

FIFTH AMENDMENT TO INFORMATION TECHNOLOGY AND
TELECOMMUNICATIONS SERVICE AGREEMENT

XEROX CORPORATION

(for City-wide Managed Print Services)

THIS FIFTH AMENDMENT TO INFORMATION TECHNOLOGY AND TELECOMMUNICATIONS SERVICE AGREEMENT ("Fifth Amendment"), is made and entered into this ____ day of _____, 2018, by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation, hereinafter referred to as "City," and XEROX CORPORATION ("XEROX" or "Contractor"), a New York corporation authorized to do business in California, on the terms and conditions set forth below.

RECITALS

WHEREAS, the Parties entered into an Information Technology Telecommunication Service Agreement dated July 1, 2008 ("Agreement"), whereby Contractor's predecessor in interest, ACS Enterprise Solutions, LLC, ("ACS"), provided the City with certain information technology and information services; and

WHEREAS, on or about December 22, 2010, City and ACS amended the Agreement by executing the First Amendment ("First Amendment") to modify the services provided by ACS to include certain hardware, remote care and consumables and fulfillment services; and

WHEREAS, on or about July 24, 2012, City and ACS amended the Agreement by executing the Second Amendment ("Second Amendment") to modify the term of the Agreement by exercising the first of three two-year options to renew information technology and information services; and

WHEREAS, on or about March 6, 2014, City and ACS amended the Agreement by executing the Third Amendment ("Third Amendment") to modify the term of the Agreement by exercising the second of three two-year options to renew information technology and information services; and

WHEREAS, on or about July 28, 2014, City and ACS amended the Agreement by executing the Fourth Amendment ("Fourth Amendment") to modify the services provided by ACS including certain hardware, remote care, and consumable fulfillment services; and

WHEREAS, on or about June 28, 2016, the City Council approved an Assignment, Assumption, and Consent Agreement ("Assignment") between City, ACS, and XEROX whereby the remaining services previously provided to City by ACS under the Agreement, as amended, would be continued by XEROX going forward, authorized the continued remote care services, consumable fulfillment, meter charges and additional hardware; and

WHEREAS, the Agreement, as amended, is set to expire on June 30, 2018, and the parties wish to extend the Agreement on a month-to-month basis; and

WHEREAS, the parties now wish to additionally modify the Agreement as described herein,

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by this reference, City and Contractor agree as follows:

1. The remaining remote care services, consumable fulfillment, meter charges and additional hardware will continue on a month-to-month basis in the same manner and at the same price set forth in the Agreement and as previously amended.
2. The equipment leases which terms have not yet expired shall continue until expired or terminated pursuant to the Fourth Amendment to the Agreement, but equipment leases which terms will expire after June 30, 2018, will not automatically be renewed for additional terms under this current Agreement or its amendments.
3. All other terms and conditions of the Agreement and the First Amendment are unchanged and remain in full effect.

[Signatures on following page]

IN WITNESS WHEREOF, the undersigned authorized representatives of Contractor and the City have executed this Fifth Amendment.

CITY OF RIVERSIDE, a California charter city and municipal corporation

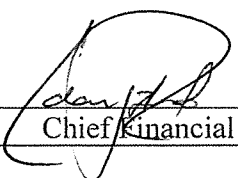
By: _____
City Manager

Attest: _____
City Clerk

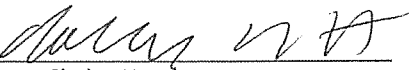
Approved as to Form:

By:  _____
Deputy City Attorney

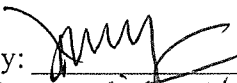
Certified as to Availability of Funds:

By:  _____
Chief Financial Officer

XEROX CORPORATION, a New York corporation authorized to do business in California

By:  _____
Name: Chaley Henderson
Title: Finance Director
Date: 6/11/18

AND

By:  _____
Name: Michelle Yoshino
Title: Xerox General Manager
Date: 6/12/2018

XEROX CORPORATION

Certificate of Assistant Secretary

I, Douglas H. Marshall, Assistant Secretary of Xerox Corporation, a New York corporation (the "Company"), DO HEREBY CERTIFY that:

1. The following is a true and correct copy of an excerpt from a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on December 7, 2011, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED: that ... the President, any Vice President, the Treasurer, the Controller and any Manager or Director of any group, division or department of the Company, be, and each of them severally is, empowered to (i) execute and deliver in the name and on behalf of the Company all agreements, contracts, bids, instruments of conveyance or encumbrance, leases, bonds, consents, certificates (including any non-collusion certificates required by any governmental entity, department, agency or official), releases, powers of attorney and other documents which may be necessary or desirable in and relating to the ordinary conduct of the business of the group, division or department which he serves in that capacity (all of the foregoing collectively referred to as "Agreements") (ii) perform under agreements or cause to be performed, the Company's obligations under all such Agreements; and (iii) from time to time delegate their authority under this resolution to such employees of the Company and subject to such terms, conditions and limitations as they determine to be advisable, the execution and delivery of any such delegation to be conclusive evidence of such determination.

2. Chaley A. Henderson is as of the date hereof the Finance Director, Public Sector Operations West, North America Operations, of the Company and is authorized to act under the above resolution.

IN WITNESS WHEREOF, the undersigned has executed this Certificate and affixed the corporate seal of the Company hereto this 14th day of September, 2017.



A handwritten signature in black ink, appearing to read "D. H. Marshall", written over a horizontal line.

Douglas H. Marshall
Assistant Secretary