ADDENDUM TO MAINTENANCE AGREEMENT 1671 WITH PROFESSIONAL DOCUMENT SYSTEMS REGARDING OFFICE EQUIPMENT

THIS ADDENDUM TO PDS MAINTENANCE AGREEMENT 1671 is made and entered into this 24th day of June, 2015 by and between the County of Santa Fe, hereinafter referred to as the "County", and Professional Document Systems, whose principal address is 1414 Common Drive, El Paso, Texas 79936, hereinafter referred to as the "Contractor".

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

WHEREAS, Contractor has certified technicians who are approved to conduct maintenance on the subject manufacturer's equipment; and

WHEREAS, Contractor has proposed a Maintenance Agreement which 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 Maintenance Agreement 1671 with modified and additional terms.

1. Page 2 Section "General" of the Agreement is hereby amended by deleting Subsection 2 and deleting any reference to a "reinstatement charge."

2. Page 2 Section "General" of the Agreement is amended by inserting the following as Sections 8 through 34:

8. EFFECTIVE DATE AND TERM

This Agreement shall become effective upon execution by all parties and shall terminate one year later on June 30, 2016, unless earlier terminated pursuant to Section (10) Termination or Section 17 (Appropriations and Authorizations). There shall be no pre-payment of services. Services shall be paid in accordance with Section 9 (Compensation, Invoicing and Set-Off). Upon the expiration of the first year, the County shall have the option to extend the term of this Agreement in one-year increments not to exceed a total of three (3) years. The County shall notify the Contractor in writing in no less than sixty (60) days before the expiration of the initial term of this Agreement or extension thereof.

9. COMPENSATION, INVOICING AND SET-OFF

A. In consideration of its obligations under this Agreement, the Contractor shall be compensated as follows. The County shall pay in full to the Contractor the annual fee for maintenance of three (3) Canon MS 300 printers; four (4) Jamex Card Readers; and, nine (9) ScanPro2000 scanners as more fully described on Attachment A of this Agreement.

B. In no event shall the total compensation paid to the Contractor by the County under this Agreement exceed Ten Thousand Seven Hundred Thirty Seven Dollars and No Cents ($10,737.00), exclusive of gross receipts tax. Rather than adopting the payment terms set forth in the Maintenance Agreement, Contractor shall submit a written request for payment to County at the conclusion of each month of service. Within fifteen (15) days of County's receipt of the written request, County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. Contractor acknowledges and agrees that County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, County shall tender payment for the accepted items or services. In the event County fails to tender payment within thirty (30) days of the written certification County shall pay late payment charges of one and one-half (1.5%) per month, until the amount due is paid in full.

C. In the event Contractor breaches this Agreement, County may, without penalty, withhold any payments due Contractor for the purpose of set-off until such time as County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of County to recover excessive or illegal payment.

10. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non- breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving Contractor written notice of termination. The notice shall specify the effective date of termination, which shall be not less than fifteen (15) days from the Contractor's receipt of the notice. County shall pay 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.

C. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the

Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

11. INDEPENDENT CONTRACTOR

The Contractor, its agents and employees are independent contractors performing services for the County, and are not employees or agents of the County. Notwithstanding that the Contractor enters into and performs under this Agreement, 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, Contractor has no authority to bind, represent, or otherwise act on behalf of County and agrees not to purport to do so.

12. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. 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 nor have any contractual relationships with County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state and local law to perform such work.

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 prior written approval of the County. Any attempted assignment or transfer without 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 prior written approval of County. Any attempted subcontracting or delegating without County's advance written approval shall be null and void and without any legal effect.

15. INDEMNITY

A. Contractor shall defend, indemnify, and hold harmless County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of Contractor's performance of non-performance of its obligation under this Agreement, including but not

limited to Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees (i) that County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to County and (ii) that such suit will not be settled without County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of County and Contractor in such demand, suit, or cause of action, counsel shall be retained to represent the County's interest.

C. Contractor's obligations under this section shall not be limited by the provisions of any insurance policy Contractor is required to maintain under this Agreement.

16. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing date (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing date (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

17. APPROPRIATIONS AND AUTHORIZATION

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 in this or future fiscal years, this Agreement shall terminate upon written notice by County to Contractor. Such termination shall be without penalty to County, and County shall have no duty to reimburse Contractor 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 Contractor in any way or

forum, including a lawsuit.

18. INSURANCE

A. 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.

B. 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 combined single limits of liability for bodily injury, including death and property damage for anyone occurrence. Said policies of insurance shall include coverage for all operations performed for the County of Santa Fe 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. County of Santa Fe shall be a named additional insured on the policy.

C. Worker's Compensation Insurance: The Contractor shall comply with the provisions of the Worker's Compensation Act.

D. Increased Limits: If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-27, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

19. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges, fees, royalties, and give all notices necessary and incidental to the due and lawful prosecution of the work.

20. RELEASE

The Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County to any obligation not agreed to herein unless the Contractor has express written authority from the County to do so, and then only within the strict limitations of that authority.

21. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

The County shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other material prepared under this Agreement. Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such

material is copyrightable in the United States or in any other country, County shall own any such copyright.

22. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

23. AMENDMENT

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

24. INTEGRATION

This Addendum to Maintenance Agreement, together with the Maintenance Agreement, incorporate all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the Maintenance Agreement and this Addendum to Maintenance Agreement.

25. EQUAL OPPORTUNITY COMPLIANCE

A. Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Contractor specifically agrees not to discriminate against any person with regard to employment with Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

26. SEVERABILITY

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

27. APPLICABLE LAW

In performing its obligation outlined in the Maintenance Agreement and herein, the Contractor shall comply with all applicable Federal, State of New Mexico and local governments' laws and ordinances. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be State District Courts of New Mexico, located in Santa Fe County.

28. NOTICE OF PENALTIES

The Procurement Code, Section 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

29. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

30. SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes. The parties further agree that execution of the Maintenance Agreement and Addendum shall be accomplished simultaneously and in conjunction with each other and unless this Addendum is signed the Maintenance Agreement shall not be valid.

31. LIMITATION OF LIABILITY

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

32. 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.

33. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

Contractor hereby represents and warrants that:

A. It is a corporation duly organized and in good standing under the laws of the state of New Mexico.

B. This Agreement has been duly authorized by Contractor, the person executing this Agreement has authority to do so, and, once executed by Contractor, this Agreement shall constitute a binding obligation of Contractor.

C. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's articles of incorporation or by-laws or any corporate resolution adopted by Contractor.

34. SURVIVAL

The provisions of the following paragraphs shall survive termination of this Agreement: INDEMNIFICATION; RELEASE; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; and, SURVIVAL.

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

SANTA FE COUNTY:

Katherine Miller — Date
Santa Fe County Manager

APPROVED AS TO LEGAL FORM:

Gregory S. Shaffer — Date
Santa Fe County Attorney

FINANCE DEPARTMENT APPROVAL:

Carole H. Jaramillo — Date
Finance Department Director

CONTRACTOR:

PROFESSIONAL DOCUMENT SYSTEMS

Signature — Date

Print Name and Title

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

SANTA FE COUNTY:

Katherine Miller
Santa Fe County Manager

Date

APPROVED AS TO LEGAL FORM:

Gregory S. Shaffer
Santa Fe County Attorney

6-18-15
Date

FINANCE DEPARTMENT APPROVAL:

Carole H. Jaramillo
Finance Department Director

6/18/15
Date

CONTRACTOR:

PROFESSIONAL DOCUMENT SYSTEMS

Claudia Teeter

Signature

6/24/2015
Date

Claudia Teeter, Contracts Manager

Print Name and Title

PROFESSIONAL DOCUMENT SYSTEMS

Agreement Number: 1671

MAINTENANCE/SUPPORT AGREEMENT

This Agreement is made and entered into as of 07/01/2015 by and between Professional Document Systems ("Service Provider"), and the company, person or entity executing this Agreement as the "Licensee" below:

SANTA FE COUNTY CLERK - MICROGRAPHICS
102 GRANT AVE
SANTA FE, NM 87504-0276

TERM: 07/01/2015 through 6/30/2016

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.

Level IV

(A) Definition. Guidance for equipment features not currently deployed and user functionality questions.
(B) Response. Service Provider will respond within three working days of Service Provider's receipt of request.

All response actions on the part of PDS for points one (1) through four (4) above are contingent on the following:

Assigned Service Call Number - Licensee to utilize our 800 technical support line (800-708-8584) and receive a Service Call Number.

On-Site Services - Following PDS's reasonable efforts to resolve the problems by telephone, PDS will provide on-site Maintenance Services at Licensee's facilities in connection with the correction of any Level I, or II issue within eight business hours and within 16 business hours for Level III issues at no additional costs to the customer.

Assigned Administrator - The customer will assign a "key operator" who will be responsible for performing regular operator care and adjustments, answering operator questions and problems, and placing any calls to the PDS support staff. Emergency calls caused by non-performance of regular operator care and adjustment procedures or by persons other than the designated person(s) will be charged to the customer at then applicable rates.

SPECIFIC EXCLUSIONS - HARDWARE SUPPORT

The following items are specifically excluded from this Agreement:

1. Routine maintenance procedures as described in the Cleaning section of the operator's guide.
2. Cost of rebuilding, refurbishing, or re-manufacturing the equipment.
3. Any glass or mirror components.
4. Consumable and starter toner products.
5. Motors, drum units, bulbs/lamps, shutters, lenses, back up batteries, CMOS batteries, network/modem cards, SCSI boards and power cords.
6. Roller kits for scanners (Consumable item).
7. PCA board malfunction or scratched reading/scanning glass caused by paper clips, staples or any other foreign material.
8. Service, repair, or replacement of parts, attachments, and modifications of equipment that is installed by anyone other than an authorized PDS representative will void this agreement.

GENERAL

1. Days and Hours of Coverage: This Support Agreement covers service during Dealer's normal working hours, 8:00 a.m. to 5:00 p.m. MST, Monday through Friday; unless an Extended Hours option is purchased. Coverage on Holidays (New Year's, Memorial, Independence, Labor, Thanksgiving, day in connection with Thanksgiving and Christmas Day) is not included in PDS's normal working hours.
2. Approximately 30 days prior to expiration Dealer will offer the option to renew to Customer. Failure to accept by the expiration date will result in cancellation of this Agreement. Acceptance of the renewal after the expiration date will result in reinstatement charges.
3. This Agreement is not assignable by the customer.
4. This Agreement constitutes the entire agreement between the parties herein with respect to the subject matter hereof, and no representation, either written or oral, will be of any force or effect unless specifically set forth in this Agreement. No amendment or waiver of the terms of this Agreement may be made except in writing.
5. Neither party will be responsible for delays or inability to service caused, directly or indirectly, by strikes, accidents, climactic condition, or other reason of a like or dissimilar nature beyond its control. In no event will either party be liable for loss of profits or special, indirect or consequential damages arising from use of, or inability to use, Software, Hardware or related Documentation. No action relating to obligations herein may be brought by either party more than one year after the cause of action has occurred.
6. The offering of this Agreement, in and of itself is no guarantee that the System is suitable for the Customer's purposes, or whether the System will achieve the Customer's intended results.
7. Dealer's liability in case of non-performance herein will be limited to the Annual Maintenance Charge specified in the Exhibits section.

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: 1671

Professional Document Systems

Claudia Teeter
(Signature)

Claudia Teeter
(Typed or Printed Name)

Contract Administrator
(Title)

Date: 6/17/2015

SANTA FE COUNTY - MICROGRAPHICS

Katherine Miller
(Signature)

Katherine Miller
(Typed or Printed Name)

SF County Manager
(Title)

Date: 6-19-15

Dealer Address and Support Number:

Approved as to form
Santa Fe County Attorney
By:
Date: 6-18-15
Carole H. Jaramillo
6/18/15

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

PROFESSIONAL DOCUMENT SYSTEMS

For service please call 1-800-708-8584

Maintenance Agreement

Attachment A

SANTA FE COUNTY CLERK - MICROGRAPHICS
102 GRANT AVE
SANTA FE, NM 87504-0276

EQPT. INFORMATION	EQPT. S/N	EQPT. LOCATION	ANNUAL
ScanPro 2000 w/FC	74270-781007599		$806.00
Canon MS300 w/FP 250	CS302802		$806.00
Canon MS300 w/FP 250	CS302808		$806.00
Canon MS300II	EA300312		$806.00
Jamex Card Reader			$355.00
Jamex Card Reader			$355.00
Jamex Card Reader			$355.00
ScanPro 2000 w/FC	73299		$806.00
ScanPro 2000 w/FC	73301		$806.00
ScanPro 2000 w/FC	74410		$806.00
ScanPro 2000 w/FC	73245		$806.00
ScanPro 2000 w/FC	73246		$806.00
ScanPro 2000 w/FC	74224		$806.00
ScanPro 2000 w/FC	74363		$806.00
ScanPro 2000 w/FC	74411		$806.00
		TOTAL	**$10,737.00**

Pricing per GSA Contract: GS-35F-0118V except where noted open market
Does not include applicable NM GRT of 7.1785% for services