

City of Palm Coast, Florida Agenda Item

Agenda Date: 08/21/2018

Department Item Key	ADMINISTRATIVE SERVICES 3781	Amount Account	
Subject	RESOLUTION 2018-XX APPROVING AN INNOVATION PARTNERSHIP AGREEMENT WITH COASTAL CLOUD TO DEVELOP A "311" CITIZEN ENGAGEMENT NUMBER AND APP		
Background :			
<u>UPDATE FROM THE AUGUST 14, 2018 WORKSHOP</u>			
<p>City Council heard this item at their August 14, 2018 Workshop. Staff. There were no changes suggested to this item. Staff has attached a resolution for Council's consideration to approve the innovation partnership agreement with Coastal Cloud to develop a "311" citizen engagement number and app.</p>			
<u>ORIGINAL BACKGROUND FROM THE AUGUST 14, 2018 WORKSHOP</u>			
<p>More recently, innovation, technology and entrepreneurship have been key focuses for City Council and City staff. Great momentum is forming around these focuses and are starting to build upon an 'entrepreneurial ecosystem' for Palm Coast. In building this thriving ecosystem, the City has made significant headway with attending educational opportunities (e.g. ESHIP Summit), expanding upon Business Assistance Center initiatives and collaborating with local partners. One partner being Coastal Cloud with an innovative case study (see attached proposed agreement). Today's presentation will give an update in all of these areas and seek City Council's guidance on next steps.</p>			
Recommended Action :			
Adopt Resolution 2018-XX approving an Innovation Partnership Agreement with Coastal Cloud.			

RESOLUTION 2018-_____
INNOVATION PARTNERSHIP AGREEMENT
COASTAL CLOUD

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN INNOVATION PARTNERHSIP AGREEMENT WITH COASTAL CLOUD TO DEVELOP A 311 SYSTEM, AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE SAID AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Coastal Cloud is a technology-based company that provides process, and technical expertise to design robust and maintainable solutions on a cloud-based platform that is accessible by the internet; and

WHEREAS, Coastal Cloud is looking to expand their footprint in the public sector; and

WHEREAS, Coastal Cloud seeks to better understand the challenges and opportunities in seeking solutions for a citizen facing 311 system to help expand their footprint in the public sector; and

WHEREAS, the City could benefit from Coastal experience and perspective in developmental technology solutions for future clients; and

WHEREAS, the City and Coastal Cloud have a unique opportunity to partner together and exchange knowledge to one another at no cost; and

WHEREAS, the partnership between the City and Coastal Cloud will further the shared goals of expanding the local economy and contributing to Palm reputation as a center for innovation and technology.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF INNOVATION PARTNERSHIP AGREEMENT.

The City Council hereby approves the terms and conditions of an Innovation Partnership Agreement with Coastal Cloud to enhance the City’s technological advancement, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the Innovation Partnership Agreement as depicted in Exhibit "A."

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 21st day of August 2018.

CITY OF PALM COAST, FLORIDA

ATTEST:

MILISSA HOLLAND, MAYOR

VIRGINIA A. SMITH, CITY CLERK

Attachment: Exhibit A – Innovation Partnership Agreement with Coastal Cloud

Approved as to form and legality

William E. Reischmann, Jr., Esq.
City Attorney

INNOVATION PARTNERSHIP AGREEMENT

THIS INNOVATION PARTNERSHIP AGREEMENT (“Agreement”) is made and entered into this ____ day of ____, 2018, by the **CITY OF PALM COAST, FLORIDA**, a municipal corporation (“City”) and Coastal Cloud.

RECITALS:

WHEREAS, Coastal Cloud is a technology-based company that provides process, and technical expertise to design robust and maintainable solutions on a cloud-based platform that is accessible by the internet; and

WHEREAS, Coastal Cloud is looking to expand their footprint in the public sector; and

WHEREAS, the City is currently assessing solutions related to a 311 system that is citizen facing that could either integrate with current technology in use or replace existing technology; and

WHEREAS, Coastal Cloud seeks to better understand the City’s challenges and opportunities in seeking solutions for a citizen facing 311 system to help expand their footprint in the public sector; and

WHEREAS, the City could benefit from Coastal Cloud’s experience and perspective in developmental technology solutions for future clients; and

WHEREAS, the City and Coastal Cloud have a unique opportunity to partner together and exchange knowledge to one another at no cost; and

WHEREAS, the partnership between the City and Coastal Cloud will further the shared goals of expanding the local economy and contributing to Palm Coast’s reputation as a center for innovation and technology.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and other good and valuable consideration which the parties agree has been exchanged and received, the parties agree as follows:

1.0 **Recitals**. The above recitals are true and accurate and are fully incorporated herein by reference.

2.0 **Commitments by Coastal Cloud**

(a) Agrees to participate in this partnership at its own cost and expense.

(b) Agrees to participate with City staff in the assessment of solutions related to a 311 system.

(c) Agrees to make recommendations to City staff for solutions related to a 311 system.

(d) Agrees to provide City staff with access to any 311 solutions developed by Coastal Coast for testing and/or trials periods at no cost to the City.

3.0 Commitments by City

(a) Agrees to invite Coastal Cloud to participate with City staff in the assessment of solutions related to a 311 system.

(b) Agrees to share City insight, knowledge and expertise for research purposes to Coastal Cloud.

(c) Agrees to be available to Coastal Cloud representatives for research purposes.

(d) Agrees to test any 311 solutions developed by Coastal Cloud and provide feedback.

4.0 Term; Completion Schedule. This agreement shall commence on date stated above, and shall terminate one year after, unless extended in writing by either party upon notice. This Agreement may be extended only upon mutual written consent of the parties.

5.0 Fees. Both parties agree to offer services, insights and recommendations at no cost during the agreement terms. There are no fees for the services being provided under this Agreement.

6.0 Ownership of documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials ("Materials") with respect to work performed under this Agreement shall vest with City, as provided herein. City shall obtain written authorization from Coastal Cloud prior to using any Materials for any other project. All work products that result from this Agreement, including system designs, report formats, computer programs, software configurations, system documentation, training materials and any other Materials with respect to work performed under this Agreement shall vest jointly with City and Coastal Cloud, as provided herein. Coastal Cloud reserves the right to utilize these work products on other Coastal Cloud client engagements. Coastal Cloud does not have a right to City data.

7.0 Termination. The City shall have the authority to terminate this Agreement, upon written notice to Coastal Cloud, for any reason whatsoever. Upon receipt of written notice of such termination by the City, Coastal Cloud shall promptly cease all services on this project, unless otherwise directed by City; and

(a) City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(b) The rights and remedy of the City and Coastal Cloud provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

8.0 Compliance with Laws. Coastal Cloud shall be responsible for complying with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority regarding the location and continued operations of its business with the City.

- 9.0 Conflict of Interest.** Coastal Cloud warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Coastal Cloud further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Coastal Cloud shall promptly notify the City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement.
- 10.0 Non-Exclusive Agreement.** This Agreement is non-exclusive and both City and Coastal Cloud expressly reserves the right to contract with other entities for the same or similar services.
- 11.0 Rights and Obligations under Agreement.** By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.
- 12.0 Indemnification and Hold Harmless.** Coastal Cloud shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from and against any and all liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to any property, or violation of any relevant federal, state or municipal law or ordinance, or other cause in connection with the negligent, recklessness or intentional acts or omission of Coastal Cloud its employees, subcontractors or agents, or on account of the performance or character of the work, except for any such claim arising from the negligence or willful misconduct of the City, its officers, employees or agents. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Coastal Cloud from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- 13.0 Applicable Law and Venue.** This Agreement shall be construed under the laws of the State of Florida. Venue for any actions brought concerning this Agreement shall be Flagler County, Florida.
- 14.0 Public Records.** This Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. Coastal Cloud shall:
1. Keep and maintain all public records required by the City to perform the services herein; and
 2. Upon request from the City’s custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement and following completion of the Agreement; and
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Coastal Cloud or keep and maintain public records required by the City to perform the services herein. If Coastal Cloud transfers all public records to the City upon completion of the Agreement, Coastal Cloud shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.

All requests to inspect or copy public records relating to the Agreement shall be made directly to the City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to the City. Failing to provide the public records to the City within a reasonable time may be subject to penalties pursuant to Section 119.10, F.S. Coastal Cloud shall fully indemnify and hold harmless the City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the failure to comply with these requirements.

QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES REGARDING THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, SHOULD BE DIRECTED TO THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, VSMITH@PALMCOASTGOV.COM, 160 LAKE AVENUE, PALM COAST, FL 32164.

IN WITNESS THEREOF, this Agreement is entered into as of the day and year the last party signs this Agreement as stated below.

CITY OF PALM COAST, FLORIDA

By: _____
 JIM LANDON, CITY MANAGER

Date _____

COASTAL CLOUD

By: _____

Date _____

Name: _____