

**AGREEMENT**  
**UTILIZING STATE OF FLORIDA CONTRACT**  
**FOR IT TEMPORARY STAFFING SERVICES**  
**WITH TEKSYSTEMS, INC.**  
**(SENIOR PROJECT MANAGER FOR ERP SOLUTION)**

**THIS AGREEMENT**, entered into as of July 9, 2014 (the "**Effective Date**"), by and between the CITY OF JACKSONVILLE, a municipal corporation existing under the laws of the State of Florida, ("**CITY**") and TEKSYSTEMS, INC. ("**COMPANY**"), for the purchase of IT Temporary Staffing Services as described on **Exhibit A** hereto (the "**Services**").

**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. **The Services will be performed under the daily technical direction and supervision of CITY at a facility or in an environment controlled by CITY.**
- 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 agreed-upon billing rate for the Services is \$95/hour.** When the Service provided is supplemental staffing, COMPANY does not warrant or guarantee that the contract employee(s) placed pursuant to this Agreement will produce any Deliverables or any result or solution to the CITY's particular needs. Signature of a weekly timecard by an authorized CITY representative shall constitute acceptance of the Services and approval to pay as stated herein.

**5. Term of Agreement.** This Agreement shall begin on the Effective Date and continue until the earlier of project completion or August 31, 2014.

**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 FIFTY-SEVEN THOUSAND DOLLARS (\$57,000).

**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  
[tossi@coj.net](mailto:tossi@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 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.


*[Signature Page Follows]*

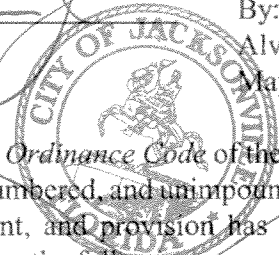
Karen Bowling  
Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2013-04


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

ATTEST:

CITY OF JACKSONVILLE

By   
James R. McCain  
Corporation Secretary



By:   
Alvin Brown  
Mayor

In compliance with 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, and provision has been made for the payment of the monies provided therein to be paid from the following account:

By: \_\_\_\_\_  
Director of Finance


Form Approved:

By:   
Office of General Counsel

WITNESS:

TEKSYSTEMS, INC.

By: 

By: 

Print Name: Jenna Branner

Print Name: Nicholas Perez

Title: Government Account Manager

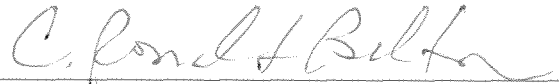
**Encumbrance and funding information for internal City use:**

**Account..... OPIT536 - 069509**

**Amount..... \$57,000.00**

**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 check request(s) that must reference the foregoing Contract. All financial examinations and funds control checking will be made at the time such check request(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 check request[s], as specified in said Contract.



Director of Finance

City Contract # 9954-02



Contract Encumbrance Data Sheet follows immediately.

**Exhibit A**

**SERVICES**

**See attached Task Order Request For Quote dated January 24, 2014**

**(2-Pages)**



## Task Order Request for Quote - Staff Augmentation

Date: January 24, 2014

Name: Michael S. Turner

Position: Senior Project Manager for #002601 Enterprise Resource Planning Solution

Phone: 904-255-8413

E-mail: [mturner@coj.net](mailto:mturner@coj.net)

### Scope of Work

- Defines and manages IT Project deliverables, dependencies, and critical path items and ensures that projects are executed according to approved schedule, scope and budget.
- Develops and tracks to detailed project plans including schedules, technical and business requirements, cost estimates, resource plans, communication plans, risk mitigation plans, and issue resolution plans.
- Negotiates and communicates project deliverables, scope and expectations, and progress to the business sponsors, Information Technology Executive Committee, and IT senior leadership.
- Meets financial objectives by forecasting and estimating project work efforts, preparing Cost Benefit Analyses (CBA) and projecting Return on Investment (ROI), analyzing variances and initiating corrective actions; and managing assigned projects through the annual ITD Plan and Budget process.
- Provide ongoing contact with clients to ensure satisfaction with assigned resources and project progress.
- Adhere to the internal ITD PMO policies, processes and standard operating procedures.
- Performs other duties as assigned.

### Goals

- Implement a vendor solution that could be used by the City departments for their General Ledger, Cost Allocation, Asset Management, Procurement, Grant Accounting, Project Accounting, Accounts Payable, Budget Development, Cash Management, Accounts Receivable, Inventory, General / Technical.
- Provide a centralized database system that will enable City departments to share and view required data.
- Allow for a newer, more robust, technological solution to reduce the risk and cost of maintaining several systems built in-house that are now outdated technology.

### Deliverables

- Implement a hosted web and mobile solution provided by an established vendor whose system can provide an integrated enterprise resource planning solution.
- Have vendor convert existing data and provide implementation and training to COJ employees.
- Have vendor provide regularly scheduled system upgrades through an annual maintenance agreement.

### Benchmarks

- Scope
- Cost
- Schedule
- Risks
- Milestones

### Timelines

February 1, 2014 through September 30, 2014

**Expected Costs**

Funding Source: OPIT536 Sub Object 69509

**Payment Schedules**

**Start and Completion Dates**

- Start: February 1, 2014
- Complete: September 30, 2015

**Job Specifications**

- The IT Senior Project Manager (SPM) of the PMO functions as the over-arching person responsible for the direction, coordination, implementation, execution, control and completion of approved IT projects for the City of Jacksonville.
- The SPM insures that all project requests are documented and accurately presented to the Information Technology Executive Committee (ITEC) to evaluate and prioritize.
- The SPM is responsible for professional communication with customers, stakeholders, product and operations managers as well as senior and executive level management.
- As a critical resource, the Senior Project Manager is responsible for driving all aspects of multiple, cross-functional projects.
- For each project, the SPM must build a cohesive project team, clarify the goals of each project, and keep all team members focused on the business objectives in order to drive success.
- The SPM is responsible for the management of one or more medium to large-sized, moderately to highly complex projects and may manage one or more ITD Customer Project Portfolios.
- The SPM has input to the ongoing financial elements including regular financial tracking and reporting to leadership, advising on procurement strategies to minimize expenditures, guarantee optimal pricing, and confirm accurate invoicing.