

**ADDENDUM TO
MAINTENANCE AGREEMENT WITH PROFESSIONAL DOCUMENT SYSTEMS
REGARDING HARDWARE MAINTENANCE AND SUPPORT**

THIS ADDENDUM TO MAINTENANCE AGREEMENT 1989 is made and entered into on this 2nd day of August, 2016 by and between **Santa Fe County** (hereinafter referred to as the "County"), an New Mexico political subdivision, and **Professional Document Systems** (hereinafter referred to as the "Contractor"), whose principal address is 1414 Common Drive, El Paso, Texas 79936, and local address 2533 Virginia Ne, suite J, Albuquerque, NM 87110, hereinafter referred to as the "Contractor."

WHEREAS, pursuant to Section 13-1-125, NMSA 1978 this is a small purchase for the provision of office equipment and maintenance services; and

WHEREAS, Contractor has certified technicians who are approved to conduct maintenance on the office equipment; and

WHEREAS, Contractor has entered into a GSA Information Technology Schedule Price List (GS-35F-0118V) to provide General Purpose Commercial IT equipment, software and services; and

WHEREAS, the County wishes to obtain equipment maintenance services from the Contractor; and

WHEREAS, the Contractor has proposed PDS Maintenance/ Support Agreement 1989 that is acceptable in part but requires the removal of certain terms and the addition of certain terms; and

WHEREAS, both parties desire to enter into PDS Maintenance/Support Agreement 1989 with modified and additional terms as described by this Addendum.

1. Page 2, "GENERAL" of the Maintenance/Support Agreement 1989 is hereby amended by deleting paragraph 2 in its entirety including any reference to a "reinstatement charge."

2. Page 2, "GENERAL" of the Maintenance/Support Agreement 1989 is amended by inserting the following as Sections 8 through 26:

8. Effective date and Term.

This Agreement shall become effective upon due execution by all parties and the term for purposes of compensation payable to the Contractor for services rendered shall commence July 1, 2016 and terminate June 30, 2017, unless earlier terminated pursuant to Section 10 (Termination) or Section 11 (Appropriations). There shall be no pre-payment of services. Services shall be paid in accordance with Section 9 below. The County shall have the option to extend the term of this Agreement in one-year increments not to exceed a total of four (4) years. The County shall notify the Contractor in writing

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

11. Appropriations and Authorizations. This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.
12. Independent Contractor. The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.
13. Assignment. Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.
14. Subcontracting. Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.
15. Personnel. All work performed under this Agreement shall be performed by the Contractor or under its supervision. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with

21. Severability. If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

22. Notices

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County Manager
Santa Fe County
P.O. Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

To the Contractor: Claudia Teeter
Professional Document Systems
2433 Virginia NE, Suite J
Albuquerque, NM 87110

23. Limitation of Liability. The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Paragraph 9 of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

24. Insurance.

General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

25. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.
26. Survival. The provisions of following paragraphs shall survive termination of this Contract: INDEMNIFICATION; RELEASE; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Addendum to the Agreement as of the date first written above.

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date _____

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

Date 6-29-16

Finance Department Approval


Carole H. Jaramilla
Finance Director

Date 8/1/16

PROFESSIONAL DOCUMENT SYSTEMS


(signature and title)

Date 8/2/2016



Agreement Number: 1989

MAINTENANCE/SUPPORT AGREEMENT

This Agreement is made and entered into as of 07/01/2016 by and between Professional Document Systems ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" below:

SANTA FE COUNTY - HUMAN RESOURCES
949 W ALAMEDA
SANTA FE, NM 87501

TERM: 07/01/2016 through 6/30/2017

SCOPE OF SERVICE - HARDWARE SUPPORT

1. Preventative Maintenance on hardware items listed in attachment "A" will be performed in accordance with the Manufacturer suggested guidelines. Additional Preventative Maintenance requested by the customer or due to high usage may be subject to additional charges.
2. On site labor required to repair reported deficiencies when a "depot" unit is not available.
3. Parts required to repair reported deficiencies as deemed necessary by Professional Document Systems.
4. Response to equipment malfunction and failures. Licensee's providing PDS with a written Error Report is a prerequisite to PDS's responding to equipment malfunction and failures. The Error Report must include a verbal, written or electronic mail explanation of the equipment routines employed when the problem occurred, and any available documentation of the error including error messages, time of error, and any other information PDS reasonably requires. Reasonably promptly after PDS receives the Error Report, PDS will cooperate with Licensee in assigning an appropriate level and time of response to the situation and Service Provider personnel to assist Licensee in solving the problem. The levels of problems, response times, and descriptions of the response for the levels of problem are described in the following subparagraphs:

Level I

- (A) Definition. Complete equipment failure.
- (B) Response. PDS will respond within two working hours after the later of receipt of the Error Report and agreement that this Level of response is needed and will immediately assign Service Staff resources until resolution and use best efforts to restore equipment operation within one working day.

Level II

- (A) Definition. Licensee-users are unable to execute certain equipment functions.
- (B) Response. Service Provider personnel will respond to Licensee within four working hours of receipt of the Error Report and agreement to this Level and will assign service staff resources until resolution, and use best efforts to restore access within one working day.

Level III

- (A) Definition. Equipment not performing per documentation but Licensee user can perform basic functions.
- (B) Response. Service Provider will respond within one working day of Service Provider's receipt of the Error Report and use best efforts to restore function within three working days.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth above.

Agreement Number: 1989
with County Addendum Agreement # 2017-0006-
SANTA FE COUNTY - HUMAN RESOURCES HR/KQ

Professional Document Systems

Claudia Teeter
(Signature)

Katherine Miller
(Signature)

Claudia Teeter
(Typed or Printed Name)

Katherine Miller
(Typed or Printed Name)

Contract Administrator
(Title)

County Manager
(Title)

Date: 4/22/2016

Date: 8.2.16

Dealer Address and Support Number:

Professional Document Systems

1414 Common Drive
El Paso, Texas 79936

2533 Virginia NE, Suite J
Albuquerque, NM 87110

800-644-7112 General Inquiries
800-708-8584 Technical Services

Approved as to form
Santa Fe County Attorney
By: [Signature]
Date: 6-29-16