

8734-07
Amd 4

**AMENDMENT NUMBER FOUR TO AGREEMENT
UTILIZING MARION COUNTY PUBLIC SCHOOLS RFP 3029JD & CONTRACT # 072265900
BETWEEN
THE CITY OF JACKSONVILLE
AND
XEROX CORPORATION
FOR LEASE OF
ONE XEROX 4595 DIGITAL COPIER AND EXTENDED SERVICE PLAN**

THIS AMENDMENT NUMBER FOUR 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 corporation authorized to do business in Florida with local offices at 4899 Belfort Road, Suite 190, Jacksonville, FL 32256 (c/o C. David Smith), for the lease of one (1) XEROX 4595 Digital Copier and an Extended Service Plan for a period of sixty (60) months (hereinafter the AProject@).

RECITALS

WHEREAS, effective April 1, 2010, the parties made and entered into City of Jacksonville Contract Number 8734-07 (hereinafter the "Jacksonville Contract"), for the Project, and

WHEREAS, said Jacksonville Contract has been amended three (3) times previously; and

WHEREAS, said Jacksonville Contract should be amended further by providing for encumbrance of an additional amount not-to exceed \$23,257.08 for CITY Fiscal Year October 1, 2013 through September 30, 2014, with no increase to the maximum indebtedness of the Jacksonville Contract, and with all other provisions, terms, and conditions remaining unchanged; now therefore

IN CONSIDERATION of the Jacksonville Contract and of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties agree to amend the Jacksonville Contract 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. Section 5.2 in said Jacksonville Contract is amended in part by encumbering additional funding in an amount not-to-exceed \$23,257.08, for CITY Fiscal Year October 1, 2013 through

September 30, 2014, 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 leased or sold by Contractor pursuant to this Agreement shall not exceed the sum of ONE THOUSAND NINE HUNDRED THIRTY-EIGHT AND 9/100 (\$1,938.09) per month for the term of this Agreement for a total maximum indebtedness of the City of ONE HUNDRED SIXTEEN THOUSAND TWO HUNDRED EIGHTY-FIVE AND 40/100 DOLLARS (\$116,285.40) for the sixty (60) month term of this Agreement; provided however, of that amount only ELEVEN THOUSAND SIX HUNDRED TWENTY-EIGHT AND 54/100 DOLLARS (\$11,628.54), is to be encumbered by this Agreement, to cover the initial period from the Effective Date through September 30, 2010; TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 8/100 (\$23,257.08), for CITY fiscal year October 1, 2010 through September 30, 2011, as specified in the “Reference Award” in City Bid # PSC-0353-10, dated March 1, 2010 and made a part of **Composite Exhibit 1**, TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 8/100 (\$23,257.08), for CITY fiscal year October 1, 2011 through September 30, 2012, as specified in the “Reference Award” in City Bid # PSC-0353-10, dated March 1, 2010 and made a part of **Composite Exhibit 1**, TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 8/100 (\$23,257.08), for CITY fiscal year October 1, 2012 through September 30, 2013, as specified in the “Reference Award” in City Bid # PSC-0353-10, dated March 1, 2010 and made a part of **Composite Exhibit 1**, and TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN AND 8/100 (\$23,257.08), for CITY fiscal year October 1, 2013 through September 30, 2014, as specified in the “Reference Award” in City Bid # PSC-0353-10, dated March 1, 2010 and made a part of **Composite Exhibit 1**. The balance may be encumbered on a year-to-year basis by written amendment to this Agreement, provided however, the CITY’s obligation to pay is contingent upon the existence and availability of lawfully appropriated funds for the Project on said year-to-year basis. In the event it appears that the maximum indebtedness may be exceeded, for what ever reason, the CITY will use its best efforts to secure an amendment to this Agreement to cover such excess.”

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

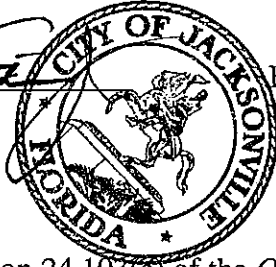
[Remainder of page left blank intentionally. Signature page follows immediately.]

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

ATTEST:

CITY OF JACKSONVILLE:

By James R. McCain, Jr.
Corporation Secretary



By 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 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 provision has been made for the payment of the monies provided therein to be paid in City of Jacksonville Fiscal Year commencing October 1, 2013 through September 30, 2014.

A. Ronald Beld
Director of Finance 8734-07
Contract Amendment #4
Funding for FY 10/1/13-9/30/14

Form Approved:

James R. McCain
Office of General Counsel

ATTEST:

XEROX CORPORATION

By _____
Signature

By Anna Cinsuqualmi
Signature

Type/Print Name

Anna Cinsuqualmi
Type/Print Name

Title

Finance Director
Title