

**THIRD AMENDMENT TO LICENSE  
AGREEMENT FOR COPIER SERVICES BY  
AND BETWEEN  
CITY OF SAN ANTONIO AND DOCUMATION, INC.**

This third amendment to the license agreement for copier services ("Third Amendment") is entered into between the City of San Antonio, a Texas Municipal Corporation ("City"), acting by and through its City Manager or her designee, pursuant to Ordinance No. 2012-11-08-0881, and DOCUmentation, Inc. ("Licensee"), acting by and through its duly authorized agent, both of which may be referred to herein collectively as the "Parties".

**Whereas**, the Parties entered into that certain License Agreement for Copier Services ("Original Agreement") with a term beginning on November 18, 2002 and ending November 18, 2007, pursuant to Ordinance No. 96681, dated November 7, 2002; and

**Whereas**, after conducting a Request for Proposal solicitation process for a new contract, City recommended Licensee for award of the new contract; and

**Whereas**, rather than create a new contract, the Parties amended the Original Agreement by Ordinance No. 2007-12-06-1262, to, among other changes, extend the term to November 18, 2010 and provide for 2 additional one year renewal periods, which have now been exercised; and

**Whereas**, the Parties amended the Original Agreement a second time by Ordinance No. 2012-11-08-0881, to allow for a month to month extension at the conclusion of the extended term; and

**Whereas**, the Parties now wish to extend the term again, on the same terms and conditions, to allow continued services while the City conducts a new solicitation process in accordance with City policies;

**Now Therefore**, the Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

**I. AMENDMENT**

1. Amendment to Article 2 of the Original Agreement. Article 2 of the Original Agreement, as previously amended, is hereby amended as follows:

1. The term of this agreement is hereby extended to November 30, 2014.
2. At the conclusion of the renewal period described above, this Agreement shall automatically renew on a month to month basis. During this automatic extension period, either party may terminate this Agreement by providing 90 days' written notice to the other party.

**II. PROVISIONS REMAIN IN EFFECT**

All other terms, conditions, covenants and provisions of the Original Agreement, as previously amended, are hereby renewed and extended, save and except the Term, which is hereby modified.

**III. ENTIRE AGREEMENT**

This Agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

**CITY OF SAN ANTONIO, TEXAS**

\_\_\_\_\_  
Sheryl L. Sculley  
City Manager

Date: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

**DOCUmation, INC.**

  
\_\_\_\_\_  
George Ricks  
Vice President Technology Services

Date: 11/21/13