

**AGREEMENT FOR SERVICES
SOFTWARE LICENSE AND MAINTENANCE AGREEMENT
AMENDMENT III**

This amendment III to that Agreement for Services made and entered into July 25, 2000 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Computer Works, Inc., a New York corporation, duly qualified to conduct business in the State of California, whose principal place of business is 20 Corporate Woods Boulevard, Albany, New York 12211, (hereinafter referred to as "Consultant");

WITNESSETH

WHEREAS, Consultant has been engaged by County to supply InterTrac for Law tracking and management system software, server and licensing maintenance and support for said software, for the County Counsel Office in accordance with the Agreement incorporated herein and made by reference a part hereof; and

WHEREAS, the parties have mutually agreed to amend the Compensation for Services for the County Counsel's license maintenance and software support costs, amending Article IV - Compensation for Services.

NOW THEREFORE, the parties do hereby agree that the Agreement for Services referenced above shall be amended as follows:

Article IV - Compensation for Services is hereby amended to read as follows:

ARTICLE IV

Compensation for Services: For services provided pursuant to the original Agreement for the period July 25, 2000 through June 30, 2002, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered in accordance with Exhibit "A", marked "Payment Schedule", to the original Agreement. For services pursuant to this Agreement, as thereafter amended, for the period July 1, 2002 through June 30, 2004, services shall be paid in accordance with Amendment I to the original Agreement. For services provided pursuant to this Agreement, as thereafter amended, for the period July 1, 2004 through June 30, 2007, services shall be paid in accordance with Amendment II to the original Agreement.

Consultant and County agree that all such services for the period July 25, 2000 through June 30, 2007 have been invoiced and paid in accordance with this Agreement as amended.

For the period July 1, 2007 through June 30, 2011, County agrees to pay Consultant within thirty (30) days following County receipt and approval of itemized invoice detailing the services rendered in accordance with the following rates:

For each fiscal year, commencing on July 1, and ending the following June 30:

1. Annual service maintenance: 1 server @ \$2,100.00 per County fiscal year;
2. Client server maintenance per client: @ \$88.00 per County fiscal year per client. On July 1, 2007, County has 19 clients = \$1,672.00 estimated total for the fiscal year. County shall be entitled to a credit prorated over each fiscal year for a deletion of a current client(s);
3. Additional client licenses shall be charged at the rate of \$658.00 per additional client for a fiscal year. Additional client maintenance shall be prorated over the County's fiscal year;
4. Up to 80 hours of support, billed for each of County's fiscal year, not to exceed \$12,000.00 total per year, to be billed at the hourly rate of:

Project Manager:	\$250.00
Designer:	\$250.00
Developer	\$250.00
Technical Support	\$200.00;
5. Travel expenses to be billed separately, as needed, in accordance with Exhibit "C" marked "County Travel Policy D-1" incorporated by reference in the original Agreement.

For the period July 1, 2007 through June 30, 2011, the total for services billed for each fiscal year shall not exceed \$20,000.00 per year.

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Except as herein amended, all other sections and parts of Agreement for Services referenced above shall remain unchanged and in full force.

REQUESTING DEPARTMENT CONCURRENCE:

By: Louis B. Green
Louis B. Green, County Counsel
Office of County Counsel

Dated: 4/23/07

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the day and year first below written.

-COUNTY OF EL DORADO-

Dated: _____

By: _____
Chairman of the Board of Supervisors
"County"

ATTEST: CINDY KECK,
Clerk of the Board of Supervisors

BY: _____
Dated: _____

-CONSULTANT-

Dated: 4/16/07

By: Greg Rosano
Greg Rosano, President
"Consultant"

Corporate Secretary
Cynthia Rosano, Secretary
Cynthia Rosano

Dated: 4/16/07