

9632
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**AMENDMENT NUMBER ONE TO:
CONTRACT
BETWEEN
THE CITY OF JACKSONVILLE
AND
COPYSOURCE, INC. D/B/A COPYTRONICS INFORMATION SYSTEMS
(FORMERLY COPYTRONICS, INC.)
FOR
Public Use Copiers for the Jacksonville Public Library**

THIS FIRST AMENDMENT to Agreement (the "First Amendment") is made and entered into in duplicate this 5 day of May, 2015 and made effective as of September 28, 2014 (hereinafter the "Effective Date"), by and between the CITY OF JACKSONVILLE, FLORIDA (hereinafter sometimes the "Owner" or the "City"), a municipal corporation in Duval County, Florida, and COPYSOURCE, INC. D/B/A COPYTRONICS INFORMATION SYSTEMS, formerly known as Copytronics, Inc. (hereinafter, "Contractor"), a Florida corporation, with offices located at 3728 Philips Highway, Jacksonville, Florida 32207.

RECITALS:

WHEREAS, effective November 10, 2011, City and Contractor made and entered into City of Jacksonville Contract No. 9632 (hereinafter, the "Agreement"); and

WHEREAS, subsequent to entering the Agreement, Contractor was purchased, and its new legal entity name is Copysource, Inc. and it does business as Copytronics Information Systems; and

WHEREAS, said Agreement has not been amended previously; and

WHEREAS, from September 27, 2014 through the day and year first above written the parties hereto have worked together continuously and without interruption to provide public use copiers at the Jacksonville Public Library; and

WHEREAS, said Agreement should be amended, in part, by accepting, adopting and ratifying all actions of the parties under the Agreement from September 27, 2014 through the day and year first above written; and

WHEREAS, said Agreement should further amended by: (i) exercising the first of three (3), one (1) year renewal options, extending the period of service from November 10, 2011 to September 28, 2015, with two (2), one (1) year renewal periods remaining; and (ii) amending the Agreement to reflect that Total commissions to be paid to the City shall be in the amount of \$0.04 per page for

black copies in excess of 1,620,000 pages and \$0.20 per page for color copies in excess of 54,000 pages, 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 promises hereinafter contained, the parties agree 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. Paragraph 5 of the Agreement is amended, in part, by exercising the first of three (3), one (1) year renewal options, extending the period of service from November 10, 2011 to September 28, 2015, with two (2), one (1) year renewal periods remaining and, as amended, shall read as follows:

“5. The term of this Contract shall commence as of September 28, 2011 and shall continue in full force and effect with respect to all its provisions, terms and conditions, for an initial term of four (4) years until September 28, 2015; *provided however*, in the sole and exclusive discretion of the City, this Contract may be renewed for up to two (2) additional one (1)-year renewal periods, upon terms and conditions mutually acceptable to the parties.”

3. The Agreement is hereby amended to reflect that the total commissions to be paid to the City shall be in the amount of \$0.04 per page for black copies in excess of 1,620,000 pages and \$0.20 per page for color copies in excess of 54,000 pages, with all other provisions, terms and conditions of said Agreement remaining unchanged; now therefore

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

[Remainder of page left intentionally blank; signatures on following page.]

Cleveland Ferguson III
Deputy Chief Administrative Officer
For Mayor Alvin Brown
Under Authority of:
Executive Order No. 2015-01

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, in duplicate, the day and year first above written.

ATTEST:

CITY OF JACKSONVILLE, FLORIDA

By James R. McCain, Jr.
Corporation Secretary



Alvin Brown, Mayor
OWNER

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; and that provision has been made for the payment of monies provided therein to be paid.

C. Ronald Bell
Director of Finance
City Contract Number: 9632, Amd #1, Ex. 1st
Renewal Option, amend commission rate.

Form Approved:

[Signature]
Office of General Counsel

[Signature]

ATTEST:

COPYTRONICS, INC.

Signature

Scott
Signature

Type/Print Name

Scott Schwebke
Type/Print Name

Title

Area VP
Title

CONTRACTOR