

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

9494  
Amd 2

**THIS SECOND AMENDMENT** is made and entered into in duplicate as of May 14, 2014 (“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 with principal offices at 9450 Phillips Highway, Suite One, Jacksonville, Florida 32256 (the “Vendor”), for managed desktop services (the “Project”).

**WITNESSETH:**

**WHEREAS**, on May 20, 2010, the parties negotiated and entered into an agreement for Managed Desktop Services (the “Agreement”) pursuant to City BID No. ESC-0374-10; and

**WHEREAS**, the Agreement was renewed through May 13, 2014; and

**WHEREAS**, the City and the Vendor desire to renew the Agreement through May 13, 2015 and increase the City’s Maximum Indebtedness as set forth below; 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. Duration of Agreement, Termination and Renewal Option.** Section 3.1 of the Agreement is hereby amended and replaced in its entirety 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 May 13, 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 amended and replaced in its entirety 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 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 be paid for services rendered from May 14, 2014 to May 13, 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.

3. **Service Levels.** Due to the reduction in monthly ticket requests, the parties agree that as of the Amendment Effective Date (i) Vendor may reduce the number of staff it uses to perform the Services by one or two persons as Vendor deems reasonable, and (ii) the SLA compliance percentage shall be reduced to 92%.

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.

5. **Ratification of Prior Actions.** The parties hereby ratify and approve all consensual actions taken in connection with the Agreement prior to the date this Amendment is executed. This ratification shall not release or waive any known or unknown claims one party has against the other under the Agreement, including any claims for unpaid invoices or offsets.

*[Signature Page Follows]*

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

ATTEST:

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



City of Jacksonville

By: Sam Bowling  
Alvin Brown  
Mayor

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

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: C. Ronald Belton  
Director of Finance  
9494 Amd. #2

Form Approved:

By: Jim Hill  
Office of General Counsel

WITNESS:

By: Gregory L. Darby  
Print Name: GREGORY L. DARBY

EMTEC, Inc.

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