

## **COMMITTEE OF THE WHOLE – JUNE 16<sup>TH</sup>, 2003**

### **REQUEST TO ENTER INTO AN AGREEMENT WITH REGIONAL MUNICIPALITY OF YORK FOR DATA, APPLICATION AND RESOURCE SHARING**

#### **Recommendation**

The Commissioner of Economic/Technology Development and Communications, in consultation with the Director of Information Technology (IT) Services, recommends:

1. That this report be received for information;
2. That staff be authorized to negotiate and finalize the agreement with York Region;
3. That a By-Law be enacted to authorize the Mayor and City Clerk to sign related documents, upon the City Solicitor being satisfied with the form of the agreement.

#### **Purpose**

The purpose of this report is to request Council for approval to put in place a collaborative process between the City of Vaughan and the Regional Municipality of York with respect to Geographic Information System (GIS) data, application and resource acquisition, maintenance and sharing. The agreement would be in the form of a Memorandum of Understanding (Attachment A – Draft Memorandum of Understanding). There would be no costs to the City in respect to this agreement.

#### **Background - Analysis and Options**

The City and the Region share common geography. Both organizations spend considerable resources in the process of collection, validation and management of similar data related to each organization's respective GIS initiatives. Buildings, roads, public infrastructure, transit routes, etc, appear on plans and maps used by both organizations. Collection, validation and management of such information is time consuming and costly for the City and the Region. An opportunity exists to streamline such activities and realize efficiencies for both organizations.

By formally committing to collaborate on efforts spent to enrich the data and applications for the City's Enterprise GIS initiative, and the York Region GIS Project, both organizations stand to benefit. The benefits would be in the form of better access to a larger source of GIS data at a reduced cost to both organizations, and a potential reduction in the effort of GIS applications development.

All York Region municipalities have already entered into a formal collaboration agreement with the Region. The agreement would serve as a "guiding principle", and would not commit the City to projects of no value to the City.

#### **Conclusion**

By entering into a formal collaboration agreement with the Region of York for GIS data, applications, and resources sharing, the City and the Region will have better access to a larger source of GIS data at a reduced cost to both organizations, and a potential reduction in the effort of GIS applications development.

It is, therefore, recommended that staff be authorized to negotiate and finalize the agreement with York Region, and that the Mayor and City Clerk be authorized to sign related documents.

**Attachments**

Attachment A – DRAFT Memorandum of Understanding

**Report prepared by:**

Dimitri Yampolsky, Director of Information Technology (IT) Services – Ext. 8352

Respectfully submitted,

**FRANK MIELE**, Commissioner  
Economic/Technology Development  
and Communications

**DIMITRI YAMPOLSKY**, Director  
Information Technology (IT) Services

ATTACHMENT A – DRAFT Memorandum of Understanding



Memorandum of Understanding  
("MOU")

Between:

The Regional Municipality of York  
(the "Region")

and

The Corporation of the City of Vaughan  
(the "City")

*Draft*

Regarding

**Data, Application and Resource Sharing**

**1. Purpose**

The purpose of this Memorandum of Understanding is to implement a collaboration between the Region and the City with respect to data, application and resource acquisition, maintenance, and sharing.

**2. Goal**

Through the York Region Geographic Information Systems (GIS) Project, also known and referred to herein as "YorkInfo" and the City's GIS Program, the Region and the City share the following goal with respect to data, application, resource acquisition, maintenance, and sharing to reduce duplication of effort amongst tax funded organizations serving the population of York Region.

**3. Roles and Responsibilities**

The Region and the City will use their best efforts to achieve the spirit and intent of the roles and responsibilities set out in this MOU.

(a) The Region shall provide to the City:

- i) all vector, and related unrestricted attribute data for review, that are of interest to the City, either developed by the Region or made available to the Region through partners of YorkInfo, as they become available;
- ii) regular updates of all vector, raster and related unrestricted attribute data of interest to the City, as listed above in 3. (a) i);
- iii) consider, on a request by request basis, providing the City with access to available

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Regional staff resources, applications related to the production of spatial data and associated attributes, cartographic design, and technical or policy expertise with respect to matters associated with the implementation of data, application, and resource acquisition, maintenance, and sharing;

- iv) all the foregoing requests for Region data are subject to the current applicable policies and agreements of the Region and require the signing of the standard "Request for Digital Mapping Files" disclaimer;
- v) a covenant that any and all products developed by the Region on the City's behalf shall be and remain the sole and exclusive property of the City and shall not, without prior written consent, be used for any other purposes than those directly related to undertaking the production of same for the City; and
- vi) without limiting the foregoing, the Region will provide at no cost to the City, 2002 Orthophotography and Digital Terrain Data (Proposal No. P-01-71) for the Region inclusive of the City.

(b) The City commits to:

- i) consider, on a request by request basis, providing the Region with certain vector, raster and related unrestricted attribute data, that are of interest to the Region, either developed by the City or made available to the City through partnerships, as they become available;
- ii) consider, on a request by request basis, providing the Region with certain updates of vector, raster and related unrestricted attribute data of interest to the Region as listed above in 3.(b) i; and,
- iii) consider, on a request by request basis, providing the Region with access to available City staff resources, applications related to the production of spatial data and associated attributes, and technical or policy expertise with respect to matters associated with the implementation of data, application, and resource acquisition, maintenance, and sharing;
- iv) all the foregoing requests for City data are subject to the current applicable policies and agreements of the City and require the signing of cities' legal disclaimer; and
- v) provide a covenant that any and all products developed by the City on the Region's behalf shall be and remain the sole and exclusive property of the Region and shall not, without prior written consent, be used for any other purposes than those directly related to undertaking the production of same for the Region.

(c) The Region and the City jointly commit to develop:

- i) a strategy for acquiring, maintaining, and sharing further data, resources and applications that avoids any duplication of investment and that maximizes returns for the Region, the City, and other partners of YorkInfo; and,
- ii) administrative and operational practices which will streamline data, application, and resource acquisition, maintenance, and sharing.



**4. Protocol for Data, and Resource Sharing**

The Region and the City jointly agree that:

- (a) the ownership and confidentiality of the other party's data, applications, and resources will be respected by each party;
- (b) this MOU is limited to the internal use of the other party's data, applications, and resources, and further, that commercial use of the other party's data, applications, or resources requires a separate agreement and agreements shall also be required for any value-added or derivative products created from each other's data;
- (c) consistent with the respective disclaimer to be signed by each of the parties as noted in section 3. (a) iv and section 3. (b) iv; data, and resources provided by each party are without any warranty of any kind, expressed or implied as to accuracy or completeness and in no event will either party be liable to each other or to any other party for direct, indirect, general, special, incidental, consequential or similar damages arising from the use of, or inability to use the data or the media on which such data is recorded. In no event will either party be liable in any way, for any loss or potential loss of revenue by the other parties;
- (d) applications to be shared shall not include any systems software or application software, which, through sharing, would violate the copyright and licensing provisions of others. The emphasis for sharing will be for special scripts and computer programs normally developed by the end user of the application software, extending the utility of the particular software function and are developed without restrictive license provisions;
- (e) they will endeavour to bring to the attention of the other any errors or omissions detected in the data and that the parties will endeavour to forthwith correct such errors or omissions and supply the other with the corrections;
- (f) each party will notify the other party in writing immediately upon becoming aware that any of the other party's data, applications, or resources have been released to or became available in any way to any person or any body not permitted by this MOU; and,
- (g) each party will direct to the other party all requests for the other party's data, applications, or resources.

**5. Term**

Subject to Clause 6 below, this MOU shall be for a term of three (3) years commencing May 1, 2003 and ending April 31, 2006 (both inclusive). This Memorandum of Understanding may be renewed if both parties agree in writing.

**6. Early Termination**

Notwithstanding Clause 5, either party hereto may terminate this MOU prior to the expiry of the Term by providing at least sixty (60) days written notice to the other party that this MOU is being terminated.

**ATTACHMENT A – DRAFT Memorandum of Understanding**



Upon the expiration of the sixty (60) day notice period, this MOU shall become null and void and the parties hereto shall have no further rights, duties or obligations to one another.

Draft

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**SIGNED,**

Authorized by Clause No. x  
Report No. x of the Regional Planning  
and Economic Development Committee  
Adopted by Regional Council at  
its meeting held on xxxx, 2003.

**THE REGIONAL MUNICIPALITY OF YORK**

Per: \_\_\_\_\_

Draft

**THE CORPORATION OF THE CITY OF VAUGHAN**

Per: \_\_\_\_\_