

Contract#: 201600009

Amendment#: 2

Vendor#: 129760

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE
MANAGED PRINT SERVICES AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS**

THIS SECOND AMENDMENT TO THE AGREEMENT TO PROVIDE MANAGED PRINT SERVICES AND RELATED PRODUCTS, SERVICES, AND SOLUTIONS (this "Second Amendment") is made and entered into this **1st of July, 2019**, by and between Ricoh USA, Inc., an Ohio corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and the Company entered into an Agreement for Managed Print Services and Related Products, Services, and Solutions, dated July 1, 2016 (the "Contract") pursuant to which the Company agreed to provide the Services for the City of Charlotte, on behalf of the Charlotte Cooperative Purchasing Alliance ("CCPA") and Participating Public Agencies ("PPA").
- B. The parties amended the Contract to modify invoicing information for the Charlotte Firefighter's Retirement System, and to incorporate certain other changes.
- C. The parties now desire to amend the Contract to extend the Term of the Contract by the first of one (1) four-year renewal terms, effective through June 30, 2023 and to update the City's lease terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Second Amendment by reference.
2. Defined terms used in this Second Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The parties acknowledge and agree that the Contract has been in effect at all times from July 1, 2019 through the present, and that all purchases made during the period from July 1, 2019 through the date of this Amendment are covered by the Contract.
4. This Second Amendment extends the Term of the Contract by the first of one (1) four-year renewal terms to expire on June 30, 2023.
5. This Second Amendment hereby replaces **Section 1.12.2, Lease of Space in Exhibit A: Facilities Management Scope of Work** with the following:

Lease of Space.

Approximately thirty-one hundred and four (3104) square feet of space will be provided at an initial annual cost of sixteen dollars (\$16.00) per square foot to the Company in the basement of the CMGC for use as the CMGC Ricoh Service Center. Rent shall increase 2 % per year. Approximately two hundred (200) square feet of space will be provided at an annual cost of sixteen dollars (\$16.00) per square foot to the Company on the 2nd floor of the LEC for use as a mailroom location.

6. This Second Amendment hereby replaces **Section 2, Rent of Exhibit B1: CMGC Print Shop Lease** with the following:

RENT.

Lessee shall pay to Lessor the annual rental sum of \$49,664. This amount is calculated based on a total floor area of the rental premises of 3,104 square feet and an annual rental rate of sixteen dollars (\$16.00) per square foot for the leased space. The Lessor will pay said rent amounts on a quarterly basis equal to 1/4th of the

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aforementioned sum within thirty (30) days from receipt of an invoice from the City Accounts Receivable Department to be sent by the City on the first working day of each quarter of the City's fiscal year which begins July 1, 2019. Rent will increase at an annual rate of 2% per year.

7. This Second Amendment hereby replaces **Section 2, Rent of Exhibit B2: Law Enforcement Center Print Shop Lease** with the following:

RENT.

Lessee shall pay to Lessor the annual rental sum of \$3,200. This amount is calculated based on a total floor area of the rental premises of 200 square feet and an annual rental rate of sixteen dollars (\$16.00) per square foot for the leased space. The Lessor will pay said rent amounts on a quarterly basis equal to 1/4th of the aforementioned sum within thirty (30) days from receipt of an invoice from the City Accounts Receivable Department to be sent by the City on the first working day of each quarter of the fiscal year, which begins on July 1, 2019. Rent will increase at an annual rate of 2% per year.

8. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
9. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]


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IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Second Amendment to be executed as of the date first written above.

RICOH USA, INC.

BY: 
(signature)


Phillip L. Matthews

PRINT NAME: _____

TITLE: Vice President Managing Director

DATE: 7/9/2019 12:40 pm EST

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: 
(signature)

PRINT NAME: Sabrina Jay Hogg

TITLE: Deputy City Manager

DATE: 8/1/19

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____
(signature)

DATE: _____