

**AMENDMENT NUMBER FIVE TO AGREEMENT
(UTILIZING MARION COUNTY PUBLIC SCHOOLS CONTRACT # 072265900)
BETWEEN
THE CITY OF JACKSONVILLE
AND
XEROX CORPORATION
FOR LEASE OF
TWO NUVERA PRINTERS
ONE DOCUCOLOR 700 DIGITAL COLOR PRESS
AND ACCESSORIES**

THIS AMENDMENT NUMBER FIVE to Agreement is made and entered into in duplicate this 29 day of January, 2014, by and between the **CITY OF JACKSONVILLE** (hereinafter the ACITY@), a municipal corporation existing under the Constitution and the laws of the State of Florida, and **XEROX CORPORATION** (hereinafter the AContractor@), a foreign profit corporation authorized to do business in Florida with local offices at 4899 Belfort Road, Suite 190, Jacksonville, Florida 32256 (c/o C. David Smith), for the lease of two (2) Nuvera Printers, one (1) Docucolor 700 Digital Color Press, and accessories for a period of seventy-two (72) months (hereinafter the AProject@).

RECITALS:

WHEREAS, on December 23, 2008, the parties made and entered into City of Jacksonville Contract # 8734-05 (hereinafter the "Agreement") for the Project; and

WHEREAS, said Agreement has been amended four (4) times previously; and

WHEREAS, said Agreement should be further amended by adding and incorporating **Exhibit 2**, attached hereto and by this reference made a part hereof, to revise print

allowances, excess meter rates, and per print rates as of payment 53 for the period June 1, 2013, through December 31, 2014; by extending the period of service one additional year from January 1, 2013 through December 31, 2014, subject to earlier termination; by reducing the monthly lease payment commencing June 1, 2013 from \$15,845.72 to \$10,670.94; by providing additional funding in the amount of \$111,827.82 for the period October 1, 2013 through December 31, 2014; and, by increasing the maximum indebtedness by \$111,827.82 to a new not-to-exceed total maximum indebtedness of \$1,062,571.02, with all other provisions, terms, and conditions of said Agreement remaining unchanged; now therefore

IN CONSIDERATION of said Agreement and of the mutual promises and covenants herein contained and for other good and valuable consideration the legality and sufficiency of which are admitted, the parties agree to amend the Agreement as follows:

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

2. Article 4 in said Agreement is amended in part by extending the period of service one additional year from January 1, 2013 through December 31, 2014, and as amended shall read as follows:

“ARTICLE 4: Duration of Agreement/Pricing Available to Other Entities:

The term of this Agreement shall commence on January 1, 2009, and shall continue and remain in full force and effect as to all its terms, conditions, and provisions as set forth herein and pursuant to Section 8 of the Marion County Request for Proposals, that being part of said Agreement, for a period of seventy-two (72)

months through December 31, 2014, unless sooner terminated as provided in **Composite Exhibit 1**. During said period of time, and notwithstanding any other existing contracts and agreements by and between the parties, the Equipment provided hereunder shall be available to all using agencies and other political subdivisions, boards, agencies, or authorities existing in Duval County that may desire to purchase or lease the same at the contract price, and terms and conditions provided herein and in the Contract.”

3. Section 5.2 in said Agreement is amended in part by reducing the monthly payment commencing June 1, 2013 through the remainder of the period of service from \$15,845.72 to \$10,670.94, as detailed in the CITY’s Procurement “Reference Award” for Bid # PSC0369-09, dated May 28, 2013, by providing additional funding in the amount of \$111,827.82 for the period October 1, 2013 through December 31, 2014, and by increasing the maximum indebtedness by \$111,827.82 to a new not-to-exceed total maximum indebtedness of \$1,062,571.02 and, as amended, shall read as follows:

“5.2. Notwithstanding any contrary provision in **Composite Exhibit 1**, the maximum indebtedness of the CITY for all fees, reimbursable items, or other costs for the Equipment sold by Contractor pursuant to this Agreement shall not exceed the sum of FIFTEEN THOUSAND EIGHT HUNDRED FORTY-FIVE AND 72/100 DOLLARS (\$15,845.72) per month for the first fifty-three (53) months of this Agreement (through May 31, 2013) , and the amount of TEN THOUSAND SIX HUNDRED SEVENTY AND 94/100 per month for the period beginning June 1, 2013 through December 31, 2014, for a total maximum indebtedness of the City of ONE MILLION SIXTY-TWO THOUSAND FIVE HUNDRED SEVENTY-ONE AND 02/100 DOLLARS (\$1,062,571.02) for the term of this Agreement; provided however, of that amount only ONE HUNDRED FORTY-TWO THOUSAND SIX

HUNDRED ELEVEN AND 48/100 DOLLARS (\$142,611.48), is to be encumbered to cover the initial period from January 1, 2009 through September 30, 2009; ONE HUNDRED NINETY THOUSAND ONE HUNDRED FORTY-EIGHT AND 64/100 DOLLARS (\$190,148.64) shall be encumbered to cover the CITY Fiscal Year October 1, 2009 through September 30, 2010; ONE HUNDRED NINETY THOUSAND ONE HUNDRED FORTY-EIGHT AND 64/100 DOLLARS (\$190,148.64) shall be encumbered to cover the CITY Fiscal Year October 1, 2010 through September 30, 2011; ONE HUNDRED NINETY THOUSAND ONE HUNDRED FORTY-EIGHT AND 64/100 DOLLARS (\$190,148.64) shall be encumbered to cover the CITY Fiscal Year October 1, 2011 through September 30, 2012; ONE HUNDRED NINETY THOUSAND ONE HUNDRED FORTY-EIGHT AND 64/100 DOLLARS (\$190,148.64) shall be encumbered to cover the CITY Fiscal Year October 1, 2012 through September 30, 2013, and ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND 82/100 DOLLARS shall be encumbered for the extended period of service from October 1, 2013 through December 31, 2014.”

4. Attach **Exhibit 2** to the Agreement.

SAVE AND EXCEPT as expressly amended in this instrument, the provisions, terms, and conditions of said Agreement (City of Jacksonville Contract # 8734-05), as previously amended, shall remain unchanged and shall continue in full force and effect.

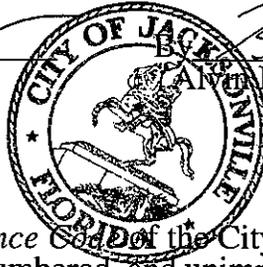
[Remainder of page is intentionally left blank. Signature page follows immediately.]

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

ATTEST:

CITY OF JACKSONVILLE:

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



Alvin Brown
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:

C. Ronald Bolton
Director of Finance
Contract # 8734-05, Amendment No. 5
BT

Form Approved:

James R. McCain, Jr.
Office of General Counsel

ATTEST:

XEROX CORPORATION

By _____
Signature

By Anna Cinquepalmi
Signature

Type/Print Name

Anna Cinquepalmi
Type/Print Name

Title

Finance Director
Title