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2 **Resolution Relating to**  
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**RESOLUTION**  
Sponsor(s): Councilors Shannon,  
Paul  
\_\_\_\_\_  
Introduced: \_\_\_\_\_  
Referred to: \_\_\_\_\_  
\_\_\_\_\_  
Action: \_\_\_\_\_  
Date: \_\_\_\_\_  
Signed by Mayor: \_\_\_\_\_

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6 AUTHORIZATION TO EXECUTE MEMORANDUM OF  
7 UNDERSTANDING WITH US IGNITE  
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12 **CITY OF BURLINGTON**

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14 In the year Two Thousand Thirteen.....  
15 Resolved by the City Council of the City of Burlington, as follows:

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17 That WHEREAS, the City of Burlington is one of twelve municipalities nationwide with 1 gigabyte  
18 capacity broadband networks; and

19 WHEREAS, US Ignite is an independent, 501(c)(3) nonprofit organization, with original  
20 inspiration from the White House Office of Science and Technology Policy and the National Science  
21 Foundation; designed to promote US leadership in developing applications and services for ultra-fast and  
22 software-defined broadband networks; and

23 WHEREAS, US Ignite will foster the creation of novel applications and digital experiences that  
24 have the potential to transform areas such as advanced manufacturing, clean energy, education and  
25 workforce technologies, emergency preparedness and public safety, and health information technologies;  
26 and

27 WHEREAS, US Ignite has partnered with several cities around the United States that are piloting  
28 ultra high-speed broadband projects such as Portland, Oregon; Cleveland, Ohio; Lafayette, Louisiana; and  
29 Chattanooga, Tennessee; and

30 WHEREAS, over the next five years, the ecosystem created by US Ignite will deliver 60 next-  
31 generation applications, 200 community test beds where applications can be researched, developed,  
32 tested, refined, and deployed; and a new forum for collaboration between an array of diverse partners; and

33 WHEREAS, the City has been invited to join this “network” of U.S. Ignite communities thereby  
34 participating in a process focused on developing and sharing best-practice applications and economic  
35 development practices; and

36 WHEREAS, the City is uniquely positioned to participate by virtue of high-speed broadband  
37 network capacity which is one of the advanced capabilities that will allow next-generation US Ignite  
38 applications to be developed and deployed; and  
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**Resolution Relating to** AUTHORIZATION TO EXECUTE MEMORANDUM OF UNDERSTANDING WITH US IGNITE

WHEREAS, the City of Burlington’s annual financial contribution for participation in US Ignite is de minimus; i.e. \$.02 per capita (approximately \$800.00);

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorized Mayor Miro Weinberger to execute the attached Memorandum of Understanding; thereby enabling the City of Burlington to join US Ignite, subject to the review and approval of the City Attorney.



## Memorandum of Understanding

This memorandum of understanding ("**MOU**") is entered into between US Ignite and the community of Burlington, VT (collectively, the "**Community**") and is intended to provide a summary of the relationship between the parties. US Ignite and the Community are sometimes referred to individually as a "Party" and collectively as the "Parties".

### PART ONE

US Ignite is a non-profit organization designed to promote US leadership in developing applications and services for ultra-fast and software-defined broadband networks. It will foster the creation of novel applications and digital experiences that have the potential to transform areas such as advanced manufacturing, clean energy, education and workforce technologies, emergency preparedness and public safety, and health information technologies. By serving as a coordinator and incubator of this ecosystem, US Ignite will accelerate the adoption of ultra-high speed networks, providing mentoring, best-practice sharing, and results tracking.

The parties agree to the following:

1. US Ignite agrees to recognize the Community as a participant in US Ignite and its programs;
2. US Ignite agrees to include the Community in discussions intended to develop and share best-practice applications and economic development practices from across the US Ignite network, and to invite the Community to the following types of events and opportunities as may be scheduled: meetings of US Ignite communities, developer conferences, mentorship and economic development opportunities.
3. The Community agrees to join US Ignite as a participant, providing annual cash support to US Ignite of \$.02 per capita.
4. The Community agrees to provide one or more of the following advanced capabilities that will allow next-generation US Ignite applications to be developed and deployed:
  - a. Testbed network reaching at least 100 small businesses, homes, student dorms, and/or anchor institutions at gigabit-class symmetrical speeds.
  - b. Internal connections at layer 2 through OpenFlow or other Software-Defined Networking technology
  - c. External connections to the GENI network at layer 2 (e.g., OpenFlow, VLAN provisioning, or tunneling through IP layer 3).
  - d. Installing a US Ignite or GENI rack (including OpenFlow switch) to provide for local or neighborhood cloud support, or arranging to use a US Ignite rack.
5. The Community agrees to support and work with local developers, local US Ignite sponsors, and/or university researchers conducting R & D and creating next-generation applications that add to the advanced resources available to participating communities (e.g., health care or advanced manufacturing applications).
6. The Community agrees to discuss the benefits of joining US Ignite with additional communities.

### PART TWO

The following paragraphs of this MOU ("**Binding Provisions**") are legally binding and enforceable agreements of US Ignite and the Community:

1. Fees and Costs

Except as otherwise provided herein, each party will bear its own expenses, including legal, accounting and other advisory fees and expenses, in connection with this MOU.

2. Confidentiality

All information concerning any Party that is provided to any other Party and designated as confidential either orally or in writing ("**Confidential Information**") will be kept in strict confidence by the Party to whom such information is provided and will only be used to evaluate matters in connection with the MOU. The confidentiality obligations described in this MOU shall not apply to any information, whether or not such information is Confidential Information, which: (a) was publicly available, in the public domain, or in the receiving party's possession at the time it was communicated by the disclosing party; (b) is or becomes publicly available or in the public domain through no fault of the receiving party or is disclosed to the receiving party by a third party not under a duty of confidentiality to the disclosing party; (c) is independently developed by a receiving party; or (d) is disclosed by a receiving party pursuant to law or the order, requirement, or request of a court or government authority or by a receiving party to enforce or defend its rights under this Agreement.

3. Disclosure

Except as and to the extent required by law, without the prior consent of the other Party, neither US Ignite nor the Community, and each shall direct its representatives not to, directly or indirectly, make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, a possible MOU among the Parties or any of the terms, conditions, or other aspects of the MOU or any confidential information, except to such of their respective representatives, including legal counsel, as need to know such information for the purpose of evaluating or otherwise effecting the transaction proposed in this MOU. If a Party is required by law to make any such disclosure, it must first provide to the other Party the content of the proposed disclosure, the reasons that such disclosure is required by law, and the time and place that the disclosure will be made.

4. Termination

This MOU may be terminated upon written notice by either party to the other party for any or no reason, provided however that the termination of the Binding Provisions of this MOU will not affect the liability of a Party for breach of any of the Binding Provisions prior to termination. Upon termination of the Binding Provisions, the parties will have no further obligations under this MOU except that paragraphs 1, 2, 3, and 6 of the Binding Provisions will survive any such termination.

5. No Liability

The paragraphs and provisions of Part One of this MOU do not constitute and will not give rise to any legally binding obligation on the part of any of the Parties. Moreover, except as expressly provided in the Binding Provisions (or as expressly provided in any binding written agreement that the Parties may enter into in the future), no past or future action, course of conduct, or failure to act relating to the MOU will give rise to or serve as a basis for any obligation or other liability on the part of the Parties.

6. Miscellaneous

This MOU: (a) constitutes the entire agreement of the parties with respect to the subject matter hereof; (b) may not be modified or amended, except by a writing signed on behalf of each of the Parties; (c) may be executed in any number of counterparts, each of which shall be an original; (d) does not constitute and will not give rise to any legally binding obligation on the part of any of the Parties with respect to Part One of this MOU; and (e) shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, as of this \_\_\_\_ day of \_\_\_\_\_ 2013, the parties have signed this MOU.

US Ignite

Burlington, VT

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title: