

Smart**Cities**Council

Smart Cities Council Readiness Workshop Proposal for

Town of Cary

<DATE>

Overview

The Smart Cities Council is a global member-based organization of smart cities practitioners. Together, the Council's member companies employ well over 1,500,000 people in 150+ countries. Over the past five years, we have completed more than 10,000 smart cities projects all over the world.

The Smart Cities Council offers Readiness™ Workshops as outlined herein to assist cities in becoming more livable, workable and sustainable. The Council proposes to implement a Readiness Workshop for [the Town of Cary \("Cary"\)](#) to refine its vision and solidify a plan for implementing smart cities technologies to digitally transform Cary and help it attain its goals of [<GOALS>](#).

The deliverables include a Smart City Readiness Report™ stemming from the workshop that includes an overview of [the City's Cary's](#) current smart status, stakeholder input into goals, priorities and solution opportunities, and recommendations to advance Cary to the next phase in its transformation.

Cary Smart Cities Readiness Workshop

The proposed workshop will be highly interactive. Breakout groups will be facilitated by highly qualified, senior experts in smart cities technologies, processes, and leadership development.

The workshop is NOT a conference with panelists or an exposition of solutions with booths and tables. It instead focuses on a specific process targeting agreed outcomes.

The workshop will be structured around the Council's *Smart Cities Readiness Guide*, a globally acclaimed framework for a smart city or state. The workshop will be strictly vendor neutral, stressing open standards and best practices that apply regardless of the technology brands eventually used.

Goals

The Smart Cities Readiness Workshop will focus on the following objectives:

- Shared smart cities knowledge – frameworks, principles, case studies
- Baseline assessment and target setting
- Systems-thinking and agile methodologies to sponsor transformation
- Action planning for next phase of smart cities strategy
- Leadership development and governance for next phase of smart cities strategy

Priority City Challenge and Opportunity areas that ~~Carythe-City~~ wishes to advance in the workshop will be determined in advance by Cary and the Council.

Participants

The Council recommends a process wherein ~~Carycity~~ leaders nominate key ~~Carycity~~ staff that have operational or information technology responsibilities. This process identifies those who can use the workshop's process and teaching to teach others and improve outcomes.

The Council and ~~CaryCity~~ also agree on participants to invite from various stakeholders to include other government organizations, academia, nonprofits, real estate, information technology and utility organizations. The Smart Cities Council can also provide representatives from its Partner companies to provide a global perspective on the most effective smart cities approaches.

For an audience of 250, a typical audience breakdown may include:

- 100 from city staff and ~~CaryCity~~ elected leaders
- 25 from utilities (water, waste, electric) and transportation authorities serving the city or region
- 20 from state and nearby municipal governments
- 20 from nonprofits that work within ~~Carythe-city~~, e.g. representing community groups, sustainability organizations and economic development interests
- 10 from academia
- 10 from local real estate interests (developers, construction companies, investors)
- 15 from other private sector companies and innovation organizations with smart city influence
- Approximately 40 from Council partners
- Approximately 10 from the Council as speakers, moderators and facilitators

Process for Participant Recruitment

- ~~Caryity~~ provides Council with names and contact data for those to be invited
- ~~Caryity~~ will invite its partners and allow participation based on possible contributions.
- Inquiries to the ~~Caryity~~ for participation will be forwarded to Council and the parties will discuss such requests. Parties shall work together to optimize full stakeholder participation

Dates & Location

The proposed date for the Workshop will be ~~<DATE>~~ at ~~<VENUE>~~ in Cary.

Topics

The Council uses its Smart Cities Readiness Guide as the primary resource for the workshop. The Readiness Guide is an ongoing collaborative effort between global technology companies, academic institutions, nonprofits and cities to identify global best practices. The workshop will also draw on existing Cary planning documents and smart cities strategies.

The discussions will take a holistic approach to smart city development, and cover the necessary focus on technology. Topics will also include organization, governance, citizen engagement and finance as they influence the proper use of technology to achieve Cary’s future vision.

The workshop will include careful preparation including interviews with key stakeholders; review of key documents; collection of “vital statistics” and baseline information; identification of priorities and programs; and familiarization with current smart cities journey.

A preliminary agenda outline is shown below. This would be further shaped in discussion with Cary to customize it to your needs.

TOPICS	DESCRIPTION
FACILITIES – LARGE ROOM OR AUDITORIUM TO HOLD AT LEAST 250 PEOPLE. 4-5 BREAK-OUT ROOMS FOR FIFTY PARTICIPANTS EACH.	
Welcome	Senior CaryCity Official welcome and overview of Smart Cities Vision and goals for workshop
Setting the Smart City Context	Attendees will gain a full understanding of what makes up a smart city; how its different components work together synergistically; the benefits it delivers to governments and citizens; and the conceptual framework that creates a holistic vision that spans all departments. <ul style="list-style-type: none"> • Definition • The Smart Cities Framework • Essential city systems and enabling technologies • Systems thinking and agile approaches • Smart city benefits • Smart city indicators and metrics • Smart city planning and road mapping techniques
Caryity Briefing	Overview of top Caryity Challenge or Opportunity areas targeted for workshop discussion (Caryity Subject Matter Experts)
Advancing Cities Solution Showcase	Series of short case studies by industry experts providing relevant solutions and benefits that have been applied in other cities
Action Planning 1	Action planning breakout session I for key areas previously identified by Caryeity officials and stakeholders. Carefully facilitated with report back to plenary group.

Action Planning 2	Action planning breakout session II for key areas previously identified by Carycity officials and stakeholders. Carefully facilitated with report back to plenary group.
Next Steps	Facilitated discussion workshop insights and next steps, including governance best practices
Reception	Optional informal networking session over light food and refreshments.

Memorandum of Understanding between Smart Cities Council and Cary

The parties agree to the following terms and conditions:

1. Deliverables:

- a. By Council. Shall include a one-day Readiness Workshop ('Workshop') based on the Program that is part of this proposal. The Program may not be changed without Smart Cities Council written agreement.
- b. In-Kind. As described in Exhibit A, Cary is eligible to take advantage of certain in-kind benefits offered by Council Partners. The parties will work together to identify which 'in-kind' benefits will provide assistance to Cary in its current situation. Cary agrees that these 'in-kind' benefits are offered by third parties and the Council does not guarantee their efficacy, nor delivery and Cary will work separately with these third parties to initiate and manage use of these 'in-kind' benefits.

2. Fee Payment to Council: There shall be no fee paid to the Council. The Council will provide all the deliverables described in section 1a above at no cost to Cary.

3. Conditions. The following conditions are made a part of this Memorandum of Understanding and may not be changed without the written agreement of both parties:

- a. **Dates** - The workshops shall be held at the Cary <VENUE> on <DATE>.
- b. **Publicity & Attendance** -
 - i. Cary will title the workshops as '**Smart Cities Council Readiness™ Workshops for Cary.**
 - ii. The parties shall work together to maximize attendance of global and regional stakeholders that can actively assist Cary in its efforts. These efforts will include customized digital landing pages, emails and social media.
 - iii. The Workshop will be publicized as '**invite only.**' All registrations shall be managed by the Council with data shared with Cary with both parties agreeing as to which requests for invitation to accept.
- c. **Workshop Program** - The Program shall be as included in this Proposal and include a Solution Showcase at which Smart Cities Council Global Partners may provide information about their solutions.
- d. **Audience** - The parties estimate an audience of about <#> people and will work together as outlined herein to recruit the

best audience possible. All information about the attendees will be shared between and among the parties.

- e. **Workshop leaders** - Smart Cities Council shall provide the workshop leaders, facilitators and moderators at no cost to Cary.
- f. **Logistics** - Cary will provide at its cost all facilities, logistics (AV), and catering for the Workshop.
- g. **Sponsorship** - The parties shall work together to find sponsors to defer expenses. Cary shall provide the Council with an estimate of its out of pocket (non-facility) costs and the parties shall work together to find sponsors. The parties agree that the Council may also seek sponsorships from its partners and other third parties to defer its costs. Any party contacting Cary for sponsorship shall be referred to the Council.
- h. **Attendance at Smart Cities Week.** In consideration of this Agreement, Cary will agree to send, at the Council's cost, two (2) senior representatives to each Smart Cities Week Conferences held in Santa Clara, CA and Washington DC on May 7-9 and October 2-4, 2018 respectively. These representatives will be expected to participate in the programs for each conference and educate the audience about smart city developments in Cary.

4. Additional Terms. The following conditions are made a part of this Memorandum of Understanding and may not be changed without the written agreement of both parties.

- a. Insurance. Council and Council's permitted subcontractors shall purchase and maintain on a primary basis and at its sole expense during the term and for three years after the termination of this Agreement insurance for the following: protection from claims under Worker's or Workmen's Compensation Acts covering claims arising out of or related to bodily injury, including bodily injury, sickness, disease or death of any of Council's employees or subcontractors; Commercial General Liability Insurance, including contractual liability and covering bodily injury, property damage, products and completed operations and personal injury; Commercial Automobile Liability Insurance, including owned, hired and non-owned vehicles, if any, covering bodily injury and property damage; Cyber Liability covering infringement, information theft, release of private information, damage, destruction and alteration of electronic information, extortion, network security, breach response costs, and regulatory fines; and Professional Liability/Errors & Omissions Insurance (if applicable) covering claims arising out of or related to Council's performance under this Agreement.

Unless otherwise specified on Attachment 1, minimum limits of insurance coverage are:

<u>General Liability</u>	<u>\$1,000,000 per occurrence/ \$2,000,000 aggregate</u>
<u>Commercial Automobile Liability</u>	<u>\$1,000,000 CSL</u>
<u>Commercial Excess Liability / Umbrella Policy</u>	<u>\$1,000,000 per occurrence</u>
<u>Workers Compensation</u>	<u>Statutory Limits</u>
<u>Employer's Liability</u>	<u>\$500,000 each accident</u>
<u>Professional Liability</u>	<u>\$1,000,000 per claim</u>
<u>Cyber Liability</u>	<u>\$2,000,000 per claim and aggregate</u>

The Council may satisfy the insurance limits above with a combination of primary and umbrella/excess liability insurance policies. Umbrella/Excess liability shall follow form as to each of the underlying policies. Any available insurance proceeds in excess of or broader than the specified minimum limits of insurance and coverage shall be available to the Town.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Insurers

The minimum insurance ratings for any company insuring the Council shall be Best's A-. Should the ratings of any insurance carrier fall below the minimum rating, the Town may, at its option, require the Council to purchase insurance from a company whose rating meets the minimum standard. Council's insurance carrier(s) shall be authorized to do business in the state of North Carolina. If Council is unable to find an authorized carrier for any line of insurance coverage, Council shall notify Town in writing.

Additional Insured Status

All insurance policies (except Workers Compensation and Professional Liability) shall name the Town, its elected officials, officers, employees and volunteers as an additional insured.

Notice of Cancellation

Each policy shall provide that the Town shall receive not less than thirty (30) days prior written notice, when available, of any cancellation or non-renewal of coverage of any of the policies. Upon notice of such cancellation, non-renewal or if a policy's

limits are exhausted, Council shall procure substitute insurance so as to assure Town that the minimum limits of coverage are maintained continuously throughout the periods specified herein.

Primary

Council's insurance coverage shall be primary for any claims related to this agreement.

Waiver of Subrogation

The insurer shall have no right of recovery or subrogation against Town, its agents or agencies, it being the intention of the parties that the insurance policies shall protect Town and be primary coverage for any and all losses covered by the policies.

Verification of Coverage

A certificate of insurance and all endorsements required shall be provided at, or prior to, execution of this Agreement. The Town's review or acceptance of certificates of insurance shall neither relieve Council of any requirement to provide the specific insurance coverage set forth herein nor shall it constitute a waiver or acknowledgement of satisfaction of the specific insurance requirements set forth in this Agreement.

Certificate Holder address should read:

Town of Cary
PO Box 8005
Cary, NC 27512-8005

Special Risks or Circumstances

The Town reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

5.

Indemnification.

- a. General Indemnity. To the fullest extent permitted by Laws and Regulations, Council shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to professionals' fees and charges and all court or other dispute resolution costs), by whomsoever brought or alleged, arising out of, resulting from, or in connection with (a) any breach by Council of any term or condition of Agreement, (b) any breach or violation by Council of any applicable Law or Regulation, or (c) any other cause resulting from any act or

failure to act by Council under this Agreement, but only to the extent caused by any negligence or omission of Council. This indemnification shall survive the termination of Agreement.

- b. Intellectual Property Indemnity. To the fullest extent permitted by Laws and Regulations, Council shall indemnify and hold harmless the Town, its officers and employees, from and against all claims, costs, civil penalties, fines, losses, and damages (including but not limited to all professionals' fees and charges and all court or arbitration or other dispute resolution costs), by whomsoever brought or alleged, arising out of or related to infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by Town in writing ('Town required design'). If Council has reason to believe the use of a Town required design is an infringement of an intellectual property right, Council shall be responsible for such loss unless such information is given to the Town immediately upon becoming aware of such possible infringement. This indemnification shall survive termination of Agreement.

6. Public Records. Council acknowledges that that records in the custody of Town are public records and subject to public records requests. Town may provide copies of such records, including copyrighted records, in response to public record requests, except that, upon request of and indemnification by Council, the Town will not disclose records that meet all of the requirements of a trade secret as set forth in N.C.G.S. 66-152, that are specifically designated as a "trade secret" or "confidential" at the time of initial disclosure by Council, and that are otherwise entitled to protection under N.C.G.S. 132-1.2(1). If Council, its employees or subcontractors, during provision of Services, becomes aware of or has access to confidential records or information or information of the Town that is protected from disclosure by Federal or State law ("Confidential Information"), Council, its employees and subcontractors, shall not disclose any such Confidential Information. Any definition of "confidential," "confidential information," "trade secret," or the like contained in Base Agreement is hereby disclaimed and deleted.

7. Entire Agreement; Amendments to Agreement. This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral, including clickthrough agreements, clickwrap agreements, clickwrap licenses, or similar non-reciprocal agreements (collectively, "clickthrough agreement"). Agreement may be amended only by written amendment signed by both parties. Neither party may amend, or seek to amend, this Agreement by clickthrough agreement.

- 8.** Governing Law. The parties acknowledge Agreement is a “business Agreement” subject to the provisions of N.C.G.S. Chapter 1G and agree that Agreement and the rights and duties of the Parties shall be governed by the laws of the State of North Carolina, without regards to conflict of laws provisions. The Parties further agree that any dispute arising from Agreement shall be litigated in the courts of the State of North Carolina and any and all suits or actions related to Agreement shall be brought exclusively in Wake County, North Carolina. Service of process may be effected by delivery by any method permitted under the N.C. Rules of Civil Procedure on the office or individual specified in Paragraph 19 ‘Notice’ or on any officer of the Council.
- 9.** Survival. All representations, indemnifications and other terms and conditions of Agreement which by their nature should survive Agreement termination shall survive its expiration or termination.
- 10.** Gifts and Favors. Council shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32.
- 11.** Nondiscrimination. Neither party shall discriminate on any prohibited basis. Council shall comply with the Americans with Disabilities Act of 1990 (“ADA”).
- 12.** Electronic Version of Agreement. Town may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.
- 13.** No Third-Party Beneficiaries. Unless otherwise explicitly stated, there are no third-party beneficiaries to Agreement.
- 14.** Performance of Government Functions. Nothing contained in this Agreement shall be deemed or construed so as to restrict or inhibit the Town’s police powers or regulatory authority.
- 15.** Further Assurances. Council agrees that it will cooperate with Town and will execute and deliver, or cause to be delivered, all such other instruments, and will take all such other actions, as Town may

reasonably request from time to time in order to effectuate the provisions and purposes of Agreement.

16. No Waiver of Sovereign or Qualified Immunity. Nothing in this Agreement shall be construed to mandate purchase of insurance by Town pursuant to N.C.G.S. 160A-485 or to in any way waive Town's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law. No officer, agent or employee of Town shall be subject to any personal liability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute this Agreement in their official capacities only, and not in their individual capacities. This section shall not relieve any such officer, agent or employee from the performance of any official duty provided by law.

Smart Cities Council Inc.	Cary
By:	By:
Title	Title
Date	Date

Exhibit A – In-Kind Benefits

The following Smart Cities Council Partners are providing generous sponsorship for the 2018 Readiness Challenge program. Each of the winning cities will receive the following benefits:

- Qualcomm will donate an Inspired by Qualcomm® Thinkabit Lab™ — career materials, circuit boards and teaching resources to host a hands-on STEM lab.
- SYNEXXUS will supply control nodes, management software and support for a pilot network of up to 48 smart street lights.
- IES will create a Community Information Mode (CIM) – a data rich, 3D geospatial database to store, represent, and manage virtual 3D city models.
- IBI Group will work with the Smart Cities Council to produce a Readiness Roadmap™ using the insights generated during the Readiness Workshop.
- Edison Electric Institute (EEI) will support the efforts of electric companies to collaborate with cities on successful applications and follow on activities.
- Battelle will provide management and technical advisory services to selected cities as they develop strategy, technology and planning roadmaps.
- Itron and Sensus will sponsor the overall program and contribute their expertise in workshops and mentoring sessions throughout the year.
- CompTIA will offer 50 free certification vouchers, CertMaster test prep, a profile in its magazine and Cyberstates report, and a role at its annual conference.
- Pennoni will provide access to OPTICS, its web-enabled platform that shows where cities are spending money on utilities, as well as an energy audit for up to five buildings.