#### **AGREEMENT**

## UTILIZING STATE OF FLORIDA CONTRACT FOR IT TEMPRORARY STAFFING SERVICES WITH INFORMATION SYSTEMS OF FLORIDA, INC.

THIS AGREEMENT, entered into in duplicate as of <u>02/11</u> (the "<u>Effective Date</u>"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the laws of the State of Florida, ("<u>CITY</u>") and Information Systems of Florida, Inc. ("<u>COMPANY</u>"), for the purchase of IT Temporary Staffing Services as described on Exhibit A hereto (the "<u>Services</u>").

WHEREAS, on September 15, 2009, the State of Florida entered into Contract #973-561-10-1 (the "State Contract") for the provision of the Services; and

WHEREAS, the State Contract (i) is in full force and effect, (ii) was competitively procured and awarded according to Florida law, and (iii) is broad enough to include the Services; and

WHEREAS, the Jacksonville Procurement Code allows CITY to use the State Contract; and

**WHEREAS**, it is in the parties' best interest to use the State Contract for the Services and to add those provisions CITY is required to use by ordinance or policy;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants herein, and for other good and valuable consideration, the parties agree as follows:

- 1. Incorporation of Recitals. The above recitals are true and are incorporated herein.
- 2. Engagement of COMPANY. CITY hereby engages COMPANY and COMPANY hereby accepts said engagement for the purpose of selling to CITY the Services according to the provisions of this Agreement and the State Contract which is incorporated herein by reference. Any conflict between the provisions of this Agreement and those in the State Contract shall be resolved in favor of this Agreement, but only to the extent of any conflict.
- 3. Coordination with CITY. CITY shall designate a Project Coordinator who will coordinate with COMPANY on behalf of CITY and administer this Agreement according to the terms and conditions contained herein. It shall be the responsibility of COMPANY to coordinate all activities related to the Services with the designated Project Coordinator.
- 4. Payments for Services. CITY will compensate COMPANY for the Services in accordance with purchase orders issued and used by the City of Jacksonville Procurement Division; provided however, invoices shall be sent to the authorized City representative as specified in said purchase order or other subsequent written instrument signed by the City's Project Coordinator. The current pricing for the Services is set forth on Exhibit A attached hereto.
- 5. Term of Agreement. This Agreement shall begin on the Effective Date and continue until the earlier of (i) the date the State Contract actually expires, or (ii) August 30, 2015.

- 6. Maximum Indebtedness. The maximum indebtedness of CITY for all fees, reimbursable items or other costs, services and for the Services sold by COMPANY pursuant to this Agreement shall not exceed the sum of Nine Thousand Three Hundred and Twenty Eight DOLLARS (\$9,328.00).
- 7. Notices. Notice to CITY under this Agreement shall be deemed delivered if sent by certified mail, return receipt requested, or by other delivery with receipt to:

Tom Ossi
Certified Contracts and License Manager
City of Jacksonville Information Technologies Division
214 N. Hogan Street, 9<sup>th</sup> Floor
Jacksonville, FL 32202
904.255.8080
tosi@coj.net

- 8. Laws, Ordinances, Rules and Regulations. As required by Section 126.108(b), Ordinance Code: In any sale or performance hereunder, COMPANY must comply with any and all applicable federal, state and local laws, rules, regulations and ordinances, as the same exist and may be amended from time to time. Such laws, rules, regulations and ordinances shall include, but are not limited to, Chapter 119, Florida Statutes, (the Florida Public Records Law) and Section 286.011, Florida Statutes, (the Florida Sunshine Law), as they apply to the purchase contemplated in this Agreement. If any of the obligations of this Agreement are to be performed by a subcontractor, COMPANY must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.
- 9. Conflict of Interest. The parties will follow the provisions of Section 126.110, Ordinance Code with respect to required disclosures by public officials who have or acquire a financial interest in a bid or contract with CITY, to the extent the parties are aware of the same.
- 10. Subcontractors. Subcontractors may perform services under this Agreement upon written approval by CITY. In such an event, COMPANY shall remain responsible for the services delivered by the approved subcontractors. No subcontract for performance of the Services shall in any way relieve COMPANY of any such responsibility. Payment for Services will be made by CITY directly to COMPANY, and all payments to subcontractors shall be made promptly by COMPANY.
- 11. Non Discrimination. As required by Section 126.404, Ordinance Code: COMPANY represents that it has adopted and will maintain a policy of non discrimination against employees or applicants for employment on account of race, religion, sex, color, national origin, age or handicap, in all areas of employment relations, throughout the term of this Agreement. COMPANY agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; provided however, that COMPANY shall not be required to produce, for inspection, records

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Systems of Florida Inc.doc

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covering periods of time more than one (1) year prior to the day and year first above written. COMPANY agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

12. Counterparts. The parties agree that for the execution of this agreement, time is of the essence. Therefore, this Agreement, and all amendments thereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. The parties further agree that facsimile transmission of all signatures with originals to follow shall constitute and be evidence of an executed Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

City of Jacksonville

James/R. McCain

Corporation Secretary

Jvin Brown

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the City of Jacksonville, I do hereby certify that In compliance with the Ordinana there is an unexpended, unencumbered and impounded balance in the appropriation sufficient to cover the foregoing Agreement, and proposed has been made for the payment of the monies provided therein to be paid from the following account:

Director of Finance

Form Approved:

Office of General Counsel

Karen Bowling Chief Administrative Officer For: Mayor Alvin Brown Under Authority of: Executive Order No. 2013-04

### Encumbrance and funding information for internal City use:

Payment(s) by various subsequently issued Purchase Orders

Account Summary...... OPIT531CS – 03109 Total Contract Amount...... \$9,328.00

This above stated amount is the maximum fixed monetary amount of the foregoing contract. It shall not be encumbered by the foregoing contract. It shall be encumbered by one (1) or more subsequently issued Purchase Order(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such Purchase Order(s) are issued.

In accordance with Section 24.103(e), of the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered and unimpounded balance in the appropriation sufficient to cover the foregoing agreement; provided however, this certification is not nor shall it be interpreted as an encumbrance of funding under this Contract. Actual encumbrance[s] shall be made by subsequent purchase order[s], as specified in said Contract.

Director of Finance City Contract # 9947

775

C. Ronelt Belt

# Jacks nville Where Florida Begins.

## Requisition

City of Jacksonville 214 N. Hogan Street, Suite 800 Jacksonville, FL 32202

Informal Quote Ending Date

Requisition No

H:
Intra-Governmental Services
P: Information Technologies Division
214 N. Hogan Street
T: 9th Floor
O Jacksonville, FL 32202

Finance Services Department
Accounts Payable
117 W. Buval Street, Suite 375
Henry Noles, Accounts Payable Supervisor
Jacksonville, FL 32202

Requesting Department Buyer Intra-Governmental Services Lisa King			Phone # (904) 255 - 8820		Requisition Type Open Market	
		Lîsa King				
Item	Des	cription	Quantity	Unit Unit Price		Total
1.00	of Jacksonville. Hourly rate \$106. modifications. Scope of modifications	on Division (BID) system for the City DO. Estimate 88 hours to complete s: 1) Create a notification on the er has permits that are in temporary number 2). 2) Create a	88.00	LOT	\$106.00	\$9,328.0
	FY/Account Code	Dollar Amount				
	14/ OPIT531CS-03109	\$9,328.00				
					Washington and Assessment and Assess	
					Subtotal:	\$9,328.0
]						45,020.0
					Discount:	\$0.0

VIDED FOR IN THE CURRENT BUDGET.		
	AUTHORIZED	SIGNATURE
		TITLE
	DATE	PHONE

## Exhibit A SERVICES AND RATES



November 11, 2013

Mamta Gupta
Manager
Application Products Support
City of Jacksonville
Solid Waste Collections Operation System
214 N. Hogan St., 9<sup>th</sup> Floor
Jacksonville, Fl., 32202

Re: BID System Support and Enhancements Quote Letter

Dear Ms. Gupta:

ISF (Information Systems of Florida, Inc.) is pleased to submit this quote letter for supporting and enhancing the Building Inspection Division (BID) System for the City of Jacksonville. ISF recommends that the City allocate a time box of hours for the modifications listed in Attachment 1. The pricing estimates in Attachment 1 are for ISF work only and are based on the design concepts listed. Changes to the design of these modifications could result in higher or lower implementation costs.

ISF proposes using the State of Florida, Information Technology (IT) Consulting Services, contract #973-561-10-1 (Project Area 4). Assigned staff and positions are listed below.

Staff Member:	Linda Swanson
Position Title:	Project Manager
Position Number:	8220.00
Scope Variant:	2. Manager
Contract Project Area:	4
Rate:	\$106
Estimated Hours	8 hours

Corporate Headquarters 5210 Belfort Rd. Suite 320 Jacksonville, Florida 32256 (904) 724-2277 office (904) 723-3561 fax

Tallahassee Office 1203 Governors Square Blvd. Suite 500 Tallahassee, Florida 32301 (850) 671-1000 office (850) 656-1300 fax

Staff Member:	Tim Thacker
Position Title:	Web Applications Programmer
Position Number:	2630.00
Scope Variant:	D. Expert
Contract Project Area:	4
Rate:	\$106
Estimated Hours	80



To ensure proper accounting for these hours, ISF will obtain approval from the COJ before initiating work on any activities. ISF will bill monthly for hours works. The invoice will list hours recorded to each requested item, by person. If you have any questions, please feel free to call me at the number provided below.

This quote is valid for 30 days.

#### Primary Contact

Leonard Dodrill, CIO/Client Partner 5210 Belfort Rd., Suite 320 Jacksonville, FL 32256 (904) 726-4253 Idodrill@isf.com

#### Alternate Contact

Cyndy Loomis, Chief Executive Officer 1203 Governors Square Blvd., Suite 500 Tallahassee, FL 32301 (850) 671-1006 cloomis@isf.com

Sincerely,

Leonard Dodrill CIO/Client Partner

Corporate Headquarters 5210 Belfort Rd. Suite 320 Jacksonville, Florida 32256 (904) 724-2277 office (904) 723-3561 fax

Tallahassee Office 1203 Governors Square Blvd. Suite 500 Tallahassee, Florida 32301 (850) 671-1000 office (850) 656-1300 fax

## ATTACHMENT 1-REQUIRED MODIFICATIONS

#	Required Change	Estimate Hours	Estimate Cost
1	Create a notification on the welcome page indicating that the user has permits that are in temporary status and not submitted (internal tracking number 2)	53	\$5,618
2	Create a pass/fail/cancel percentage report (internal tracking number 2052)	35	\$3,710
	Total:	88	\$9,328

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