

**ADDENDUM TO SIERRA DETENTION SYSTEMS
SEC-DEC SERVICE LEVEL II AGREEMENT/PROPOSAL**

THIS ADDENDUM to the Sierra Detention Systems' SEC-DEC Service Level II Agreement /Proposal is entered into on this 23 day of November, 2016 by and between **Santa Fe County** (hereinafter referred to as the "County"), a political subdivision of the State of New Mexico, and **Sierra Detention Systems** (hereinafter "Sierra"), whose principal address is 1177 South 4th Avenue, Brighton, Colorado 80601.

WHEREAS, in accordance with Section 13-1-125 NMSA 1978, Sierra has proposed a Scope of Work in a SEC-DEC Service Level II Agreement (the "Sierra Agreement"), attached hereto and labeled "Attachment A", that contains terms and conditions that are acceptable but require additional terms applicable to the County and contractors or vendors who provide services to the County; and

WHEREAS, the County and Sierra desire to enter into the Sierra Agreement with additional terms as indicated by this Addendum; and

WHEREAS, the parties agree as follows and the terms and conditions of this Addendum shall be incorporated into the Sierra Agreement and the Sierra Agreement and this Addendum shall constitute the agreement between the County and Sierra for the maintenance services for certain equipment of the Santa Fe County Adult Correctional Facility.

1. This Addendum is hereby made a part of, and incorporated into the Sierra Agreement as though fully set forth therein.
2. The provision that reads: "**Payment terms:** due monthly in advance." is deleted.
3. The Sierra Agreement is supplemented by incorporating the following terms in General Provisions:

7. Term. The term of this Agreement shall be one year commencing November 1, 2016 and terminating November 1, 2017, unless earlier terminated by the County.

8. Payment. The compensation payable to Sierra for SEC preventative maintenance services is one thousand four hundred thirty three dollars and thirty three cents (\$1,433.33) per month, exclusive of any applicable tax. Sierra will submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Sierra acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual services, the County shall tender payment for the accepted services. In the event the County fails to

tender payment within 30 days of the written certification accepting the services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

9. Appropriations and Authorizations. This Agreement is contingent upon sufficient appropriations, authorizations for performance of this Agreement by the Board of County Commissioners of Santa Fe 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 of termination and the effective date of termination by the County to Sierra. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse Sierra for expenditures made in the performance of this Agreement after the effective date of termination. 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 Sierra in any way or forum, including a lawsuit.

10. New Mexico Tort Claims Act. No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by Santa Fe County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*

11. Governing Law. This Agreement shall be governed by the County's Purchasing Regulations and Policy Manual, the New Mexico Procurement Code, and laws of the State of New Mexico without regard to its choice of law rules.

12. Indemnification. Sierra shall defend, indemnify, and hold harmless the County and its Elected Officials, agents and employees, from and against any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses resulting from or directly or indirectly arising out of the Sierra's performance or non-performance of its obligations under this Agreement, including but not limited to the Sierra's breach of any representation or warranty made herein.

13. Independent Contractor. Sierra is and undertakes performance under this Agreement as an independent contractor, with sole responsibility for all persons employed in connection therewith, including without limitation responsibility for the payment of all federal, state, and local unemployment and disability insurance and all social security and other taxes and contributions payable in respect to such persons.

14. Insurance. Sierra shall procure and maintain during the term of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in the amount of not less than \$1,000,000 combined single limits for bodily injury, including death, and property damage for any one occurrence. Said policy of insurance shall include coverage

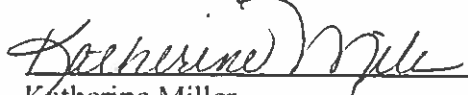
for all services performed by Sierra under this Agreement; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work; and contractual liability coverage under which this Agreement is an insured contract. If, during the term of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, Sierra shall increase the its insurance coverage to meet the maximum limits of any insurance coverage. Prior to commencement of services, Sierra shall to the County a certificate of insurance evidencing the coverage required herein and identifying the County as an additional insured.

15. Cancellation. County reserves the right to terminate or cancel this Agreement for convenience at any time for any reason by written notification to the Sierra.

16. Appointment of Agent for Service of Process. The Contractor hereby irrevocably appoints, **Corporation Service Company**, a New Mexico business located at, **123 E. Marcy St., Suite 101, Santa Fe, NM 87501**, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the State of New Mexico.

IN WITNESS WHEREOF, the parties have duly executed this Addendum to the Sierra Detention Systems' SEC-DEC Service Level II Agreement as of the date first written above.

Santa Fe County


Katherine Miller
Santa Fe County Manager

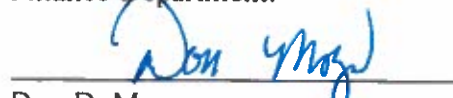
Date 11-23-16

Approved as to form:


Gregory S. Shaffer
Santa Fe County Attorney

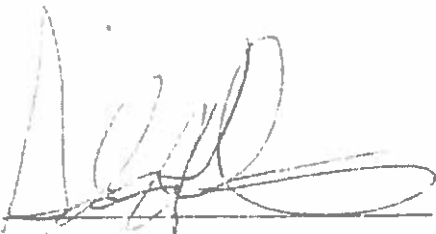
Date 11-10-16

Finance Department:


Don D. Moya
Finance Director

Date 11-17-16

Addendum to Sierra Detention Systems Proposal Agreement
JFC Agreement 2017-0131 -CORR/IC


Signature

Date 1/10/16

DAVID PETERSON, PRESIDENT
Title

Santa Fe County Adult Correctional Facility
28 Camino Justicia
Santa Fe, New Mexico 87508

1177 s. 4th avenue | Brighton, CO 80601 | (p) 303.278.6879 | 1.800.868.jail | www.sierradetentionsystems.com

Scope/Proposal Letter Dated: 8/30/2016

Prices good for 30 days from above date

SCOPE OF WORK

Santa Fe County Adult Correctional Facility SEC-DEC Service Level II Agreement

General Provisions:

1. Computer hardware maintenance and any related software version control specifically related to Detention System Control. This is to include but not limited to; Indusoft HMI, Vicon, Omron PLC, CX Supervisor, CCTV and Intercom System.
 - **Maintenance:** Activities required or undertaken to conserve as nearly, and as long, as possible the original condition of an asset or resource while compensating for normal wear and tear. It includes corrective maintenance and preventive maintenance. Please note that Sierra will be responsible for routine and scheduled maintenance on all products listed below as recommended by the manufacturer.
 - **Closed Circuit Television Monitoring Systems:** Check camera focus, view angle and tighten cable connections, vacuum and clean equipment cabinets, confirm cooling fan operation and capacity, adjusting monitors, verify capacity of digital video recording equipment and switcher. Check availability of manufacture software updates based on the manufacturers recommendations. To be performed each visit.
 - Vicon Control and disc array configuration and support by Vicon certified technicians; this includes but is not limited to: upgrading firmware on all related equipment as required to resolve a current issue, camera title changes (when needed), camera additions, time synchronizations, and recording variations and verification of system wide cameras in use.
 - **Intercom Systems and Voice Paging:** Verify audio operation at all stations and connection to control. Tighten wire connections and trouble-shoot poor audio quality. Clean and vacuum equipment cabinets. To be performed each visit.
 - Support changes and configurations of Harding network by Harding certified Controls Engineers which is comprised of multiple Harding intercom DCC's including multiple DCE's all residing on the security network. Provide observation of all Harding DCC and DCE equipment and perform any necessary troubleshooting. Investigate any and all reports of intercom audio troubles to technician.
 - **Security control systems:** Verify device communication to panel and control action, confirm security notification of alarms, review panel components operation and functionality, cooling capacity in equipment cabinets, and manufacture software updates. Clean and vacuum equipment cabinets. To be each visit.
 - All equipment software will be updated with latest manufacturer's suggested versions for all systems to verify compatibility and functionality. New backup software will be made and kept on file with the facility. Spare PC's will be updated with new software version changes at the same time as the PC's in use.
 - Indusoft configuration changes and upgrades by Indusoft Certified Controls Engineers including but not limited to-VB scripting changes to global procedures, firmware upgrades as needed, and

compatibility testing between Indusoft and Omron PLC's using Ometh driver syntax. This also includes troubleshooting of system wide communications issues.

- **UPS:** Verify load capacity and emergency switching without interruption to equipment to be performed quarterly.
- 2. All PLC batteries to be certified and changed if necessary on a 3 month schedule.
- 3. All lock and door hardware equipment maintenance and support shall be to manufacturer's specifications. Maintenance support schedules and routines will be submitted to the facility with notification and sign-off required upon completion. Lock maintenance will be done on a rotating schedule so that all locks are serviced as per manufacturer's specifications by end of contract.
- 4. EWON Remote connection to the facility will be tested and verified on each visit, Monthly cost of the EWON is provided by the Vendor.
- 5. All labor for scheduled maintenance will be covered by the Vendor including vehicle expense and travel costs.
- 6. Emergency calls will have a maximum of a two (2) hour phone response time. If the issue cannot be resolved over the phone, and the facility requests the presence of an onsite technician before the next scheduled quarterly visit, a technician will be dispatched as soon as time, travel schedules and weather permits. Emergency support may be reached at (720) 563-1972.
 - a. Should the facility wish to elevate emergency service to Critical Level with 8 hour on-site response time (weather permitting), Service Technician Rate will be \$250 per hour from the point of dispatch including travel time. If emergency programming assistance is necessary outside normal business hours during Critical dispatch, it will be charged at a rate of \$300 per hour.

Monthly preventative maintenance visit hours CANNOT be banked and used as emergency support.

- **Annual Service agreement:** Sierra Detention Systems will provide on-site preventative maintenance service 4 times a year, every 3 months, for a period of 16 hours (2 working days) per visit to conduct Preventative Maintenance service on above named equipment for the period of one year starting on 11/01/2016

Base Bid Price for SEC Preventative Maintenance

\$ 17,200.00 *seventeen thousand two hundred dollars*

Invoice Monthly **\$ 1,433.33** *one thousand four hundred and thirty three dollars and thirty three cents*

Payment terms: due monthly in advance

NOT INCLUDED IN THE CONTRACT

1. Not included in this contract is any work required due to fire, riot, act of God or abuse. Abuse is defined as any act, condition, or lack of service resultant from the actions of the staff or its agents that result in the degradation or malfunction of any item in the system.
2. Fire alarm and related equipment.
3. HVAC, environmental and related equipment.
4. Equipment that we may control but did not install i.e. electric light fixtures and plumbing related equipment.
5. Any other equipment, device, software, firmware not specifically installed by Sierra
6. **OWNER REQUESTED EXTRA WORK NOT INCLUDED IN THE CONTRACT** – Shall be quoted on an as needed basis and shall be subject to itemized billing. The itemized billing shall separate labor, materials, travel, licenses,

incidentals and other related expenses. The hourly labor rate for this work shall be subject to a discount in accordance with the following schedule.

- In the event of an emergency situation and technical telephone support is required or on-site technical support is needed during normal working hours, technicians' time will be invoiced at \$100.00 per hour in 1 hour increments (this is a discounted rate from the normal rate of \$125 per hour). Mileage will be calculated using the standard mileage rate as provided by the Internal Revenue Service.
 - Weekend on-site or telephone technical support between the hours of 7:00 PM Friday through 7:00 AM Monday is billable at \$150.00 per hour.
7. Commercial and Detention Door Hardware not installed by Sierra Detention Systems.
 8. In the event that the current EWON located at the facility is damaged, or in-operable, the Facility will be responsible for the replacement hardware.

Please contact me with any questions or concerns about this proposal.

Sincerely,

Scott Lee
Warranty and Service Manager

SIERRA DETENTION SYSTEMS

1177 South 4th Avenue, Brighton, CO 80601 Direct (720) 881 6758 | Mobile (720) 281-0849 Office (303) 278 6879 | Fax (303) 278 6921 slee@sierradetentionsystems.com www.sierradetentionsystems.com

Authorized Facility Representative: (Sign)

Print:

Title:

Date:

Katherine Miller
Katherine Miller
Santa Fe County Manager
11.23.16

Don May
Finance Director
11.17.16

Approved as to form
Santa Fe County Attorney

By:

Date:

[Signature]
11-10-16

