

ORIGINAL

AGREEMENT FOR SERVICES #048-S0311 AMENDMENT III

This Amendment III to that Agreement for Services #048-S0311, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Xerox Corporation, a New York Corporation, duly qualified to conduct business in the State of California, whose local place of business is 2485 Natomas Park Drive, Suite 250, Sacramento, CA 95833; (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, Contractor has been engaged by County to provide equipment maintenance and supporting software license and support for the Information Technologies Department in accordance with Agreement for Services #048-S0311 dated August 27, 2002, Amendment I dated December 2, 2003, and Amendment II dated September 19, 2006, incorporated herein and made by reference a part hereof; and

WHEREAS, the parties hereto have mutually agreed to extend said Agreement for an additional one (1) year period, hereby amending **ARTICLE II – Term**; and

WHEREAS, the parties hereto have mutually agreed to revise the billing rates and increase the compensation by an additional \$12,230.00, amending **ARTICLE III-Compensation for Services**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #048-S0311 shall be amended a third time as follows:

ARTICLE II

Term: This Agreement, as amended, shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2002 through December 31, 2007.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County receipt and approval of itemized invoice(s) detailing services rendered. For the purposes hereof, the billing rates for the period of July 1, 2002 through December 31, 2006 shall be as follows:

DP90 Printer \$892.25 per month

DPCTRL 10A Controller (PC) \$100.00 per month

The print allowance plan includes 150,000 prints per month. Prints 150,001 and above will be billed at \$0.0052 per print.

The billing rates for the period of January 1, 2007 through December 31, 2007 shall be as follows:

DP90 Printer \$892.25 per month

DPCTRL 10A Controller (PC) \$104.00 per month

The print allowance plan includes 150,000 prints per month. Prints 150,001 and above will be billed at \$0.0052 per print. The total amount of this Agreement, as amended, shall not exceed \$62,230.00, inclusive of all applicable charges under the terms of this Agreement.

Except as herein amended, all other parts and sections of that Agreement #048-S0311 shall remain unchanged and in full force and effect.

Requesting Contract Administrator Concurrence:

By: Steve Featherston Dated: 12-27-2006
Steve Featherston, Assistant Director
Information Technologies

Requesting Department Head Concurrence:

By: Jacqueline Nilius Dated: 12-27-06
Jacqueline Nilius, Director
Information Technologies

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to that Agreement for Services #048-S0311 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____

Chairman
Board of Supervisors
"County"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____

Deputy Clerk

--- CONTRACTOR ---

Dated: 1/4/07

XEROX CORPORATION
A NEW YORK CORPORATION

By: *Liz Stafford*

Liz Stafford, Vice President Western Region
"Contractor"

By: *Jani Hussain*
Corporate Secretary

Dated: 1/4/07