

RESOLUTION 16-11

BE IT RESOLVED by the City of Panama City Beach that:

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and ISC, relating to the purchase of email migration services and Office 365 licenses, in the amount of \$26,990, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 22nd day of October, 2015.

CITY OF PANAMA CITY BEACH

By: 

Gayle F. Oberst, Mayor

ATTEST


Diane Fowler, City Clerk



ISC Statement of Work

Office 365 Transition Services



Prepared for Panama City Beach

October 12, 2015

Prepared by Edwin Lott
Managing Partner, ISC
Edwin.Lott@goisc.com

TABLE 11: ISC FIXED COST SCHEDULE

Office 365 Transition Services Fixed Price Costs			
Project Phase			Cost
Detail Discovery			\$1,138.50
Remediate and Enable			\$2,277.00
Planning			\$1,138.50
Prepare and Test			\$2,277.00
Email Migration			\$4,554.00
Total Migration Services			\$11,385.00
Post-Migration Support ¹			\$1,000.00
Total Email Migration Costs			\$12,385.00
Training			
ISC SharePoint Office 365 Training Site			No Charge
Migration Licenses and Tool Costs	Unit Cost	# Licenses	
Licenses and tools for active email migration	\$10.00	115	\$1,150.00
Migration Licenses and Tools			\$1,150.00
Total Email Migration Costs with Tools			\$13,535.00
Cloud Solutions Provider Licenses	Annual Cost	# Licenses	
Year 1: Office 365 Essential Licenses with Tier II - 8-5 ²	\$57.00	115	\$6,555.00
Year 2: Office 365 Essential Licenses with Tier II - 8-5 ²	\$60.00	115	\$6,900.00
Total Office 365 Essentials Licenses Cost			\$13,455.00
Total Fixed Price			\$26,990.00

Note(s):

1) Post-Migration Support hours must be used on 5 contiguous business days immediately following Office 365 migration. Additional support hours required and approved by the Customer will be billed at an hourly rate of \$150 in one hour increments.

2) License cost is based on an annual subscription through the ISC CSP program. For a description of Tier II – 8-5, see the ISC Cloud Support Services Agreement attached below. Additional licenses may be purchased at the following costs: Year 1 cost is \$4.75 per user per month, and Year 2 cost is \$5.00 per user per month.

ISC Cloud Support Service Agreement ("Support Agreement")

The following sets forth the terms and conditions for the provision of ISC Cloud Support Services.

Standard terms applicable to all Service Levels outlined herein:

1. Definitions

- "Customer" refers to the organization that has enrolled under this Support Agreement.
- "Customer Support" means the technical team within ISC that provides services to assist Customer to resolve incidents with the Microsoft Licensed Services.
- "Incident" means any set of circumstances resulting in a failure access or operate the Microsoft service licensed through the Support Agreement.
- "Service" or "Services" refers to the Customer purchased licenses of Microsoft Cloud Hosted services provided to Customer pursuant to this Agreement.
- "Service Level" means standards ISC adheres to and by which it measures the level of service it provides as specifically set forth below.

2. Annual Support Term and Renewals.

Initial Term. The initial term for Cloud Support Services is (1) year, unless otherwise stated. ISC will provide Customer with a renewal reminder in advance of expiration of the then-current term for Cloud Support Services.

3. Right to Discontinue or Modify Services.

Customer acknowledges that ISC has the right to discontinue Cloud Support Services for Microsoft Licensed Products or Services at any time in its sole discretion. Cloud Support Services shall not automatically renew if ISC discontinues Cloud Support Services for some or all of Microsoft Licensed Products or Service covered by this Support Agreement. ISC reserves the right to alter its Cloud Support Services, from time to time, using reasonable discretion but in no event shall such alterations result in: (a) diminished support from the level of support set forth herein; (b) materially diminished obligations for ISC; or (c) materially diminished rights of Customer. ISC shall provide Customer with sixty (60) days prior written notice of any material changes to the Cloud Support Services contemplated herein.

4. Limitation of Liability.

IN NO EVENT SHALL ISC OR ISC'S SUBCONTRACTORS TOTAL CUMULATIVE LIABILITY TO CUSTOMER (FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THE CLOUD SUPPORT SERVICES PROVIDED UNDER THIS SUPPORT AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO ISC FOR THE CLOUD SUPPORT SERVICES IN THE SUPPORT TERM IN WHICH SUCH LIABILITY AROSE.

5. Service Requests.

The priority or severity of the Service Request (which consists of the service availability or connection, or question reported to ISC by one of the Customer's Technical Support contacts for Microsoft Licensed Products or Service disruption) will be established based on ISC's published Incident Priority definitions which are described in Section I.

ISC shall undertake reasonable efforts to; a) Acknowledge receipt of a Service Request from a Technical Support Contact within the time allotted ("Response Time"). This will generally be via the same medium of communication by which the Service Request was reported; b) Provide a short status report to Customer within a reasonable time; c) Solve the Service Request by providing a remedy that could take the form of issue resolution, , or demonstrating how to avoid the issue with reasonable commercial effort. The remedy may also include error corrections, patches, workarounds (i.e. temporary solutions used to complete a task that would not otherwise be possible due to a problem or limitation in the affected Microsoft Licensed Products or Service), service documentation corrections or modifications.

Each party acknowledges that despite a party's reasonable efforts, not all problems may be solvable by ISC or customer and may require escalation via a ticket to Microsoft support services.

Processing time for ISC starts from the date and time when ISC Cloud Support Services acknowledges receipt of a Service Request. If the Service Request cannot be solved within a commercially reasonable timeframe, the Service Request may be escalated within the Microsoft Office 356 or Azure Support organizations.

6. Proprietary Rights.

Microsoft Licensed Products or Services are licensed, not sold. All intellectual property rights, including all copyrights and patent rights, in and to Microsoft shall, at all times, remain with Microsoft or its licensors.

7. Termination.

- ISC shall provide the above Cloud Support Services under this Agreement for a term of one (1) year from Cloud Support Services ("Commencement Date") (the "Initial Term"). Subsequent one year renewal terms are optional.
- Cloud Support Services may be terminated by ISC for: failure of Customer to pay for Cloud Support Services; or for abusive or fraudulent use of Cloud Support Services by Customer.

8. Licenses Fees.

Microsoft Hosted Products and Services licensed by customer through the ISC Cloud Solution Provider (CSP) Program ("Eligible Products and Services") are purchased through an annual commitment and paid as a monthly fee to ISC. ISC Support services are included in the per-license costs and the cost of the licenses is dependent upon the support Tier selected by the customer. License costs remain fixed for twelve months from the Initial Term.

9. ISC Cloud Support Services Eligibility.

The Microsoft Hosted Products and Services being licensed by customer must be purchased through the ISC Cloud Solution Provider (CSP) Program in order to be eligible for services under the ISC Cloud Support Service Agreement.

10. SLA Exclusions

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to factors outside Microsoft's or ISC's reasonable control;
- That resulted from Customer's or third-party hardware or software;
- That resulted from actions or inactions of Customer or third parties;
- Caused by Customer's use of the Service after Microsoft or ISC advised Customer to modify its use of the Service, if Customer did not modified its use as advised;
- During scheduled downtime; or
- During beta and trial services (as determined by Microsoft).

11. General.

This Support Agreement may not be assigned by Customer. Any assignment in violation of the foregoing shall be null and void. This Support Agreement supersedes all other written and oral proposals, purchase orders, prior agreements, and other communications between Customer and ISC concerning the subject matter hereof and constitutes the entire agreement between ISC and Customer regarding provision of Cloud Support Services. This Support Agreement shall be governed by the laws of the State of Florida, county of Leon. If any action at law or in equity is necessary to enforce the terms of this Support Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled. Nonperformance of either party shall be excused to the extent that performance is rendered impossible by fire, flood, earthquake, governmental acts or orders or restrictions, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

Section I - Response times and incident priority definitions

ISC's response time and actions taken to resolve a customer incident is based upon an assessment of the impact of the reported technical issue on the customer's business. The greater the business impact, the higher the assigned priority. In responding to a customer's service request, the following priority levels and corresponding response timeframe objectives have been established by priority level. Accurately prioritizing a technical issue is critical to timely resolution and the following guidelines will assist in determining the appropriate priority level.

- **High (Priority 1) — the problem results in extremely serious interruptions to a production system.** It has affected, or could affect, the entire user community. Tasks that should be executed immediately cannot be executed because of a complete loss of access to or interruptions in main functions of the Microsoft Licensed Products or Service. In a desktop application, whether part of, or independent of a solution, the issue is at risk of creating imminent financial losses due to missing critical business processes. The customer shall call ISC Customer Support for all High priority 1 issues.
- **Medium (Priority 2) — the problem results in serious interruptions to normal operations, will negatively impact an enterprise-wide installation, urgent deadlines are at risk.** In a production system, important tasks cannot be performed, but the accessibility does not impair essential operations. Processing can still continue in a restricted manner. In a desktop application, meeting urgent project deadlines that have a financial impact are at risk. The service request requires timely processing, because the malfunction could

cause serious interruptions to critical processes or negatively impact business. The Customer shall call or email ISC Customer Support for all Medium priority 2 issues.

- Low (Priority 3) — **the problem causes interruptions in normal operations.** It does not prevent operation of a production system, or there could be minor degradation in performance. The error is attributed to malfunctioning or incorrect behavior of the Microsoft Licensed Products or Service. In a desktop application, meeting important project deadlines may be at risk. The Customer shall email ISC Customer Support for all Low priority 3 issues.

Target response times

Tier II - 7-9			Tier II – 24 X 7		
Priority	Severity	Response Time	Priority	Severity	Response Time
1	High	1 hours	1	High	1 hours
2	Medium	2 hours	2	Medium	2 hours
3	Low	Next business day	3	Low	Next business day

Incident priority definitions

The priority level is determined by an IT Priority Matrix which uses impact and urgency to set the priority.

Priority Matrix				
Priority		High	Impact Medium	Low
Urgency	High	1	2	3
	Medium	2	2	2
	Low	3	2	3

Section II – Service Level Agreement

The following sets forth the terms and conditions under the Service Level Agreement:

- ISC will provide Customer technical support to a maximum of two (2) named Customer technical support contacts (“Customer’s Technical Support Contacts”).
- ISC will monitor incidents and work closely with the Customer’s Technical Support contact for proper escalation
- ISC will provide support services as required to in order to bring Microsoft Licensed Products or Service into substantial conformity with applicable documentation. If Customer encounters a problem in the usage of the Microsoft Licensed Products or Service, Customer will provide ISC with sufficient detail and infrastructure access to permit ISC to understand and reproduce the problem. ISC will use reasonable efforts to diagnose the problem and if it is mutually determined by Customer and ISC that the problem represents an error in the Microsoft Licensed Products or Service that causes it to not to operate in substantial conformity with applicable documentation, ISC will use

Microsoft's prescribed resolution and or a commercially reasonable efforts to provide a resolution to the Customer. In addition, ISC may open a Microsoft support ticket at its sole discretion.

- Customer shall have access to Microsoft's Microsoft Licensed Products or Service management consoles for service administration purposes. Should Customer choose to access such services, Customer hereby grants permission to ISC to remotely access Microsoft's Microsoft Licensed Products or Service management consoles for service administration from an external computer controlled by ISC, including any and all of Customer's systems on which Microsoft Licensed Products or Services resides, for the sole purpose of providing Cloud Support Services to Customer.
CUSTOMER ACKNOWLEDGES THAT IT MAY CONTROL ALL ISC ACCESS TO MICROSOFT LICENSED PRODUCTS OR SERVICE AND TO CUSTOMER'S SYSTEMS.

Tier II - 8-5

ISC will provide prioritized, toll-free Cloud Support Services for Eligible Products and Services to be accessed by Customer's Technical Support Contacts **between the hours of 7 am and 9 pm Eastern Standard Time Monday through Friday** (excluding holidays) via telephone, e-mail and ISC's web site for all non-critical issues. ISC will provide prioritized toll free Cloud Support Services for critical issues 24 hours a day, 7 days a week.

Tier II – 24 X 7

ISC will provide prioritized, toll-free Cloud Support Services for Eligible Products and Services to be accessed by Customer's Technical Support Contacts via telephone or e-mail. **24 hours a day, 7 days a week coverage.**

ISC Consulting Services Agreement

This ISC Consulting Services Agreement is entered into between City of Panama City Beach and ISC. This agreement is effective on the date accepted and signed by Customer and ends on the services completion date set forth in the above Statement of Work.

Terms and Conditions

Agreement. These Terms of Agreement represent the agreement (“Agreement”) between Customer and Imager Software, Inc. (“ISC”) and govern the products and services in the (“Services”) provided by ISC to Customer pursuant to the above Quote (the “Statement of Work”) submitted electronically to Customer by ISC.

Term and Termination. The term (“Term”) of this Agreement will begin on the date Customer accepts the Service Quote (the “Effective Date”), and will end upon the services completion date set forth in the Service Quote, (the “End Date”). Either party may immediately terminate this Agreement if the other party materially breaches this Agreement which breach is not cured within ten (10) days after receipt of written notice thereof.

Payment. All amounts payable by Customer for the Services (“Fees”) are due within thirty (30) days after delivery of the ISC invoice.

Confidentiality. Each party will keep the specific terms of this Agreement confidential and not disclose them to any third party without the other party’s prior written consent, except as required by law.

Limited Warranty. ISC warrants that ISC will perform Services in a professional manner in accordance with prevailing industry standards. EXCEPT FOR THE FOREGOING, ISC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT WITH RESPECT TO ITS SERVICES, OR THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF USE OF ITS SERVICES.

Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUT WITHOUT IN ANY WAY LIMITING CUSTOMER’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT, (A) NO PARTY WILL BE LIABLE TO ANY OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM THE OTHER PARTY’S RIGHTS) FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND - INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS OR LOSS OF DATA - ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER (INCLUDING WITHOUT LIMITATION AS A RESULT OF ANY BREACH OF ANY WARRANTY OR OTHER TERM OF THIS AGREEMENT), REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF, AND (B) ISC’S MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY PRODUCT OR THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY TORT, STRICT LIABILITY, NEGLIGENCE, MALPRACTICE, FRAUD OR ANY OTHER LEGAL THEORY), WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ISC DURING THE TERM HEREOF.

Miscellaneous. Each party to this Agreement shall be acting as an independent contractor, and nothing herein shall be construed to create a partnership, joint venture or any type of agency relationship between ISC and

Customer or any of Customer's employees or agents. This Agreement contains the entire understanding of the parties. In the event that any of the provisions of these conditions shall be determined by a competent authority to be invalid, unlawful or unenforceable to any extent, such provision shall to that extent be severed from the remaining provisions which shall continue to be valid to the fullest extent permitted by law. This Agreement and any disputes between Customer and ISC relating to this Agreement, shall be governed by and construed in accordance with the laws of the State of Florida. Each party's performance under this Agreement is subject to force majeure. All notices given hereunder shall be given by first class mail, return receipt requested or overnight courier, to the respective addresses set forth herein, and shall be deemed given upon actual delivery thereof. No terms of this Agreement are enforceable by any person who is not a party to it.

ISC

City of Panama City Beach



BY: _____
(AUTHORIZED SIGNATURE)
NAME: Edwin Lott
(PRINT NAME)
TITLE: Managing Partner, Consulting Services
DATE: October 14, 2015

BY: _____
NAME _____
(PRINT NAME)
TITLE: _____
DATE: October 14, 2015

ISC Purchase Information

Prepared by: **Edwin Lott**
Direct: (850) 893-6741 x1022
Fax: (850) 893-1270

To efficiently process your order, please follow the guidelines below. Your organization's purchase orders cannot be processed without this information. We can accept a fax of your purchase order as an original.

OFFICE 365 Purchasers: Note: Microsoft Hosted Services, (OFFICE 365) is purchased directly from Microsoft.

Please complete the checklist below and return it with your purchase order:

- Make payable to "ISC"
- Billing address clearly marked
- PO Number marked clearly on purchase order
- Please make sure your PO is marked taxable if applicable or if you are tax exempt, please remit a copy of your tax exemption certificate along with your PO.
- Authorized Signature of Approval
 - Accounts Payable Contact _____
 - Accounts Payable Phone Number _____

Non-Government Entities who have NOT purchased from ISC via PO as of Jan 1, 2006, are required to include bank and credit references. A credit application may also be required.

If you are paying with a credit card, please follow the checklist below:

- Credit card type (Amex, Visa, MasterCard, Discover, P-Card)
- Card holder's name and email address (for e-receipt)
- Card number & Expiration date
- Card security code (CSC) from the back of credit card to be used
- Credit card billing address
- The user's name and email address

If you are paying via Wire Transfer, please follow the checklist below:

- Please Call the Accounts Receivable:
 - **Accounts Receivable Contact:**
Bonnie Kistler
(850) 893-6741 ext. 1029
bonnie.kistler@goisc.com