



AMENDMENT NO. 3 TO AGREEMENT NO. 25318

Tulare County Agreement Number 25318 is amended on _____, between the COUNTY OF TULARE, hereinafter referred to as “COUNTY” and CALIFORNIA BUSINESS MACHINES, hereinafter referred to as “CONTRACTOR” with reference to the following:

- A. The COUNTY entered into Agreement Number 25318 with CONTRACTOR on the 10th day of January 2012 for a long-term Copier Lease and Cost per Page Maintenance through March 31st 2017 (last U S Bank payment January 2017).
- B. The COUNTY entered into Purchasing Agreement No. 6165 for Cost per Page Maintenance on older copier services with CONTRACTOR on the 25th day of August 2011 expiring June 30, 2017 unless otherwise terminated prior.
- C. The COUNTY entered in to Amendment #2 with CONTRACTOR to extend copier services until June 30, 2020.
- D. The COUNTY is interested in continued and uninterrupted copier services and CONTRACTOR will continue to provide services.

ACCORDINGLY, IT IS AGREED:

- I. Section I entitled Term in the original Agreement is amended to read as follows:
 - TERM: This agreement shall become effective as of July 1, 2020 and shall expire on December 31, 2020 with option to extend monthly until June 30, 2021 with same terms – or longer with mutually agreed terms.
- II. CONTRACTOR agrees to leave equipment leased under this agreement with COUNTY provided COUNTY continues Cost Per Page Maintenance Agreement amended here.
- III. CONTRACTOR to bill COUNTY for CPP Maintenance monthly in arrears for actual usage for all new devices placed under this Agreement starting in 2012 at a revised Cost per Page Rate of \$0.01 per B&W page for all Kyocera MFPs.
- IV. CONTRACTOR will bill COUNTY @ rate of \$0.01 or higher for any new devices placed after July 1, 2020.
- V. CONTRACTOR will extend its current COUNTY CONTRACT PRICING for new Kyocera Devices. CONTRACTOR will offer same percentage County Discount on any models not currently included in Contract Pricing.
- VI. COUNTY may request that one or more devices be removed at any time with 30 day notice and CONTRACTOR will remove it at no charge.

- VII. CONTRACTOR will move a device at no charge to another location if being replaced by an equivalent new purchase provided there are no delivery challenges where a mover or electrician must be contracted.
- VIII. CONTRACTOR to increase the price of PinPoint Scan Software by \$50 to \$200 (or equivalent margin if costs change) in order to eliminate the \$100 install fee.
- IX. CONTRACTOR agrees to replace any equipment if purchased or leased from CBM in the last 5 years and being maintained under this new agreement with a comparable device if it fails to operate within Kyocera's specifications; and if the equipment cannot be repaired to perform within specifications. This guarantee will not be applicable if equipment is damaged or destroyed due to negligence, misuse, improper electrical power, or an act of God.
- X. EXCEPT as provided above, all other terms and conditions of Agreement #25318 shall remain in full force and effect.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date: _____

By: _____

Chair, Board of Supervisors

Attest:

County Administrative Officer/Clerk of the Board

Of Supervisors of the County of Tulare

By: _____

CONTRACTOR

Date: _____

By: Teri Brymer

Teri Brymer /President

Approved as to form

By: Jennifer Schiffert
 Deputy County Counsel
 Matter No. 2020445

