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**THIRD AMENDMENT TO AGREEMENT BETWEEN  
THE CITY OF JACKSONVILLE  
AND  
EMTEC, INC.  
FOR  
MANAGED DESKTOP SERVICES**

**THIS THIRD AMENDMENT** is made and entered into in duplicate as of May 14, 2015 (“Amendment Effective Date”), by and between the **CITY OF JACKSONVILLE**, a municipal corporation existing under the constitution and the laws of the state of Florida (the “City”) and **EMTEC, INC.**, a New Jersey corporation authorized to do business in the State of Florida as “**EMTEC GROUP, INC.**” with principal offices at 100 Matsonford Road, 2 Radnor Corporate Center 420, Radnor, PA 19087 (the “Vendor”), for managed desktop services.

**WITNESSETH:**

**WHEREAS**, the City and the Vendor are parties to an Agreement for Managed Desktop Services dated May 20, 2010 (City Contract #9494, BID # ESC-0374-10), as amended by that certain First Amendment dated July 3, 2013 and that certain Second Amendment dated as of May 14, 2014 (the “Agreement”);

**WHEREAS**, the term of the Agreement expires May 13, 2015;

**WHEREAS**, the City and the Vendor desire to extend the Agreement through June 30, 2015 while the parties negotiate and execute a new contract; and

**WHEREAS**, the City’s Maximum Indebtedness under the Agreement shall not change and shall remain the same through June 30, 2015;

**NOW THEREFORE**, in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties hereby amend the Agreement as follows:

1. Extension of Agreement. Section 3.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

3.1 The term of this Agreement shall commence on the Effective Date and shall continue and remain in full force and effect as to all its terms, conditions and provisions as set forth herein, until June 30, 2015, unless sooner terminated by either party hereto, by giving of not less than thirty (30) days prior written notice to the other party to this Agreement, if with cause, or by giving of not less than ninety (90) days prior written notice to the other party to this Agreement, if without cause.

2. Payments for Services of Vendor. Section 7.1.4 of the Agreement is hereby deleted in its entirety and replaced with the following:

7.1.4 The City does not guarantee any work or any quantities to Vendor, under this Agreement. Financial obligations of the City and encumbrances of lawfully appropriated funds shall be created only by purchase orders in variable amounts subject to a limit up to

*RS*

but not-to-exceed Four Million Six Hundred Eighty Thousand Five Hundred Six Dollars (\$4,680,506.00) ("Maximum Indebtedness"); of which no more than \$600,000 may paid for services rendered from May 14, 2014 to June 30, 2015. Such purchase order[s] must reference and incorporate, by reference, the terms and conditions of this Agreement. Such purchase order[s] shall be binding upon the parties hereto. Such purchase order[s] shall contain the certification of the Director of Finance as required by Section 24.103(e), *Ordinance Code*. Such purchase orders shall be considered as "Notices to Proceed" with work or delivery or provision of quantities under this Agreement. The Vendor shall not commence work or deliver or provide any quantities under this Agreement unless and until it receives a written Notice to Proceed, in the form of a purchase order to do so.

4. Entire Amendment. This Amendment constitutes the entire agreement between the parties with respect to the matters addressed. No statement, representation, writing, understanding, agreement, course of action or course of conduct, made by either party, or any representative of either party, which is not expressed herein shall be binding. All terms and conditions not specifically amended herein shall remain in full force and effect.

*[Signature Page Follows]*

TAS

Cleveland Ferguson III  
Deputy Chief Administrative Officer  
For: Mayor Alvin Brown  
Under Authority of:  
Executive Order No. 2016-01

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

ATTEST:

CITY OF JACKSONVILLE

By: James R. McCain  
James R. McCain  
Corporation Secretary

By: Alvin Brown  
Alvin Brown  
Mayor



In compliance with the Ordinance 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

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RM~~

Form Approved:

By: J. B. Davis  
Office of General Counsel

WITNESS:

EMTEC, INC., doing business as  
EMTEC GROUP, INC.

By: Michael A. Marino  
Print Name: Michael A. Marino

By: Ronald A. Seitz  
Print Name: RONALD A. SEITZ  
Title: PRESIDENT

TAS

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

**Account.....**

**Amount.....**

**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.**

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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.

*C. Ronald Bolton*

Director of Finance

City Contract # 9494 Amd 3

*CRB*