

**AMENDMENT NO. 1
TO EQUIPMENT SERVICE AGREEMENT
WITH SOUTHWEST COPY SYSTEMS FOR
MAINTENANCE OF SHARP MXM753N**

THIS AMENDMENT is made and entered into as of this 26 day of MAY, 2017 by and between **Santa Fe County**, hereinafter referred to as "the County", a New Mexico political subdivision of the State of New Mexico and Southwest Copy Systems, whose business address is 4545 McLeod NE, Albuquerque, NM 87109, hereafter referred to as "the Contractor".

WHEREAS, on June 10, 2016, the County and the Contractor entered into Agreement No. 2017-0001-DWI/KQ for the Contractor's provision of equipment servicing and maintenance for a Sharp MXM735 copier; and

WHEREAS, under Article 1 (Term) of the Agreement the County has the option to extend the term of the Agreement for one year; and

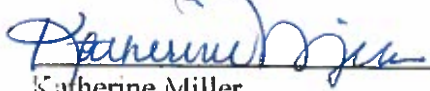
WHEREAS, by this Amendment No. 1 the County wishes to increase the compensation payable to the Contractor for services provided and exercise its option to extend the term of the Agreement to June 10, 2018.

NOW, THEREFORE, the parties agree as follows:

1. Article 1. (Term) a new subparagraph "a" is inserted to read as follows:
 - a. By Amendment No. 1, the term of this Agreement is extended from June 10, 2017 to June 10, 2018, unless earlier terminated pursuant to Section 15 (Termination) or 10 (Appropriations) of this Agreement.
2. All other provisions of the Agreement No. 2017-0001-DWI/KQ not specifically amended or modified by this Amendments No. 1 shall remain in full force and effect.

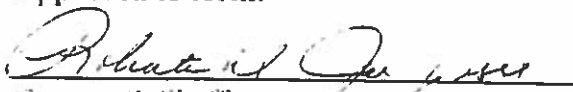
IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

SANTA FE COUNTY:


Katherine Miller
Santa Fe County Manager

5-26-17
Date

Approved to form:


Gregory S. Shaffer

5-24-17
Date

Santa Fe County Attorney

Finance Department:

Jon D. Moyn

Jon D. Moyn

Santa Fe County Interim Finance Director

8/29/17

Date

CONTRACTOR - SOUTHWEST COPY SYSTEMS

[Signature]

(Signature)

8/29/17

Date

Jon D. Moyn
(Print name and title)

EQUIPMENT SERVICE AGREEMENT

4545 McLeod Ne Albuquerque, NM 87109

INSTALLATION ADDRESS		BILLING ADDRESS																															
Client: <u>SANTA FE COUNTY DWI PROGRAM</u>		Client: <u>SAME</u>																															
Address: <u>2052 GALISTEO ST</u>		Address: _____																															
City/State: <u>SANTA FE</u> <u>NM</u> Zip: <u>87505</u>	City/State: _____ <u>NM</u> Zip: _____																																
Phone No: <u>922-9843</u> Fax: <u>992-9855</u>	Phone No: _____ Fax: _____																																
Key Operator: _____		Contact: _____																															
Email Address: _____		Email Address: _____																															
Installation and Service Agreement Options: <i>Appropriate categories must be initialed by Client in the block to the left of the option</i>																																	
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:15%;"><input type="checkbox"/></td> <td style="width:35%;">Initial Connectivity</td> <td style="width:50%;">Includes at no additional cost the connectivity installation of ALL work stations</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Connectivity Start-up</td> <td>Includes 30 days of connectivity support beyond the initial installation. (FREE)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Connectivity Support</td> <td>Includes one year of connectivity support beyond the initial installation. (\$380/year)</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Decline Connectivity</td> <td>Current non agreement per call rate is \$175/ hour charge.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Compass / Total Care</td> <td>Includes labor, travel, parts and toner. Excludes staples, paper & third-party accessories, i.e. card/coin systems.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Zero Base Program</td> <td>NO Copies included; pay for all Copies monthly as used</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td>General Maintenance</td> <td>Includes labor, travel and parts only. Excludes all toners, staples & paper.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Decline Maintenance</td> <td>Current non agreement per call rate is \$150/ hour charge plus parts.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Automatic Meters</td> <td>Includes automatic meter, Supply orders and PM's requests from device. Done through clients e-mail system.</td> </tr> <tr> <td><input type="checkbox"/></td> <td>Line Filter</td> <td>Covers damage from lightning, electrical surges & power problems not covered under above programs. (\$135 each)</td> </tr> </table>				<input type="checkbox"/>	Initial Connectivity	Includes at no additional cost the connectivity installation of ALL work stations	<input type="checkbox"/>	Connectivity Start-up	Includes 30 days of connectivity support beyond the initial installation. (FREE)	<input type="checkbox"/>	Connectivity Support	Includes one year of connectivity support beyond the initial installation. (\$380/year)	<input type="checkbox"/>	Decline Connectivity	Current non agreement per call rate is \$175/ hour charge.	<input type="checkbox"/>	Compass / Total Care	Includes labor, travel, parts and toner. Excludes staples, paper & third-party accessories, i.e. card/coin systems.	<input type="checkbox"/>	Zero Base Program	NO Copies included; pay for all Copies monthly as used	<input checked="" type="checkbox"/>	General Maintenance	Includes labor, travel and parts only. Excludes all toners, staples & paper.	<input type="checkbox"/>	Decline Maintenance	Current non agreement per call rate is \$150/ hour charge plus parts.	<input type="checkbox"/>	Automatic Meters	Includes automatic meter, Supply orders and PM's requests from device. Done through clients e-mail system.	<input type="checkbox"/>	Line Filter	Covers damage from lightning, electrical surges & power problems not covered under above programs. (\$135 each)
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		SERVICE BILLING OPTIONS	<input type="checkbox"/> Service to be billed with Lease. <i>(Compass / Total Care Option)</i> <input checked="" type="checkbox"/> Service to be billed separate.																														
Model	Serial Number	Price	Base Rate Per																														
SHARP	15000472	\$93.29	<input checked="" type="checkbox"/> MONTH <input type="checkbox"/> Qtr.																														
MXM753N	S1768	\$ 2.52	B & W Allowance																														
		\$95.81	B & W Overage																														
			10,000 Images \$ 0.016 Per Image																														
			Color Allowance																														
			Color Overage																														
			Images \$ Per Image																														
Client Approval <i>Subject to terms and conditions on reverse side of this page.</i>		SWCS Approval																															
By: _____		By: _____																															
Authorized Signature		Authorized Signature																															
Printed: _____		Printed: <u>MARY JO DAVIS</u>																															
Title: _____		Title: <u>GOVERNMENT ACCOUNTS</u>																															
Date: <u> / / </u> P.O. # _____		Date: <u>5/11/2017</u>																															
Start Date: <u>7 1 / 2017</u> End Date: <u>6/ 30/ 2018</u> Placement Date: <u> / / </u>																																	
Contract #: _____ Lease #: _____ ID#: _____ Start B&W Read: _____																																	
Start Color Read: _____																																	

TERMS & CONDITIONS

1. **AGREEMENT:** You appoint Service Provider and Service Provider accepts the appointment to provide the services described in this agreement with respect to the equipment listed on the reverse side under "Model" (the "Equipment"). You agree to all of the terms and conditions included in this agreement and in any invoices that Seller may deliver to you under this agreement, which together are a complete statement of the parties' agreement regarding the Equipment (the "Agreement"). This Agreement shall become effective upon execution by the parties.
2. **TERM:** The term of the Agreement begins on the date that you sign the Agreement and will continue from the first day of the following month for 1 year. Upon expiration of any term, this Agreement shall automatically renew for an additional term of 1 year at prevailing rates in effect at the time of renewal unless either party provides written notice of termination to the other party at least 30 days before the end of any term.
3. **CHARGES:** Service Provider will mail to you an invoice that describes the total amount that you owe to Service Provider for services provided under this agreement. Unless you have elected to pay quarterly or annually, Service Provider will mail the invoice to you monthly. **Zero Base Program:** If you have elected to participate in the Zero Base Program, you shall pay Service Provider for each image made by the Equipment during the applicable billing period. The amount charged for each black and white image is the amount listed on the reverse side under B&W Coverage. The amount charged for each color image is the amount listed on the reverse side under Color Coverage. **Compass / Total Care Program:** If you have elected to participate in the Compass/Total Care Program, you shall pay to Service Provider the amount listed on the reverse side under "Base Rate." If you exceed the number of images allowed for the period, you shall pay Service Provider the amount listed under B&W Coverage/Color Coverage for each image in excess of the allowed number of images. Charges for maintenance services not covered under this Agreement shall be invoiced using the Service Provider's standard parts and labor rates in effect at the time the service is performed. If you have delinquent invoices, Service Provider may refuse to provide service to you and terminate the Agreement. You agree to pay Service Provider all costs of collection, including reasonable attorney fees.
4. **GENERAL MAINTENANCE:** If you selected the General Maintenance Package, Service Provider shall provide all general maintenance for the Equipment in accordance with the terms of this Agreement ("General Maintenance"). Service Provider shall provide General Maintenance services during its regular business hours (8 a.m. to 5 p.m., Monday through Friday, excluding holidays). General Maintenance shall include service for the Equipment, including labor, parts and travel expenses. General Maintenance also includes scheduled preventative maintenance as specified by the manufacturer. Service Provider will notify you upon its discovery that, in its opinion, the Equipment exhibits the need for chronic, excessive repair ("Nonconforming Equipment"). Service Provider will not be required to provide any services under this Agreement if it determines that the Equipment is Nonconforming Equipment.
5. **EQUIPMENT INSPECTION:** Equipment to be covered under this Agreement is to be in safe and normal operating condition. Service Provider is responsible for inspecting each item of Equipment within 60 days of assuming service responsibility. If the inspection reveals an item of Equipment that is not in safe or in normal operating condition, Service Provider will notify you within the next 30 days (or such shorter period as is necessary to avoid material risk or personal injury or property damage), and you are responsible for bringing that item of Equipment into safe and normal operating condition. If you request, Service Provider will make necessary repairs in accordance with its standard rates then in effect for such service. If you fail to bring that item of Equipment into safe and normal operating condition, Service Provider will not be required to provide maintenance services to that item of Equipment.
6. **COMPASS / TOTAL CARE PACKAGE:** If you selected the Total Care Package, you receive the General Maintenance services and a reasonable supply of toner. You are responsible for purchasing staples and paper. Upon request, Service Provider will deliver to you a reasonable amount of toner at no charge. If Service Provider determines in its sole discretion that you have requested an excessive amount of toner, Service Provider reserves the right to charge you for the excess toner. COMPASS Program includes all of the above with the addition of coverage on Listed Laser Printers.
7. **CONNECTIVITY & LINE FILTER:** If you selected the Connectivity Package, Service Provider shall provide 1 year of Connectivity Support beyond the initial installation. Connectivity Support includes installation and configuration of future workstations or servers for print/scan/fax software, reinstallation and troubleshooting of compatibility issues, and end user training. Connectivity Support does not include any network transport media issues, server or workstation operating system configuration or modification, custom integration with any third party software or hardware, or support for any workstation not physically located at your site. If you purchased a Line Filter, your rights and remedies relating to your use of the Line Filter are provided by the manufacturer's warranty, a copy of which will be included with your purchase of the Line Filter.
8. **SERVICE EXCLUSIONS:** Service Provider may decline to provide maintenance services with respect to the following: (a) any service for equipment not identified on the reverse side under "Model" or not subsequently approved by us in writing for coverage under this Agreement; (b) any Nonconforming Equipment; (c) any maintenance or repair service to be provided by you; (d) your moving the Equipment to a location deemed unreasonable by Service Provider; (e) any service or downtime caused by (i) a condition that was triggered or subject to a product recall; (ii) a design, specification or instruction provided by you or your representative, (iii) your failure to fulfill your responsibilities under this Agreement, (iv) the failure of anyone other than the Service Provider to comply with Service Provider's written instructions or recommendations, (v) your combining the Equipment with any incompatible item, (vi) any alteration or improper storage, handling, use or maintenance of any part of the Equipment by anyone other than Service Provider, (vii) design or manufacturing defects in any item of others, (viii) anything external to the Equipment not being serviced by Service Provider, including without limitation a building, structure deficiency, power surge, fluctuation or failure, and air conditioning failure, or (ix) anything beyond our reasonable control other than service necessitated by normal Equipment usage.
9. **YOUR OBLIGATIONS:** Throughout the term of this Agreement, you shall: (a) notify Service Provider immediately if you determine that the Equipment is in need of repair or replacement; (b) permit Service Provider to enter the property where the Equipment is located to inspect it at any reasonable time; and (c) provide Service Provider with a reasonable amount of space to make any necessary inspections or repairs.
10. **DEFAULT:** If you default in the performance of any of your obligations under this Agreement or any other agreement with Service Provider, Service Provider may (a) enforce this Agreement, (b) recover damages for the default, and (c) exercise any other remedy available by law. If Service Provider refers this Agreement to an attorney for collection, you agree to pay Service Provider's reasonable attorney's fees and actual court costs. You agree that any delay or failure by Service Provider to enforce its rights under this Agreement does not prevent Service Provider from enforcing any rights at a later time. No remedy set out in this paragraph is intended to be exclusive; each shall be cumulative but only to the extent necessary for Service Provider to recover from you those monies for which you are liable.
11. **DISCLAIMER OF WARRANTY:** SERVICE PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR RELATED TO THE LINE FILTER, INCLUDING WITHOUT LIMITATION THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **MISCELLANEOUS:** You shall not assign any of your rights or obligations under this Agreement without the prior written permission of Service Provider. This Agreement shall be governed by and construed in accordance with New Mexico law, without giving effect to any principle of conflicts of law or choice of law that would otherwise make the law of any other jurisdiction govern this Agreement. The parties agree that the venue for any legal action arising out of this Agreement shall be in Albuquerque, New Mexico. If any provision of this Agreement is declared unenforceable, the other provisions in the Agreement shall remain in effect.
13. **THIRD PARTY SOFTWARE:** Despite any other terms and conditions of the Agreement, you agree that this Agreement does not provide service for any Third Party Software that may be delivered with or installed on the Equipment. You agree that your use of such Third Party Software is governed by the terms and conditions of the end user license agreement for the Third Party Software.
14. **AUTOMATIC METERS:** Allows SWCS to automatically receive e-mailed meter reads, supply orders and PM (preventive maintenance) requests from connected device. Under this program you will not be called, faxed or e-mail for meter read submission. Machine will need access to e-mail server and information from Your IT dept to complete set-up.