

**DOCUMENT SERVICES AGREEMENT AMENDMENT
NON-COTERMINOUS AMENDMENT**

**THE DOCUMENT COMPANY
XEROX**

THIS AMENDMENT ("Amendment") Number **8** amends the Document Services Agreement Number **3111366** (the "Agreement") between **City of Redlands** ("you") and Xerox.

1. The following Equipment/Software is added to the Agreement: **7008553**

Equipment Model / Software	Serial Number	Status Description	Installation Location	Monthly Equipment Component
Xerox 5830T	TBD	Xerox Owned	35 Cajon Street	\$ 114.00

2. Xerox shall provide the Equipment/Software as set forth in this Amendment for the period **6/1/02 to 5/31/06**. In the event that the Agreement expires or is terminated prior to the termination of the period set forth for in this Amendment, the terms and conditions of this Amendment and the Agreement, except in regards to those Agreement terms that are not applicable to the providing of the Equipment/Software listed herein, shall be deemed to be in effect until the date set forth above. During the period that the Agreement and Amendment are both operative, you shall pay the amount set forth in this Amendment and the Agreement including any amendments thereto. If the Agreement terminates or expires prior to the Amendment, the pricing for the Equipment provided under this Amendment shall be as set forth in the Amendment.

3. Xerox is providing you the Equipment listed in this Amendment for the entire term of the Amendment. If you terminate this Amendment prior to its expiration for reasons other than Xerox's material breach, require that a unit of Equipment listed in this Amendment be removed or replaced (e.g., traded-in) or if Xerox terminates this Amendment due to your breach, you agree to pay all amounts due Xerox as of that date, together with the Xerox-calculated monthly equipment component, which includes a disengagement charge, for all affected Equipment provided under this Amendment times the number of months remaining in the Amendment. In addition, you agree to return the Equipment in the same condition as when delivered, reasonable wear and tear excepted, or purchase the Equipment at its fair market value, as determined by Xerox, at the Amendment's scheduled expiration. Unless and until you purchase the Equipment, you hereby authorize Xerox or its agents to execute on your behalf all documents necessary to protect Xerox's rights in the Equipment (including any Uniform Commercial Code protective filings in favor of Xerox).

4. The pricing for the Equipment/Software provided under this Amendment is as follows:

Amendment Period	Monthly Minimum Charge	Impressions Included in Minimum		Charge per Impression Above Minimum	
		B/W	Color	B/W	Color
6/01/02 to 5/31/06	\$ 124.00	1,500	0	\$0.0186	\$0.0
☐ Other Addendum Attached: ☐ Monthly Equipment Buyout Amount \$					

5. If this Amendment includes a Monthly Equipment Buyout Amount, this amount is included in the Monthly Minimum Charge (unless the Amendment does not include a Monthly Minimum Charge, in which case the Monthly Equipment Buyout Amount will be shown as a separate line item on your invoice). Xerox has provided these funds ("Buyout Funds") to you to retire the debt on your existing equipment lease obligations and, as a result, Xerox shall retain or receive unencumbered title to such equipment upon such buyout. The Buyout Funds provided for as part of this Amendment are in addition to any buyout funds provided for previously in the Agreement or any other amendments thereto. Should the Amendment be terminated prior to expiration for any reason, you agree to pay to Xerox (even if termination fees would not otherwise be due), in addition to any other amounts owed under the Amendment, an amount equal to the remaining principal balance of the Buyout Funds.

6 Except as specified in this Amendment, the Agreement shall remain as stated. In the event of a conflict between the terms and conditions of the Agreement and this Amendment relating to the Equipment provided under this Amendment, the Amendment will control.

XEROX CORPORATION

Agata Gollace
Name (Please Print)
Agata Gollace
Signature
Pricing/Contract Specialist
Title
6/5/02
Date

CITY OF REDLANDS

Karl N. Haws
Name (Please Print)
Karl N. Haws
Signature
Mayor
Title
June 18, 2002
Date

Attest:

Lorrie Poyzer
Lorrie Poyzer, City Clerk