

EQUIPMENT SERVICE AGREEMENT

4545 McLeod Ne Albuquerque, NM 87109

INSTALLATION ADDRESS

BILLING ADDRESS

Client: SANTA FE COUNTY DWI PROGRAM	Client: SAME
Address: 2052 GALISTEO ST	Address:
City/State: SANTA FE NM Zip: 87505	City/State: NM Zip:
Phone No: 922-9843 Fax: 992-9855	Phone No: Fax:
Key Operator:	Contact:
Email Address:	Email Address:

Installation and Service Agreement Options: *Appropriate categories must be initiated by Client in the block to the left of the option*

<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)

SERVICE BILLING OPTIONS

<input type="checkbox"/>	Service to be billed with Lease. (Compass / Total Care Option)
<input checked="" type="checkbox"/>	Service to be billed separate.

Model	Serial Number	Price	Base Rate Per	
SHARP	15000472	\$75.11	<input checked="" type="checkbox"/> MONTH	<input type="checkbox"/> Qtr.
MXM753N	S1788	\$ 3.15	B & W Allowance	
		\$78.26	B & W Overage	
			Mo. <input checked="" type="checkbox"/> Qtr.	
			10,000 Images	\$ 0.009 Per Image
			Color Allowance	
			Color Overage	
			Mo. <input type="checkbox"/> Qtr.	
			Images	\$ Per Image

Client Approval

Subject to terms and conditions on reverse side of this page.

By: Katherine Miller
Authorized Signature
Printed: Katherine Miller
Title: County Manager
Date: 7/30/14 P.O. #

SWCS Approval

By: Mary Jo Davis
Authorized Signature
Printed: MARY JO DAVIS
Title: GOVERNMENT ACCOUNTS
Date: 8/16/2014

Start Date: 7/ 1 / 2014 End Date: 6/ 30/ 2015 Placement Date: / /

Contract #: Lease #: ID#: Start B&W Read:

Start Color Read:

ANY MODIFICATION TO THIS AGREEMENT MUST BE MADE IN WRITING AND APPROVED BY THE CLIENT AND SWCS MANAGER

12/05

Approved as to form
Santa Fe County Attorney

By: [Signature]
Date: 7/30/14

**ADDENDUM TO
EQUIPMENT SERVICE AGREEMENT
WITH
SOUTHWEST COPY SYSTEMS FOR
MAINTENANCE OF SHARP MXM753N COPIER**

THIS ADDENDUM TO THE EQUIPMENT SERVICE AGREEMENT is made and entered into this 31st day of July, 2014 by and between the County of Santa Fe, hereinafter referred to as the "County", and Southwest Copy Systems, whose principal address is 4545 McLeod NE, Albuquerque, NM, 87109, hereinafter referred to as "SWCS".

WHEREAS, the County has certain office equipment, a Sharp MXM753N copier which is in need of maintenance and service from time to time;

WHEREAS, the County wishes to benefit from SWCS' general maintenance service;

WHEREAS, SWCS proposes the attached Equipment Service Agreement and General Terms and Conditions which is acceptable in part but requires amendment or revision of certain terms and conditions;

WHEREAS, both parties desire to enter into the Equipment Service Agreement and General Terms and Conditions with modified terms and conditions as stated in this Addendum.

NOW THEREFORE, it is mutually agreed between the parties that the following provisions shall be incorporated into the Equipment Service Agreement and General Terms and Conditions as if fully set forth therein.

1. Paragraph 2. **TERM**. There will be no automatic renewal of this Equipment Service Agreement. The second sentence in Paragraph 2 is deleted in its entirety and replaced with the following:

The term of this Agreement is one (1) year and shall expire one (1) year from the date indicated above. The County has the option to renew or extend the term in one (1) year increments by providing thirty (30) days written notice to the Contractor. The total term of this Agreement shall not exceed four (4) years.

2. Paragraph 3. **CHARGES**. The last sentence in this Paragraph 3 is deleted in its entirety and replaced with the following:

The County has thirty (30) days net from the date of receipt of an invoice from Service Provider to issue payment to Service Provider for service provided. In the event County fails to tender payment within thirty (30) days, County shall pay a late payment charge of one and one-half (1.5%) per month, until the amount due is paid in full.

3. Paragraph 7. **CONNECTIVITY & LINE FILTER**, is deleted in its entirety as it is not applicable to this Equipment Service Agreement between the County and SWCS.

4. Paragraph 10 **DEFAULT**, is deleted in its entirety and replaced with the following:

10. APPROPRIATIONS AND DEFAULT:

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made, this Agreement shall terminate upon written notice by County to Service Provider. Such termination shall be without penalty to County, and County shall have no duty to reimburse Service Provider for expenditures made in the performance of this Agreement. County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by County. 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 Service Provider.

5. Paragraph 12. **MISCELLANEOUS**. The reference to "Albuquerque, New Mexico" is deleted and replaced with "Santa Fe, New Mexico."

The Equipment Service Agreement is amended by inserting the following provisions as Paragraphs 15, 16 and 17 as follows:

15. TERMINATION: County may, in its discretion, terminate this Agreement at any time for any reason by giving Service Provider written notice of termination. The notice shall specify the effective date of termination, which shall be not less than seven (7) days from the date of mailing a certified notice of termination to Service Provider. County shall pay Service Provider for acceptable service performed in accordance with this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

16. AMENDMENT: This Addendum shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto. Service Provider acknowledges and agrees that County shall not be responsible for any changes to the Equipment Service Agreement unless such changes are set forth in a duly executed written amendment of this Addendum.

Addendum to SWCS Equipment Service Agreement
Agreement 2015-0036-DWI/MM

17. **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, § 41-4-1, et seq.

SANTA FE COUNTY

Katherine Miller
Katherine Miller
Santa Fe County Manager

7.30.14

Date

APPROVED AS TO FORM:

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

7-29-14

Date

FINANCE DEPARTMENT APPROVAL:

Teresa C. Martinez
Teresa C. Martinez
Santa Fe County Finance Director

7/30/14

Date

SOUTHWEST COPY SYSTEMS

Mary Jo Davis
Signature

7/31/14

Date

MARY JO DAVIS
Print Name and Title

government accounts