



WCCD | **WORLD COUNCIL ON CITY DATA**

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December 22, 2022

Mayor Christi Fraga
City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166, USA

Dear Mayor Fraga,

Thank you for continuing to be part of the World Council on City Data (WCCD) and the global network of innovative cities committed to improving city services and quality of life through high calibre, ISO certified city data. Doral is a valuable contributor to this global network of over 100 data driven cities, allowing for insightful city-to-city comparisons and learning opportunities.

The WCCD would like to invite you to renew your certification for ISO 37120 for the years 2022, 2023 and 2024. ISO 37120 certification must be renewed annually in order to continue to be a part of the WCCD Global Cities Registry™. Your commitment to re-certification ensures year-over-year data continuity and measurement of your City's progress. To indicate your commitment to re-certify, please sign the following WCCD Registration and Certification Agreement attached.

We look forward to continuing our highly valued relationship. Together we can build sustainable, prosperous, liveable and smart cities through standardised verified data.

Best regards,

Dr. Patricia McCarney
President and CEO
World Council on City Data

WCCD ISO 37120 Certification and Registration Agreement

This WCCD Service Agreement for Certification and Registration (the Agreement) is made as of the 22nd day of December 2022.

Between

The World Council on City Data, operating as the WCCD, a not-for-profit Canadian corporation with a place of business at 130 Queens Quay East, Suite 1308, Toronto, Ontario, M5A 0P6, Canada
(The "WCCD")

And

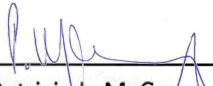
The City of Doral
(The "City")

IN CONSIDERATION of the mutual covenants and agreements set out below and in the attached Schedule A, the parties hereby agree as follows:


1. The City shall complete the WCCD ISO 37120 data submission process by submitting and reporting on the indicators according to the definitions and methodologies set out in ISO 37120. This shall be completed within three months upon receipt of payment of the annual fee.
 - a. A draft certification timeline shall be established prior to the commencement of this work, where the WCCD will outline all expectations and deadlines necessary to meet the city's desired certification timeline. Note that this timeline may be affected by circumstances beyond the control of the WCCD or the City, including, but not limited to, the timely delivery or availability of data from data custodians internal or external to the city.
2. The WCCD will provide services towards the certification and registration of the City in the WCCD Global Cities Registry™ in accordance with ISO 37120 (the "Services"). Data verification services are also included in the annual payment and are conducted by independent third-party verifiers contracted by the WCCD.
3. The WCCD's engagement hereunder shall commence upon signing of the Agreement and receipt of the first-year fee identified in item four (4) below. The duration of the Agreement shall be three years from the date the agreement has been signed (the "Term") and governs certification for 2022, 2023 and 2024. Certification under ISO 37120 and registration in the WCCD Global Cities Registry™ for the City is in effect and valid for one year only, renewable annually for the three years of the Agreement.

4. The City shall pay the WCCD USD\$15,000 in Year 1 of the Agreement. This cost includes an annual certification and registration fee. The annual fee will increase by 5% each subsequent year.
5. To complete certification under this Agreement, the WCCD will require economy class travel to Doral for three (3) team members at a minimum of three (3) nights. Travel costs (transportation, accommodation, and per diem) shall be invoiced separately, and are not included in the fees outlined in Clause 4.
6. The offers, fees, and services described in this WCCD ISO 37120 Certification and Registration Agreement are valid for 60 days from the date of its issuance.

The Agreement is executed by the following individuals, who warrant that they have the authority to enter into the Agreement:



Dr. Patricia L. McCarney
President and CEO
World Council on City Data (WCCD)

City of Doral
Date: 12/27/22
Signature: 
Name: **Carlos Arroyo**
Title: **Acting City Manager**
City/Division: **City of Doral**

Please review Schedule A, initial each page and provide a signature where indicated.

SCHEDULE A

GENERAL CONDITIONS

1. Services

- 1.1 Subject to the compliance by the City of the terms and conditions herein, upon completion of the Services, the WCCD shall provide the City with a written notice of the level of certification achieved by the City (i.e., Bronze, Silver, Gold, or Platinum).
- 1.2 **Changes and Additions to Services:** If the City provides a written request that the WCCD perform additional work or make other changes to the Services, the WCCD shall provide the City with a written assessment of the cost of such change and/or additional work and an estimate of the additional time that will be required.

2. Fees

- 2.1 **Invoices:** Unless otherwise provided for in the Agreement, the WCCD will invoice the City as described in the Agreement, annually. Invoices will be payable by the City within thirty (30) days of the date of the invoice. If the Agreement is terminated in accordance with Section 7.2, the WCCD will invoice the City for all Services performed and expenses incurred but not paid up to the termination date.
- 2.2 If the WCCD certification process is not completed within one calendar year (twelve months) of the receipt of payment, an additional fee totaling 50% of the original certification fee will be billed to the city, thereby extending the certification process by an additional six months.
- 2.3 If the City requests adjustments to data already certified in previous years, additional charges may be incurred.

3. Release of Information

- 3.1 The City agrees that all information provided to the WCCD is governed by the Agreement, as described in sections 3.4 and sections 5.1, 5.2 and 5.3. In addition, items identified below will be kept confidential by the WCCD, its affiliates, associates, and contractors:
 - a) Correspondence
 - (1) Between the City and the WCCD
 - (2) Between the City and third-party verifiers
 - b) Contact information

3.2 The City, with justification, may, prior to providing the applicable supporting documentation, request that such supporting documentation to be provided during ISO 37120 certification for third-party verification of information be kept confidential by the WCCD. The WCCD will consider each request on a case-by-case basis.

3.3 The obligation of confidentiality does not include situations where:

- a) the information has already been released to the public domain by the City or by a third party;
- b) the information must be released by law or an order of a court or tribunal;
- c) the WCCD has received the same information without restriction from another party;
- d) the City consents in writing to release of the information;
- e) the information was in the WCCD's possession before receipt from the City; or
- f) the information is independently developed by the WCCD.

Where release of the information is required by law or an order of a court or tribunal, the WCCD will notify the City that it has received notice requiring release.

3.4 Notwithstanding the termination or expiry of the Agreement or the expiry of any Certificate, the City hereby consents and grants to the WCCD all rights necessary to utilize any information – with the exception of items identified in Sections 3.1a, 3.1b, and 3.2 – in any manner, including the publication and use of such information. The WCCD assumes no responsibility or liability for the accuracy or completeness of such the City information. The City waives any claim against the WCCD and agrees to defend, indemnify and hold the WCCD, its members, employees, directors, contractors and representatives harmless from any claim, loss, injury or liability arising from the use of the City information by the WCCD in accordance with the terms hereof.

4. Use of Information by the WCCD

4.1 The City acknowledges and agrees that information provided by the City may be used to create public-facing work products including, but not limited to, indices, sub-registries, presentations at meetings, symposiums and conferences, reports, papers or other documents or for any other purpose consistent with the purpose of the WCCD or that the WCCD deems appropriate.

4.2 The City represents and warrants that it has all necessary rights to grant to the WCCD the rights set out in the Agreement, including Section 4.1 and that all information made available to the WCCD is, to the best of its knowledge and belief, complete and accurate and is not copyrighted by the City.

5. Use of Information by the City

5.1 Use of the information and tools made available on www.dataforcities.org and its subdomains (collectively, the “WCCD Website” – including the WCCD City Members Portal) is governed by the WCCD Website and Portal Terms of Use Agreement. The City agrees to abide by the terms set out within WCCD Website and Portal Terms of Use Agreement, which appear upon login of the WCCD City Members Portal, and is repeated below in section 5.2.

5.2 Individuals within the City that have been granted password access by the WCCD to the WCCD City Members Portal (“Users”) acknowledge that Data from the WCCD Website and the Portal may not be shared or disclosed to any person or party outside of the City and acknowledges that this Data is for internal use only to the City. The User also acknowledges that the Terms of Use for the WCCD City Data in the WCCD City Members Portal, specifically prohibits commercial use of all material and Datasets made available on the WCCD City Members Portal and Website, and as reiterated below:

- **Users may only access the WCCD Website and Portal on behalf of its municipal government (“your City”).**
- **Users will not share your username or password with anyone, whether inside or outside of your City.**
- **Users are only authorized to use the WCCD Website, Portal, and Data for non-commercial purposes that are internal to the City. Any commercial use of the Website, Portal, or Data, in whole or in part, directly or indirectly, is forbidden, unless specifically authorized in writing by WCCD.**
- **Users may not share or disclose Data (including any downloaded graphs), including the Data of other cities in any form, to any person outside of the City including to consultants contracted by the City, for any reason, unless specifically authorized in writing by WCCD.**
- **Users will not allow any third party to remove or otherwise alter any proprietary marks, notices, or disclaimers on Data accessed through the Website or Portal. For example, if a screenshot of the Website, Portal, or any Data is taken, such a screenshot must include the WCCD’s branding and must specify that the information is for internal use only, and must not be shared outside of the City unless authorized in writing by WCCD.**
- **Users will not engage in or permit any “screen scraping”, “Database scraping” or any other activity intended to collect, store, reorganize, or manipulate Data or the pages produced by, or displayed on, the Website and Portal.**
- **All year over year visualizations are based on the year of the workbook, not the source year of the Data, unless otherwise stated. Any analysis shall consider the source year of Data recorded in the workbook. The WCCD reserves the right to audit indicators periodically. Downloads of visualizations or Data reflect the Database at a single point in time. The workbooks and visualization portal shall be referenced for the most current Data.**
- **The WCCD reserves the right, in its sole discretion, to terminate, limit, or suspend the access of Users to the Website and Portal without notice or liability, for any reason whatsoever, including in connection with actual or attempted breach of any of the terms above.**

5.3 Enhanced datasets – which contain additional information that is not provided in the datasets in the WCCD City Members Portal - may become available to WCCD member cities. Commercial

use and distribution of these enhanced datasets is explicitly prohibited. The City agrees that it will not sell or distribute enhanced datasets.

6. Branding

6.1 Copyright: the WCCD retains full copyright over any works described in Section 4.1.

6.2 Use of Trade-marks and Business Names: Neither party shall use the name, business name, trademarks or logos of the other party in any advertising, publicity, marketing or other materials intended for public release, whether in hard copy or electronic format, without the express written permission of the other party. This does not include usage of trademarks or logos where previously agreed upon.

7. Term

7.1 Term: The term of the Agreement is three (3) years.

7.2 Termination: The Agreement may be terminated by either party giving to the other party thirty (30) business days prior written notice of such intention to terminate. Upon termination, the City shall compensate the WCCD for all Services performed and expenses incurred by the WCCD up to the termination date as per Section 2.1.

7.3 Indemnification: Although the WCCD agrees to use its reasonable best efforts to carry out the Agreement in the manner specified, the City acknowledges and agrees that the WCCD assumes no liability whatsoever with respect to the subsequent use by any party of any document or other product arising from the Services provided by the WCCD or the performance of Services by the WCCD. The City acknowledges and agrees to the foregoing, and hereby releases and indemnifies the WCCD, its members, employees, directors, contractors and representatives from any and all claims for losses and damages relating to or arising from the Agreement.

8. Certification

Duration of Certification

8.1 Subject to these terms and conditions, the Certificate is valid until the expiry date referenced therein. Access to the WCCD City Members Portal is only valid until the same expiry date.

8.2 Within one (1) month after Certification, the WCCD will provide the City with an invoice to renew certification for the subsequent year. Upon receipt of the payment and updated data reporting for the subsequent year for ISO 37120 certification, and following verification by the third-party verifier, the WCCD shall provide a new Certificate for the subsequent year setting out the applicable expiry date to the City. After Year 3 of Certification under the Agreement, a renewal invoice will be sent to the City within one month of certification.

Changes to Certification

- 8.3 The City must promptly inform the WCCD of any change in relation to any factors that may reasonably impact the level of certification received by the City, including any changes to any indicators that could reasonably affect the validity of the Certificate.

Use of Certificate

- 8.4 The City must not, without the WCCD's permission, alter, modify or deface the Certificate or the WCCD seal of approval in any of its forms.
- 8.5 Subject to these terms and conditions, the City may publicize the fact that Certification has been granted and use the Certificate as evidence of Certification. The City cannot copy or reproduce the Certificate or WCCD seal of approval by any means without the written consent of the WCCD, unless where previously agreed upon.
- 8.6 The City will receive two (2) copies of the certificate. Additional copies of the certificate can be purchased from the WCCD for USD 50.00 per copy plus shipping and handling.
- 8.7 The Certificate does not imply that any Certification is approved by any authority other than the WCCD.

9. Misrepresentation of Certification

9.1 The City must not:

- a) engage in any conduct which might mislead, deceive or confuse any person in relation to; or
- b) otherwise misrepresent the nature, status, scope or effect of its Certification by the WCCD.

- 9.2 The City must promptly comply with any directions given by the WCCD to correct any conduct or misrepresentation in breach of clause 9.1.

10. Suspension, Cancellation or Expiry of Certification

10.1 The City's Certification shall be suspended with immediate effect in the following circumstances:

- a) the WCCD gives notice to the City that it considers that Certification is no longer appropriate; or
- b) the City is in breach of any terms or conditions in the Agreement.

10.2 If the City's Certification is suspended:


- a) the WCCD must within 30 days of notifying the City of the suspension, furnish the City with information outlining the steps that must be taken by the City to enable the suspension to be lifted;
 - b) the City must immediately take all steps necessary to enable the suspension of its Certification to be lifted; and
 - c) the City must take all steps reasonably required by the WCCD to prevent the public being misled.
- 10.3 If the WCCD is satisfied with the remedial action taken by the City, the WCCD may lift the suspension of Certification by notifying the City.
- 10.4 The WCCD may cancel the City's Certification with immediate effect by giving notice to the City if the City's Certification has remained suspended for a period of more than 90 days.
- 10.5 If the City's Certification is cancelled or the Agreement is terminated under Section 10.1, the City must immediately:
- a) pay to the WCCD all amounts due but unpaid by the City;
 - b) cease using any Certification mark or seals of approval licensed in connection with the City's Certification (if any);
 - c) withdraw from public display and return to the WCCD, as required by the WCCD, the original and all copies of the Certificate; and
 - d) cease all advertising, promotions or other publication in connection with Certification.

11. Miscellaneous

- 11.1 **Non-assignability:** The Agreement is personal to the parties and shall not be transferred or assigned, by operation of law or otherwise without the prior written consent of the other party.
- 11.2 **Entire Agreement:** The Agreement including any schedules referenced herein supersedes, terminates, and replaces any and all prior agreements between the parties relating to the subject matter hereof and may not be amended except by an agreement in writing signed by both parties. Any schedules referred to in the Agreement are incorporated by reference and form part of the Agreement.
- 11.3 **Further Assurances:** The City shall, at the reasonable request of the WCCD, do all things and provide all assurances including the execution and delivery of such additional documents or instruments or the obtaining of consent and or permission for the use of any information as may be reasonably required to carry out the actions contemplated by the Agreement or the purpose of the WCCD Global Cities Registry™.

- 11.4 Third Party Beneficiaries:** Except as otherwise provided in the Agreement, the parties intend that the Agreement does not create any right or cause of action in favour of, any Person, other than the parties to the Agreement.
- 11.5 Severability:** If any provision of the Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.
- 11.6 Waiver:** No waiver of any of the provisions of the Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right (or partial right) under the Agreement will not operate as a waiver of that right and will not preclude a party from any other or further exercise of that right or the exercise of any other right.
- 11.7 Counterparts:** The Agreement may be executed in any number of counterparts (including counterparts by facsimile or other electronic transmission) and all such counterparts taken together will be deemed to constitute one and the same instrument. If a party sends a facsimile or other electronic transmission it shall also deliver the original signed counterpart to the other party; however, failure to deliver the original signed counterpart shall not invalidate the Agreement.
- 11.8 Successors Bound:** The Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 11.9 Currency:** Unless otherwise provided in the Agreement, all monetary amounts refer to US Dollars.
- 11.10 Relationship of the Parties:** The relationship of the parties to the Agreement is independent contractors. Nothing in the Agreement shall be interpreted to create a partnership, agency or contract of employment between the parties.
- 11.11 Notices:** Any notices required under the Agreement shall be given to the parties at their respective addresses set forth above until a new and different address shall be established for either party on the basis of notice given to the other party. Any notice given in accordance with the foregoing shall be deemed to have been received by the other party on the same day it is personally delivered or sent by fax or the date of receipt by registered mail, whichever is sooner.
- 11.12 Language of Agreement:** The WCCD Certification and Registration Agreement is executed in English. If translation is required (at a cost to be borne by the City), the English text will prevail in the event of any differences that arise during translation.

I agree to the terms as set out in the Agreement and as per Schedule A.

<i>City of Doral</i>	
Date:	<u>12/27/22</u>
Signature:	<u></u>
Name:	Carlos Arroyo
Title:	Acting City Manager
City/Division:	City of Doral