

**AMENDMENT NO. 2 TO AGREEMENT
BETWEEN SANTA FE COUNTY AND ISM TECHNOLOGIES**

This Amendment is entered into this 27th day of September, 2019, by and between **Santa Fe County** (hereinafter "County"), and **ISM Technologies** (hereinafter "Contractor").

WHEREAS, on October 12, 2017, the County and Contractor entered into HP Service Maintenance Contract and Addendum No. 2018-0118-GM/TVR (collectively referred to as "Agreement") to provide support services to the County; and

WHEREAS, Section 16 (No Oral Modifications; Written Amendments Required) allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, by Amendment No. 1 the term of the Agreement was extended to October 12, 2019 and the compensation payable to the Contractor was increased in the amount of \$11,536.51; and


WHEREAS, by this Amendment No. 2, the parties wish to extend the Agreement to October 12, 2020 and increase the compensation payable to the Contractor in the amount of \$11,536.51.

NOW THEREFORE, both parties agree as follows:

1. Section A.1. (Effective Date and Term) is amended by inserting the following a subparagraph b to read:
 - b. By Amendment No. 2, the term of this Agreement is extended to October 12, 2020.
2. Section C.5.A.1) (Compensation and Invoicing) is amended by inserting a subparagraph b to read:
 - (b) By Amendment No. 2 to this Agreement, the compensation payable to the Contractor is increased by the sum of \$11,536.51. The total amount payable to the Contractor for the term of this Agreement shall not exceed \$34,609.53, exclusive of NM grt. The attached ISM HP Service Maintenance Contract describing the equipment and maintenance costs for the term of October 4, 2019 to October 3, 2020, is hereby incorporated into this Agreement.
3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of last signature by the parties hereto.

SANTA FE COUNTY:


Katherine Miller.
Santa Fe County Manager

9-27-19
Date

Approved as to form:


Rachel A. Brown.
Interim Santa Fe County Attorney

9/27/19
Date

Finance Division:


Gary L.J. Olson.
Finance Director

04/20/19
Date

ISM TECHNOLOGIES:

Stanislaw Matejczuk
Signature

09-17-19
Date

STANISLAW MATEJCZUK
Print name and title



205 Santa Elena Rd. SE
Rio Rancho, NM 87124
Phone: (505) 892 - 3864
Fax: (505) 892 - 3830

HP SERVICE MAINTENANCE CONTRACT PROPOSAL

Customer Name: SANTA FE COUNTY

Installation Address: 102 Grant Ave.
Santa Fe, NM 87501

Phone: 505-995-2732

Contact: A. Erle Wright, GISP
GIS Manager

CONTRACT DESCRIPTION

	Model	Serial Number	Base Rate	Discount	Ext. Price
1.	HP DJ T2300PS eMFP /CN728B	CN25SBK00Q	2,999.00	10%	2,699.10
2.	HP DJ 5500PS/ Q1252A	SG43C2401S	1,999.00	10%	1,799.10
3.	HP 4200 SCANNER/ Q1280A	DK45Q1101C	2,499.00	10%	2,249.10
4.	HP DJ 5500PS/ Q1252A	SG27K1401B	1,999.00	10%	1,799.10
5.	HP DJ Z5400/E1L21A	CN55R6H00G	1,299.00	10%	1,169.10
6.	HP DJ 800PS/Q1262A	DK24G3106W	1,299.00	10%	1,169.10
7.	HP CLJ M880z MFP/A2W75A	MXCCG5D1L1	1,399.00	10%	1,259.10
					12,143.70
Customer loyalty discount 5% :					-607.19
Subtotal:					11,536.51
CONTRACT DATES: 10/04/19 - 10/03/2020					
Tax (7.6875%)					886.87
TOTAL:					\$12,423.38

The provisions of page 2, titled Terms and Conditions are incorporated herein, and make a part of this Service Maintenance Contract Renewal

CUSTOMER ACCEPTANCE:

By: Athena M...
Title: County Manager
Date: 9-27-19
PO#: _____

ISM TECHNOLOGIES ACCEPTANCE

By: Stacy M...
Title: SERVICE MANAGER
Date: 08-29-19

Approved as to form

Santa Fe County Attorney

By: [Signature]
Date: 9/11/19

[Signature] 09/20/19

TERMS AND CONDITIONS

ISM Technologies, Inc. agrees to provide and the customer agrees to accept maintenance service on the equipment listed above at the charges indicated in this contract with the following terms and conditions:

1. TERM

This agreement is effective from the commencement date and shall continue for one year with possibility of renewal not later than 10 business days after expiration . After the 10th business day after expiration, customer's equipment will have to be reevaluated at customer's expense. The agreement may be renew with no changes up to 4 (four) consecutive years.

2. MAINTENANCE SERVICE

ISM Technologies, Inc. agrees to provide maintenance service (including labor, parts [as available from manufacturer], and travel fees) Monday through Friday, from 8 AM to 5 PM (except holidays), and keep the equipment in good working condition while operated in accordance with the manufacturer's specifications while using manufacturer approved consumables.

This contract includes 3 preventive maintenance calls per year, scheduled by ISM Technologies, Inc. dependent upon volume and operating conditions in addition to customer's service calls also included in this Contract.

3. EXCLUSIONS

Maintenance service is contingent upon proper use of all equipment and does NOT include:

- a. Electrical work external to the equipment or maintenance of accessories, attachments, upgrades, networks, computers other devices not specifically named in this contract;
- b. Use of supplies and consumables not approved by manufacturer unless specifically approved by ISM Technologies in writing.
- c. Repair of damage or increase in service time resulting from accident, transportation, neglect, operator errors, theft, fire, electrical failure, power surges, A/C or humidity control.
- d. Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by manufacturers specifications or operator manuals.
- e. Replacement of consumable supplies (ink cartridges, print heads, cleaners and other listed as consumables by manufacturer).

4. APPROPRIATIONS AND AUTHORIZATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Santa Fe County Commission or the Legislature of the State Of the New Mexico, if funds are involved, for performance of this Agreement. If sufficient appropriations and authorizations are not made by the Santa Fe County Commission or the Legislature of the State of New Mexico, if state funds are involved, this Agreement shall terminate upon written notice being given by the County to the Contractor.

The County is expressly not committed to expenditure of any funds until such time as they programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.