A RESOLUTION
BY CITY UTILITIES COMMITTEE

03- R -0945

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A DATA SHARING AGREEMENT WITH ADS CORPORATION OF DELAWARE D/B/A ADS ENVIRONMENTAL SERVICES, INC. TO PROVIDE DIGITAL INFORMATION NEEDED FOR THE IMPLEMENTATION OF THE INTELLISCAN SYSTEM AUTHORIZED UNDER CONTRACT FC-6244-95A. THE INFORMATION PROVIDED BY THE CITY WILL BE USED TO DEVELOP AN INTERNET BASED SYSTEM THAT WILL BE USED TO DETECT OR PREDICT EVENTS THAT MIGHT LEAD TO SEWAGE OVERFLOWS. THE DEPARTMENT OF WATERSHED MANAGEMENT WILL PROVIDE THE INORMATION TO ADS ENVIRONMENTAL SERVICES, INC. AT NO COST TO THE CITY AND AT NO COST TO ADS ENVIRONMENTAL SERVICES, INC. AND FOR OTHER PURPOSES.

WHEREAS, ADS ENVIRONMENTAL SERVICES, INC. has requested a copy of the City's digital, planimetric BASEMAP with sewer and parcel information for use in developing contract documents for work orders authorized under City contract FC-6244-95A; and

WHEREAS, the Commissioner of the Department of Watershed Management has recommended that a data sharing agreement be executed between ADS Environmental Services, Inc. and the City of Atlanta, to provide the necessary GIS information for the implementation of the IntelliScan System. This system is needed to detect or predict events that might lead to sewage overflows; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to execute appropriate data sharing agreements with ADS Environmental Services, Inc. under the terms and conditions specified in the attached data sharing agreement.

Section 2: The terms of the agreement shall continue for an initial period of one (1) year from the date of execution of the Intelliscan contract and may be renewed, at the City's sole option, for five (5) additional one-year terms.

Section 3: All resolutions and parts of resolutions in conflict herewith are hereby repealed.

A true copy,

Deputy Clerk

ADOPTED by the Council JULY 07, 2003
APPROVED by the Mayor JULY 12, 2003

STATE OF GEORGIA

COUNTY OF FULTON

DATA SHARING AGREEMENT FOR ADS ENVIRONEMNTAL SERVICES

This AGREEMENT entered into this ____ day of _____, 2002 between **ADS CORPORATION OF DELAWARE d/b/a ADS ENVIRONMENTAL SERVICES,** hereinafter referred to as **"ADS"** and the **CITY OF ATLANTA, GEORGIA**, hereinafter referred to as the **"City"** as follows:

WITNESSETH:

WHEREAS, ADS has requested a copy of a portion of the City's digital, planimetric BASEMAP with topographic and parcel information for usage in developing contract documents for work orders authorized under City contract FC-6244-95A; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ADS and the City do hereby covenant and agree as follows:

1.

The City does not insure, warrant or represent the accuracy and/or reliability of the information/digital/database/mapping products and/or any spatial and temporal integrity of the data provided to ADS. ADS hereby accepts the information/digital database/mapping products in an "AS IS" format and expressly assumes all risks and liabilities, which may arise in any way from the information/digital database/mapping products furnished by the City to ADS. ADS shall indemnify and hold the City harmless from any damages or claims whatsoever that may result from inaccuracies, omissions and or errors which may exist in any portions of the BASEMAP or any other layers supplied to ADS. This Agreement in no way entitles ADS or any of its officers, agents, employees or representatives to recover any damages whatsoever from the City for unreliable or inaccurate information and/or information regarding which spatial and temporal integrity is not verified.

2.

ADS hereby agrees that the copy of the requested areas of the City's digital BASEMAP and any other digital information provided is and shall at all times remain the property of the City and it will not be copied and transferred to any third party for any reason whatsoever without prior written approval of the City.

3.

The City shall provide ADS a copy of portions of the City's digital BASEMAP with topographic and parcel information, as requested, at no charge, provided all terms, conditions and covenants stipulated in this agreement are strictly adhered to by ADS.

4.

ADS acknowledges and understands that portions of the City's "BASEMAP" requested by ADS shall only cover the area covered by the existing ADS flow monitoring network and located within City boundaries.

5.

ADS shall provide the City with a digital copy of any update or improvement made to the BASEMAP by ADS within thirty (30) days of completion of such update or improvement. Said digital copy will be transferred to the City on magnetic media or CD ROM that is mutually compatible to both the City's computer system and ADS's computer system in DXF, DGN, Arc/Info, Intergraph MGE, or AUTOCAD format as mutually agreed to by both parties at the time of the transfer.

6.

The provision of electronically formulated CAD Map Data or any other information/digital databases and/or mapping products to ADS is authorized by the City only for the limited purpose of assistance to ADS in connection with its performance of IntelliScan® implementation under City Contract FC-6244-95A in, and any use of such data for other purposes is expressly prohibited, including without limitation, its sale or transfer to non-profit or for-profit entities.

7.

The term of this Agreement shall be for a period of one year from the above written date. This Agreement may be terminated by the City at its convenience at any time upon thirty (30) days written notice to ADS specifying the effective date of termination of the Agreement. Additionally, this Agreement may also be terminated by the City for cause upon seven (7) days written notice if ADS fails to comply with any term or provision of this Agreement or fails to fulfill any of its obligation under this Agreement. Upon the termination or expiration of this Agreement, the City may take possession of any data designs, licenses, equipment, materials, plans, tools, and property of any kind furnished by the City in connection with this Agreement.

8.

ADS acknowledges and represents that the database as well as each publication of data provided to the ADS by the City, will contain the following notice and disclaimer:

The information and data contained herein have been compiled from government and non-government technical reports and from material supplied by various sources and are intended to be used for reference purposes only. Neither the City of Atlanta ("City") nor ADS insure, warrant or represent its accuracy. In addition, this information and data provided without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular use, nor is it warranted that the information and data will meet the user's requirements. The user is in further cautioned that the information and data being made available should not be used in lieu of other contractually cited references, specifications and/or standards. Publication of the information and data is not an expression of the opinion of ADS as to the quality or durability of any product mentioned. In no event will ADS be liable for any damages including, but not limited to, lost profits, lost savings or other incidental, special, or consequential damages arising from the use or inability to use the information and data being made available. Any use for advertising, promotional or any other commercial purposes of this information in conjunction with the name of ADS is expressly prohibited.

9.

This Agreement shall not be assigned by either party.

10.

The provisions of sections 1, 6 and 8 of this Agreement shall survive the termination or expiration of this Agreement.

11.

For the purposes of this Agreement, ADS is not an agent of the City, and ADS has no express or implies authority to act on behalf of or make any representations whatsoever on behalf of the City.

12.

Any notice or communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or three (3) days after mailing by U.S. registered mail or U.S. certified mail, return receipt requested, or hand delivered, to each party at its address as follows:

To the City:

_____

_____

To ADS:

Richard Blais
IntelliScan® Project Manager
ADS Environmental Services
5030 Bradford Blvd.
Building One, Suite 210
Huntsville, AL 35805

13.

Neither party shall be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligation and responsibilities promptly upon removal of any such cause.

14.

The parties to this Agreement hereby consent and agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

15.

The waiver or failure of either party to exercise any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

16.

In the event any one or more of the paragraphs or provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason or in any respect, the validity, legality and enforceability of the remaining paragraphs and provisions shall not in any way be affected or impaired thereby.

The provisions of this Agreement shall (a) constitute the entire agreement between the City and ADS with respect to the subject matter hereof and supersede any negotiation, proposal or agreement, written or oral, prior to the date of execution of the Agreement, there being no agreements or understandings other than those written and specified herein, and (b) unless otherwise specifically recognized in this Agreement, shall be modified or amended except by written agreement duly entered into and executed by the parties with the same formality as this Agreement.

THEREFORE, IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials on the date and year first above written.

ATTEST:

ADS ENVIRONMENTAL SERVICES, INC.

CORPORATE SECRETARY
(SEAL)

PRESIDENT/VICE PRESIDENT

ATTEST:

CITY OF ATLANTA

MUNICIPAL CLERK
(SEAL)

COMMISSIONER, DEPARTMENT OF
WATERSHED MANAGEMENT

APPROVED AS TO FORM:

APPROVED:

SR. ASSISTANT CITY ATTORNEY
DEPARTMENT OF LAW

CHIEF FINANCIAL OFFICER
DEPARTMENT OF FINANCE

APPROVED:

CHIEF OF PROCUREMENT
DEPARTMENT OF PROCUREMENT

RCS# 4853
7/07/03
4:05 PM

Atlanta City Council

Regular Session

********** CONS AGEN I Pgs 1 - 14 except:0715,0976
0852, 0950, 0946, 0963, 0926, 0975
ADOPT

YEAS:	15
NAYS:	0
ABSTENTIONS:	0
NOT VOTING:	0
EXCUSED:	0
ABSENT	1

Y Smith	Y Archibong	Y Moore	Y Mitchell
Y Starnes	Y Fauver	Y Martin	Y Norwood
Y Young	Y Shook	Y Maddox	Y Willis
Y Winslow	Y Muller	Y Boazman	B Woolard

****

		7/07/03 Full Council Meeting
ITEMS ADOPTED ON CONSENT	**ITEMS ADVERSED ON CONSENT**	**ITEMS ADVERSED ON CONSENT**
1. 03-O-0850	38. 03-R-0989	49. 03-R-1002
2. 03-O-0949	39. 03-R-0991	50. 03-R-1004
3. 03-O-0955	40. 03-R-0992	51. 03-R-1005
4. 03-O-0909	41. 03-R-0994	52. 03-R-1006
5. 03-O-0961	42. 03-R-0995	53. 03-R-1007
6. 03-O-0553	43. 03-R-0996	54. 03-R-1008
7. 03-O-0925	44. 03-R-0997	55. 03-R-1009
8. 03-R-0981	45. 03-R-0998	56. 03-R-1010
9. 03-R-0956	46. 03-R-0999	57. 03-R-1011
10. 03-R-0965	47. 03-R-1000	58. 03-R-1012
11. 03-R-1033	48. 03-R-1001	59. 03-R-1013
12. 03-R-0920		60. 03-R-1014
13. 03-R-0945		61. 03-R-1015
14. 03-R-0966		62. 03-R-1016
15. 03-R-0967		63. 03-R-1017
16. 03-R-0968		64. 03-R-1018
17. 03-R-0969		65. 03-R-1019
18. 03-R-0977		66. 03-R-1020
19. 03-R-0978		67. 03-R-1021
20. 03-R-0979		68. 03-R-1022
21. 03-R-0889		69. 03-R-1023
22. 03-R-0940		70. 03-R-1024
23. 03-R-0941		71. 03-R-1025
24. 03-R-0942		72. 03-R-1026
25. 03-R-0943		73. 03-R-1027
26. 03-R-0944		74. 03-R-1028
27. 03-R-0962		
28. 03-R-0983		
29. 03-R-0984		
30. 03-R-0985		
31. 03-R-0986		
32. 03-R-0987		
33. 03-R-0988		
34. 03-R-0989		
35. 03-R-0991		
36. 03-R-0992		
37. 03-R-0994		

Consent I Vote: 15 Yeas; 0Nays: (See RCS #4853)

Items Removed from the Consent Agenda: 03-O-0852; 03-O-0926; 03-O-0950; 03-R-0715; 03-R-0946; 03-R-963; 03-R-0975; 03-R-0976

03- R -0945

(Do Not Write Above This Line)

A RESOLUTION

BY CITY UTILITIES COMMITTEE

AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A DATA SHARE AGREEMENT WITH ADS CORPORATION OF DELAWARE D/B/A ADS ENVIRONMENTAL SERVICES, INC. TO PROVIDE DIGITAL INFORMATION NEEDED FOR THE IMPLEMENTATION OF THE INTELLISCAN SYSTEM AUTHORIZED UNDER CONTRACT FC-6244-95A, ANNUAL CONTRACT FOR INSPECTION AND FLOW MONITORING OF COMBINED SEWERS AND SANITARY SEWERS; AND FOR OTHER PURPOSES.

ADOPTED BY

JUL 0 7 2003

COUNCIL

- ❑ CONSENT REFER
- ❑ REGULAR REPORT REFER
- ❑ ADVERTISE & REFER
- ❑ 1st ADOPT 2nd READ & REFER
- ❑ PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Refferred To:

Date Referred

Referred To:

First Reading

Committee

Date

Chair

Referred To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

FINAL COUNCIL ACTION

❑ 2nd ❑ 1st & 2nd ❑ 3rd

Readings

☑ Consent ❑ V Vote ❑ RC Vote

CERTIFIED

CERTIFIED

JUL 0 7 2003

Felicia A. Moore

COUNCIL PRESIDENT PROTEM

CERTIFIED

JUL 0 7 2003

Rhonda Dauphin Johnson

MUNICIPAL CLERK

MAYOR'S ACTION

Stanley Frank

JUL 1 2 2003