

# **AGREEMENT FOR SERVICES**

**#395-PHD0804**

## **DIONEX Corporation**

### **Ion Chromatography Preventive Maintenance and Upgrades**

#### **Amendment II**

**THIS AMENDMENT to that AGREEMENT** made and entered into on September 6, 2004 by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Dionex Corporation, a duly qualified California corporation (hereinafter referred to as "Contractor"), whose principal place of business is 1228 Titan Way, P.O. Box 3603, Sunnyvale, CA 94088-3603;

#### **WITNESSETH**

**WHEREAS**, Contractor has been under contract with County to provide routine scheduled maintenance and upgrades for the El Dorado County Public Health Department Laboratory's Ion Chromatograph machine; and

**WHEREAS**, County desires to extend Contractor's services for another year;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

**ARTICLE II, Term** is replaced in its entirety with the following:

#### **ARTICLE II**

**Term:** This Agreement shall be effective on September 6, 2004 and shall expire on September 5, 2007. This Agreement may be extended for one additional one-year period if mutually agreed to in writing by both parties hereto not less than thirty (30) days prior to its expiration.

**ARTICLE III, Compensation for Services** is amended to read as follows:

#### **ARTICLE III**

**Compensation for Services:** For routine scheduled maintenance services provided by Contractor 9/6/04 through 9/5/05, and in order to capture the 6% discount offered by Contractor per quotation

number 22717 for payment in advance, County agrees to pay \$3,246.21 within 30 days of receipt and approval of an original written invoice, following full execution of this Agreement. Invoice shall reference Agreement # 395-PHD0804 and be sent to:

El Dorado County Public Health Department  
Attn: Accounting Department  
941 Spring Street, Suite 3  
Placerville, CA 95667

For routine scheduled maintenance services provided by Contractor 9/6/05 through 9/5/06, and in order to capture the 6% discount offered by Contractor per quotation number 26916 for payment in advance, County agrees to pay \$3,570.82 within 30 days of receipt and approval of an original written invoice, following full execution of this Agreement.

For routine scheduled maintenance services provided by Contractor 9/6/06 through 9/5/07, and in order to capture the 6% discount offered by Contractor per quotation number 29140 for payment in advance, County agrees to pay \$3,927.91 within 30 days of receipt and approval of an original written invoice, following full execution of this Agreement.


This Agreement shall not exceed \$3,247 in FY 04/05, \$3,571 in FY 05/06, and \$3,928 in FY 06/07 for a total not to exceed \$10,746 for all services as described herein, inclusive of all expenses.

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The parties do hereby agree that all other provisions of the Agreement are to remain in full force and effect and that this Agreement remains subject to early termination by County as set forth in the original document.

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

**CONTRACTOR**

By:   
Craig A. McCollam, Vice President and CFO  
Dionex Corporation

Date: 10/2/01

**COUNTY OF EL DORADO**

By: \_\_\_\_\_  
Bonnie H. Rich, Purchasing Agent  
Chief Administrative Office

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