



**A SUBSTITUTE RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A DATA SHARING AGREEMENT WITH HDR ENGINEERING, INC. IN ORDER TO PROVIDE DIGITAL INFORMATION NEEDED FOR WEBEX, A WEBSITE TO COLLABORATE IN THE DESIGN AND CONSTRUCTION OF CITY INFRASTRUCTURE PROJECTS AUTHORIZED UNDER CONTRACT WITH OTHER PARTIES. THE INFORMATION PROVIDED BY THE CITY WILL BE UTILIZED FOR CITY PERSONNEL USAGE AND WILL INCLUDE BOTH GIS AND DATABASE INFORMATION FOR CAPITAL PROJECTS SUCH AS SEWER SEPARATION, SEWER REMEDIATION AND WATER SYSTEM RENEWAL, WHICH INTERFACES WITH QUALITY OF LIFE BOND ISSUE PROJECTS AND OTHER CAPITAL PROJECTS. THE DEPARTMENT OF WATERSHED MANAGEMENT WILL PROVIDE THE INFORMATION TO HDR ENGINEERING, INC. AT NO COST TO EITHER PARTY, AND FOR OTHER PURPOSES.

WHEREAS, HDR Engineering, 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; and

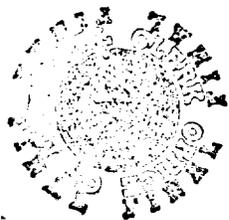
WHEREAS, the Commissioner of the Department of Watershed Management has recommended that a data sharing agreement be executed between HDR Engineering, Inc. and the City of Atlanta, to provide a website for the collaboration of the design and construction of City infrastructure projects; and

WHEREAS, the information provided by the City will be utilized for City personnel usage and will include both GIS and Database information for capital projects such as sewer separation, sewer remediation and water system renewal, which interfaces with quality of life bond issue projects and other capital projects.

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 HDR Engineering, 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 WEBEX 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.

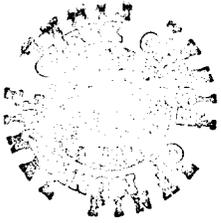
A true copy,

A handwritten signature in black ink, appearing to be "K. L. ...", written over a horizontal line.

Deputy Clerk

ADOPTED by the Council
APPROVED by the Mayor

JULY 07, 2003
JULY 12, 2003



STATE OF GEORGIA

COUNTY OF FULTON

DATA SHARING AGREEMENT FOR HDR ENGINEERING, INC

This AGREEMENT entered into this ____ day of _____, 2003 between **HDR ENGINEERING, INC**, hereinafter referred to as "**HDR, Inc**" and the **CITY OF ATLANTA, GEORGIA**, hereinafter referred to as the "**City**" as follows:

WITNESSETH:

WHEREAS, **HDR, Inc** has requested electronic copies of the City's current sewer infrastructure information, results of recent sewer system evaluation surveys (SSES) throughout the City as it becomes available, current parcel information, topographic information and other pertinent electronic data for usage in developing a capital projects conflict resolution and coordination website for the City's use authorized under City contract FC- 6710-96B; 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, **HDR, Inc** 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 **HDR, Inc**. **HDR, Inc** 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 **HDR, Inc**. The City-Consulting Company 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 **HDR, Inc**. This Agreement in no way entitles **HDR, Inc** 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.

HDR, Inc 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 **HDR, Inc** electronic copies of the City's digital BASEMAP with topographic and parcel information, current sewer infrastructure, etc., as requested, at no charge, provided all terms, conditions and covenants stipulated in this agreement are strictly adhered to by **HDR, Inc**.

4.

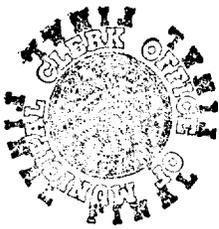
HDR, Inc acknowledges and understands that the City's "BASEMAP" requested by **HDR, Inc** shall cover all of the area located within City boundaries.

5.

HDR, Inc shall provide the City with a digital copy of any update or improvement made to the BASEMAP by **HDR, Inc** 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 **HDR, Inc's** computer system in DXF, DGN, Arc/Info or ArcGIS, 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 **HDR, Inc** is authorized by the City only for the limited purpose of assistance to **HDR, Inc** in connection with its performance of construction of (activities described) under City Contract FC- 6710-96B 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. The City at its convenience may terminate this Agreement at any time upon thirty (30) days written notice to **HDR, Inc** specifying the effective date of termination of the Agreement. Additionally, the City for cause upon seven (7) days written notice may also terminate this Agreement if **HDR, Inc** fails to comply with any term or provision of this Agreement or fails to fulfill any of its obligations 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.

HDR, Inc acknowledges and represents that the database as well as each publication of data provided to the Consultant 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 **HDR, Inc** 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 the **City or HDR, Inc** as to the quality or durability of any product mentioned. In no event will the **City or HDR, Inc** 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 the **City or HDR, Inc** is expressly prohibited.

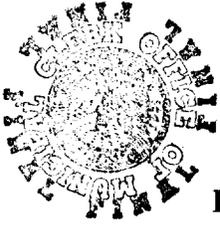
9.

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, **HDR, Inc** is not an agent of the City, and **HDR, Inc** 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:

Keith Toomer
Department of Watershed Management

To **HDR, Inc**: (State contact person and complete address)

Andrew Tsivoglou
Senior Water Engineer
1908 Cliff Valley Way, Suite 200
Atlanta, Georgia 30329

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.



ATTEST:

CORPORATE SECRETARY
(SEAL)

HDR ENGINEERING, INC.

PRESIDENT/VICE PRESIDENT

ATTEST:

MUNICIPAL CLERK
(SEAL)

CITY OF ATLANTA

COMMISSIONER, DEPARTMENT OF
WATERSHED MANAGEMENT

APPROVED AS TO FORM:

SR. ASSISTANT CITY ATTORNEY
DEPARTMENT OF LAW

APPROVED:

CHIEF FINANCIAL OFFICER
DEPARTMENT OF FINANCE

APPROVED:

CHIEF OF PROCUREMENT
DEPARTMENT OF PROCUREMENT

RCS# 4875
7/07/03
5:23 PM

Atlanta City Council

Regular Session

03-R-0946 DATA SHARING AGRMNT W/HDR ENGINEERING TO
 PROVIDE INFO FOR WEBEX
 ADOPT ON SUB

YEAS: 14
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 0
EXCUSED: 1
ABSENT 1

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

03-^R-0946

(Do Not Write Above This Line)

A RESOLUTION

BY CITY UTILITIES COMMITTEE

AUTHORIZING THE MAYOR OR HER DESIGNEE TO ENTER INTO A DATA SHARE MANAGEMENT AGREEMENT WITH HRS ENGINEERING, INC. TO PROVIDE DIGITAL INFORMATION NEEDED FOR THE IMPLEMENTATION OF THE INTELISCAN SYSTEM AUTHORIZED UNDER CONTRACT FC-6710-96B, ANNUAL CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REF **07 2003**
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & **RE-COUNCIL**
- PERSONAL PAPER REFER

Date Referred _____

Referred To: _____

Date Referred _____

Referred To: _____

Date Referred _____

Referred To: _____

First Reading

Committee _____

Date _____

Chair _____

Referred To _____

1st reading 7/1/03

7/1/2003

Chair: [Signature]

Fav, Adv, Hold (see rev. side)

Other: [Signature]

Members: [Signature]

[Signature]

[Signature]

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Committee _____

Date _____

Chair _____

Action _____

Fav, Adv, Hold (see rev. side) _____

Other _____

Members _____

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd

Readings

Consent V Vote RC Vote

CERTIFIED

CERTIFIED

JUL 7 2003

[Signature]
COUNCIL PRESIDENT PROTTEM

CERTIFIED

JUL 07 2003

[Signature]
MUNICIPAL CLERK

MAYOR'S ACTION

[Signature]

JUL 12 2003