

THIRD AMENDMENT TO AGREEMENT
Between City of Jacksonville and Northwest Regional Data Center
(City Contract #9587; NWRDC MOU #NWRM0135)
(Mainframe Hosting Services)

WHEREAS, the CITY OF JACKSONVILLE, a municipal corporation and political subdivision of the State of Florida (the "City"), and NORTHWEST REGIONAL DATA CENTER (the "NWRDC"), entered into the above-referenced Agreement dated effective March 23, 2011 (as amended the "Agreement");

WHEREAS, on August 21, 2014, the City issued Administrative Award No. XX-0449-11, authorizing the extension and renewal of the Agreement through June 30, 2015, and a maximum indebtedness not to exceed \$489,121.14; and

WHEREAS, the parties wish to modify the Agreement as described herein;

NOW THEREFORE, in consideration of good and valuable consideration, the parties agree as follows:

1. The term of the Agreement shall continue through June 30, 2015, unless earlier terminated in accordance with the Agreement.

2. The last paragraph on Attachment B (Billing) is hereby amended and replaced in its entirety to read as follows:

The amount of **\$489,121.14** shall be the City's maximum indebtedness under this Agreement, of which \$115,300.56 is allocated for the period of July 1, 2014 through June 30, 2015; *provided however*, said amounts shall not be encumbered by this Agreement. Such encumbrance[s] shall be perfected by subsequent purchase order[s] referencing and incorporating the terms and conditions of this Agreement, and 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*.

3. All actions taken by the parties in accordance with the terms of the Agreement through the execution date of this amendment are hereby ratified and approved.

4. Except as specifically and expressly set forth herein, all terms and conditions of the Agreement shall remain in full force and effect, and any references in the Agreement to the initial one-year term shall be construed to include this and any other renewal terms.

[Signature Page Follows. Counterpart Signature Pages Are Acceptable.]

IN WITNESS WHEREOF, this Third Amendment to Agreement is executed as of the last signature date indicated below.

Northwest Regional Data Center Policy Board

Mehran Basiratmand, Chairman, Northwest Regional Data Center Policy Board


(see attached)

Signature

Date

Northwest Regional Data Center (NWRDC)

Tim Brown, Executive Director, Northwest Regional Data Center



9/9/14

Signature

Date

Florida State University, acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida

Michael Barrett, Associate Vice President, Chief Information Officer, Florida State University




9/12/14

Signature

Date

CITY OF JACKSONVILLE

By:

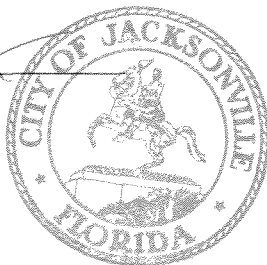

Alvin Brown, Mayor

Date

10/14/14

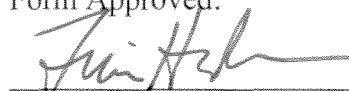
ATTEST:

James R. McCain, Jr.
Corporation Secretary



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

Form Approved:


Office of General Counsel

IN WITNESS WHEREOF, this Third Amendment to Agreement is executed as of the last signature date indicated below.

Northwest Regional Data Center Policy Board

Mehran Basiratmand, PhD, Chairman, Northwest Regional Data Center Policy Board



Signature



Date

Northwest Regional Data Center (NWRDC)

Tim Brown, Executive Director, Northwest Regional Data Center

Signature

Date

Florida State University, acting for and on behalf of the Florida State University Board of Trustees, a public body corporate of the State of Florida

Michael Barrett, Associate Vice President, Chief Information Officer, Florida State University

Signature

Date

CITY OF JACKSONVILLE

By: _____
Alvin Brown, Mayor

Date

ATTEST:

James R. McCain, Jr.
Corporation Secretary

Form Approved:

Office of General Counsel

Encumbrance and funding information for internal City use:

Account..... OPIT 531DC8 - 04662

Amount.....\$ 115,300.54

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(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 purchase order[s], as specified in said Contract.



Director of Finance

City Contract # 9587 *Amend #3*



Contract Encumbrance Data Sheet follows immediately.