

**AGREEMENT FOR SERVICES #239-S0111  
Amendment II**

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**THIS AMENDMENT II to Agreement for Services #239-S0111** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Electronic Data Systems Corporation and EDS Information Services L.L.C. (hereinafter referred to as "EDS") now known as HP Enterprise Services, LLC, a limited liability company, , duly qualified to conduct business in the State of California, (hereinafter referred to as "HPES") whose principal place of business is 5400 Legacy Drive, Plano, TX 75024, and whose Agent for Service of Process is CT Corporation System, 818 West 7th Street, Los Angeles, California 90017. The obligations of Contractor set forth in this Agreement will be performed by Contractor, itself and through its affiliates.

**R E C I T A L S**

**WHEREAS**, on March 9, 2010, the County Board of Supervisors authorized the acceptance of credit cards, debit cards and electronic funds transfer payments for payment of fines, fees, debts and charges enumerated in Government Code Section 6159(b);

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide a system which allows cardholders to use credit/debit cards and electronic checks (EFT) for payment of legally permissible fines, taxes and fees for the Treasurer-Tax Collector, in accordance with Agreement for Services #239-S0111 dated April 24, 2001, and Amendment I, dated April 4, 2008, incorporated herein and made by reference a part hereof; and

**WHEREAS**, ("HPES") has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by ("HPES") is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**WHEREAS**, County and Electronic Data Systems Corporation ("EDS") and EDS Information Services, L.L.C. ("EIS") entered into that certain **Agreement for Services #239-S0111** dated April 24, 2001 (the "**Agreement**");

**WHEREAS**, EIS was merged with and into EDS on December 31, 2007;

**WHEREAS**, Electronic Data Systems Corporation converted into a limited liability company known as Electronic Data Systems, LLC and subsequently changed its name to HP Enterprise Services, LLC; and

**WHEREAS**, (“HPES”) has requested that the County accept work under the Agreement for Services #239-S0111, and Amendment I to said Agreement, with (EDS”) by (“HPES”); and

**WHEREAS**, (“HPES”), acknowledges and agrees that all existing indemnity and insurance obligations of (“EDS”) will remain in full force and effect for services performed prior to May 13, 2008 for the duration of the Agreement for Services #239-S0111 and Amendment I, and as thereafter required by the Agreement; and

**WHEREAS**, (“HPES”) will assume all Contractor’s duties, responsibilities and obligations under the terms and conditions of Agreement for Services #239-S0111 and Amendment I to said Agreement; and

**WHEREAS**, the parties hereto have agreed to amend Section 4.19.4 and Section 4.19.5; and

**WHEREAS**, the parties hereto have agreed to amend revised Attachment A – Statement of Work to provide for additional provisions; and

**WHEREAS**, County will accept this Amendment II on condition that (“HPES”) fulfill the terms and conditions of this Amendment II, Amendment I to said Agreement, and the original Agreement for Services #239-S0111.

**NOW, THEREFORE**, the parties agree to the assignment of the subject Agreement from (“EDS”) to (“HPES”) effective May 13, 2008, and that (“HPES”) assumes all duties, covenants and obligations of (“EDS”) under this Agreement and is responsible for performing all services required under the Agreement for Services #239-S0111, as amended, effective May 13, 2008, in accordance with all terms and conditions as defined in the Agreement. Additionally, the parties do hereby agree that Agreement for Services #236-S0111 shall be amended a second time to read as follows:

1. References to “EDS” in the Agreement are hereby deleted and replaced with “HPES”
2. References to “EDS\*PAY” in the Agreement are hereby deleted and replaced with “Convenience Pay”

4.19.4 Any given Notice served upon (“HPES”) shall be to:

HP ENTERPRISE SERVICES, LLC.  
5400 LEGACY DRIVE  
PLANO, TX 75024  
ATTN: TOM JACKSON, ACCOUNT EXECUTIVE

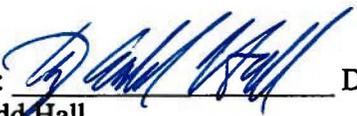
Or to such other location as (“HPES”) directs.

4.19.5 Any notice served upon the County shall be to the following:

COUNTY OF EL DORADO  
TREASURER & TAX COLLECTOR'S OFFICE  
360 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: LOUISE GRESHAM,  
ASSISTANT TREASURER-TAX COLLECTOR

Or to such other location as the County directs.

**Requesting Contract Administrator Concurrence:**

By:  Dated: 4/10/12  
Todd Hall  
Treasury Quantitative Specialist  
Treasurer & Tax Collector's Office

**Requesting Department Head Concurrence:**

By:  Dated: 4/10/12  
C.L. Raffety  
Director  
Treasurer & Tax Collector's Office

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**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the dates indicated below.

**- - COUNTY OF EL DORADO - -**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman  
Board of Supervisors  
"County"

**ATTEST:**  
Suzanne Allen de Sanchez, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputy Clerk

**- - CONTRACTOR - -**

Dated: 4/13/12  
HP Enterprise Services, LLC,

By:   
Tom Jackson  
Account Executive

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**Additions to Revised Attachment A  
Statement of Work  
HPES Convenience Pay Services**

**1. DEFINITIONS**

**1.35 HPES Virtual Terminal** – The portion of the HPES Client Access Portal available to customers to accept over the counter payments.

**1.36 HPES Wedge Reader** – an HPES provided card swipe device for use in taking over the counter payments.

**3. TOLL-FREE TELEPHONE ACCESS**

3.1 Cardholders shall use the toll-free telephone number (888-526-5123) that HPES furnished to the County to call HPES.

3.2 In the event of expiration or termination of this Services Agreement by either party, the County may at its option and expense, transfer the toll-free telephone number for its own account and use if County so chooses.

**12. HPES CLIENT ACCESS PORTAL and VIRTUAL TERMINAL**

12.1 To provide point of sale transactions, HPES will provide the Customer with the ability to accept credit card payments at the counter using the HPES Virtual Terminal. The Virtual Terminal is an add-on feature to the HPES Client Access Portal. The HPES Wedge Reader should be used by either the payer or the clerk to swipe the credit card. This will capture and populate the credit card number and the expiration date of the card.

**13. ADDITIONAL HPES RESPONSIBILITIES**

13.1 HPES will provide support, maintenance and updates for the HPES Virtual Terminals and Internet site provided by HPES.

13.2 HPES will provide HPES Virtual Terminals and Internet site to perform the HPES Convenience Pay Services. HPES will maintain adequate personnel and systems resources to provide Services.

13.3 HPES shall maintain records of each payment using the HPES Services and such records shall include: (i) information required to produce the reports specified in herein and (ii) material complaints concerning HPES Services.

13.4 HPES will provide at least sixty (60) days advance written notice to County of any changes or enhancements to the HPES System where such changes alter the way or use or process for the Customer Cardholder or County. HPES will provide written notice to County of any changes that may affect County's ability to use the HPES Convenience Pay Services.

**Virtual Payment Services  
Payment**

**1. CARDHOLDER CHARGES**

- 1.1 For use of the HPES Convenience Fee Services under this Agreement, the Cardholder shall be charged a convenience fee for electing to use the HPES Wedge Reader. The Convenience Fee will be assessed to the Cardholder's Credit/Debit Card account as a line item on the cardholder's Credit/Debit Card statement separate from the bill payment amount.
- 1.2 The Convenience Fee is subject to change effective for Cardholder transactions submitted on or after the effective date of the modification, upon at least thirty (30) days prior written notice to County.
- 1.3 Each Credit/Debit Card Convenience Fee is \$3.00 plus 2.2% of the payment amount.

**2. CUSTOMER CHARGES**

- 2.1 The following table sets forth fees payable to HPES by County with respect to the Services.

**HPES Fee Schedule**

<b>Service Description</b>	<b>Fee Schedule</b>
Technical and Business Development Hourly-Rates ***	\$153 per hour while working on site + \$40 per day meal reimbursement; actual cost of coach class airfare; mileage for any travel to be reimbursed at the Federal rate as determined by the IRS; lodging up to \$125 per night.

\*\*\*The Service Implementation Fee includes the technical support needed to establish standard Services. Should Customer require customization of reports or Remittance Data File formats during or after implementation, then the corresponding Technical and Business Development Man-Rates will apply.

- 2.2 HPES Wedge Reader is used for swiping credit cards and is to be plugged into a USB port. At the Customer's option, HPES will provide the wedge readers at a cost of \$79.00 each. Customer acknowledges that HPES Wedge Readers are certified to work with the HPES Virtual Terminal and that it is the Customer's responsibility to ensure that any other equipment used is able to work with the HPES Virtual Terminal.

**2.3 Receipt printers or some other compatible system printer will produce payer transaction receipts. At the Customer's option, HPES will provide the receipt printers at a cost of \$269.00 each.**

**NOTE: HPES reserves the right to increase the price for the Wedge Reader and/or receipt printer when such prices are increased by suppliers of the equipment. HPES will give the Customer thirty (30) days prior written notice before increasing prices.**

### **3. TAXES**

**County understand and represents that currently there is no applicable state and local use tax to Cardholders purchasing HPES Convenience Pay Services as a part of the Convenience Fee charge. If in the event that such tax does apply, or is applied, HPES, on behalf of the County, shall compute and bill the applicable state and local use taxes to Cardholders purchasing HPES Convenience Pay Services as a part of the Convenience Fee charge. County shall be responsible for providing all information necessary to HPES to perform the tax calculations.**