite Imagery) added to SLIMS. Files provided by the client must be orthorectified or Georeferenced. The preferred format for files is tiled ECW or GeoTIFF.
      The cost for the service is detailed in Schedule C.
      Please note that orthorectified or Georeferenced imagery can reveal alignment issues with the parcel fabric or other vector layers. Correction of these alignment issues is possible, however is not included in the monthly Aerial Imagery Service.

2) The following **Additional Municipal Service Modules** are also included in the SLIMS contract and are delivered at an additional fee. (See also Schedule C)

   i. **Selection Editor**
      Selection Editor enables authorized users to edit specific Corporation datasets directly in the GIS. The Corporation will detail the following, in writing:
      a) which datasets become editable;
      b) which users have access to data;
      c) whether user access is read-only or read/write to edit the datasets.

      Configuration will be subject to final approval from CGIS as some datasets, such as the assessment dataset, are not able to be setup for editing in the GIS.

3) The Corporation may, with the consent of CGIS at any time following the execution of this agreement and the commencement of the associated services, delete, increase, extend, vary or otherwise alter the Module services associated with this agreement provided such changes are agreed to in writing by both parties.

Schedule C: Agreement Term, Fees

1) Agreement Term
a) Initial Service Period:
   This Initial Service Period commences November 1st, 2015 and ends on October 31st, 2018.
b) Renewal Term:
   I. This Agreement shall automatically renew annually for an additional 12 month term (a Renewal Term) unless the Agreement is terminated under Clause 12 of the Agreement.
   II. Renewal Terms may be subject to negotiation and ratification by the respective parties.

2) Fees
a) SLIMS fees shall be payable quarterly in advance.
b) The recurring SLIMS fees invoice is payable on or before the 1st day of the first day of the first month of any quarter without penalty.
c) The penalty for late payment of SLIMS fees is 2%.
d) The quarterly Fees chargeable under this Contract shall increase on each anniversary of the Agreement by an amount equal to the National Total Consumer Price Index increase for the twelve (12) month period preceding the Agreement anniversary.

3) Service Modules
The following service Module(s) are included in this Agreement.
a) SLIMS Service: As described in Main Agreement and Schedule A
   Fee: $200 per month ($600 per quarter)
b) Assessment Information Management System (Provincial)
   Fee: Included in SLIMS Service Fee
c) GIS Technician and Development Services:
   I. 2015 GIS Technician Services: Discounted at $75/hour
   II. 2015 Development Services: TBD based on request
d) Raster Data (e.g. Aerial or Satellite Imagery)
   The initial service fee allows up to 5 Gigabytes of raster storage space. Raster storage space in excess of 5 Gigabytes will be charged at $1/Gigabyte/month.
   GIS Technician time to prepare and configure initial imagery or update and configure new imagery in SLIMS will be sized and quoted based on the Services Fees in Schedule B.
   Fee: $15 per month ($45 per quarter)
   Note: Alignment of Parcels or other vector layers to Imagery is not included and will need to be reviewed and costs quoted with the CGIS GIS Coordinator separately.

4) Additional Municipal Service Modules
a) Selection Editor
   Fee: 10% of monthly SLIMS Service (Current Selection Editor Fee: $20 per month)