

**SECOND AMENDMENT TO MASTER SERVICES AGREEMENT
BETWEEN
THE CITY OF JACKSONVILLE
AND
XEROX CORPORATION
FOR
MANAGED PRINT SERVICES COST PER IMPRESSION PROGRAM**

THIS SECOND AMENDMENT to the Master Services Agreement (“MSA”) is made and entered into in duplicate this 10 day of June, 2014 (the “Effective Date”), by and between the CITY OF JACKSONVILLE, a municipal corporation in Duval County, Florida (the “City”), and XEROX CORPORATION, a foreign profit corporation (“Xerox”), for the Managed Print Services Cost Per Impression Program (the “Project”).

RECITALS:

WHEREAS, on June 16, 2010, City and Xerox made and entered into City of Jacksonville Contract No. 8734-08 (the “Agreement”); and

WHEREAS, said Agreement has been amended once previously; and

WHEREAS, said Agreement should be amended further by exercising the second and final of two (2) renewal options so as to extend the period of service for an additional year from June 16, 2014 to June 15, 2015, with no renewal options remaining, and by increasing the CITY’s maximum indebtedness by an amount not-to-exceed \$1,103,095.00 to a new cumulative not-to-exceed maximum of \$5,964,986.00, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of the Agreement and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration admitted by the parties to be legally sufficient, the parties agree to amend said Agreement as follows:

1. The above-stated recitals are accurate, true, and correct and are incorporated herein and made a part hereof by this reference.

2. Section 4.a. of said Agreement is amended, in part, by exercising the second and final of two (2) renewal options so as to extend the period of service for an additional year from June 16, 2014, to June 15, 2015, and, as amended, shall read as follows:

“a. This MSA shall commence when signed by both parties, and will continue and remain in full force and effect for five (5) years thereafter unless terminated as provided under this Agreement as specified in Section 12 of this MSA. In the event either party elects to terminate this MSA, each Order hereunder shall remain in full force and effect until the end of its term (including any renewals or extensions thereto), or until it is terminated, and shall at all times be governed by the terms and conditions of this MSA as if it were still in effect.”

3. Section 4.d. of said Agreement is deleted in its entirety.

4. Section 9.j. of said Agreement is amended, in part, by increasing City’s maximum indebtedness by an amount not-to-exceed \$1,103,095.00, to a new cumulative not-to-exceed maximum of \$5,964,986.00 and, as amended, shall read as follows:

“j. As required by Section 106.431, *Ordinance Code*, the parties agree that the City’s financial obligation under this Agreement is ZERO AND 00/100 DOLLARS (\$0.00). City does not guarantee any work or any quantities to Vendor under this Agreement; accordingly, financial obligations of the City, if any, and encumbrances of lawfully appropriated funds shall be created only by subsequent purchase orders in variable amounts subject to a limit up to but not-to-exceed Five Million Nine Hundred Sixty-four Thousand Nine Hundred Eighty-six and 00/100 USD (\$5,964,986.00) for the term of this Agreement, which amount is \$1,252,932.00 for each of the first three years of this Agreement, \$1,103,095.00 for the fourth year of this Agreement, and

\$1,103,095.00 for the fifth year of this Agreement, subject to the existence and availability of lawfully appropriated funds. 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."

SAVE AND EXCEPT as expressly amended in and by this instrument, the provisions, terms, and conditions of said Agreement of June 16, 2010, shall remain unchanged and shall continue in full force and effect.

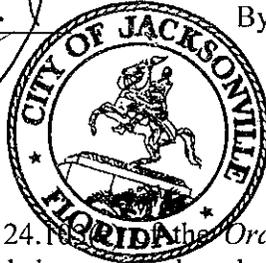
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IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE

By James R. McCain, Jr.
James R. McCain, Jr.
Corporation Secretary



By Alvin Brown
Alvin Brown, Mayor

In compliance with Section 24.103 of the Ordinance Code of the City of Jacksonville, I do certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing Second Amendment and that provision has been made for the payment of the monies provided therein to be paid.

C. Ronald Bechtel

Director of Finance
Second Amendment to Contract Number 8734-08

KB

Form Approved:

James R. McCain, Jr.
Office of General Counsel

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

ATTEST:

XEROX CORPORATION

By _____
Signature

Type/Print Name

Title

By Anna Cingolani
Signature
Anna CINGOLANI

Type / Print Name
Finance Director

Title