

**AMENDMENT NO. 2
TO AGREEMENT NO. 2023-0127-CORR/APS**

THIS AGREEMENT is entered into this 4th day of June, 2026, between **Santa Fe County** (the “County”), and **OD Security North America**, 501 Graham Road, College Station, Texas 77845 (the “Contractor”).

WHEREAS, the County and Contractor entered into Agreement No. 2023-0127-CORR/APS (the “Agreement”) on January 30, 2023, to provide for the Contractor’s provision of a system upgrade and continued maintenance support services for body scanners at the County’s Adult Detention Facility; and

WHEREAS, the Procurement Manager determines that pursuant to Section 50 (A) of the Santa Fe County Purchasing Regulation (Multi-term contracts, Determination Prior to Use), and NMSA 1978, Section 13-1-151 (Multi-term contracts; determination prior to use), that the estimated requirements cover the period of the contract, and are reasonably firm and continuing, and that they contract term will service the best interest of the County; and

WHEREAS, Article 14 (Amendment) of the Agreement allows the parties to amend the Agreement by an instrument in writing signed by the parties; and

WHEREAS, Amendment No. 1 extended the term to January 30, 2027. By this Amendment No. 2 the parties agree to amend the Agreement to extend the term to June 30, 2027, and increase the compensation payable to the Contractor for services provided from July 1, 2026, to June 30, 2027.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. Article 3 (Effective Date and Term) insert a subparagraph B to read:
 - B. By Amendment No. 2 the term is extended to from January 30, 2027, to June 30, 2027.

2. Article 2.A.3 (Compensation, Invoicing and Set-Off) insert subparagraph i to read:
 - (i) By Amendment No. 2 the compensation payable to the Contractor is increased by the sum of \$11,000. The total amount payable to the Contractor for the term of the Agreement will not exceed **\$136,750.00**, *inclusive* of NM GRT.

3. All other provisions of the Agreement not specifically amended or modified by Amendment No. 1 and this Amendment No. 2 will remain in full force and effect.

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

SANTA FE COUNTY:



Gregory S. Shaffer
Santa Fe County Manager

6/4/2026

Date

Approved as to form:

Roberta D. Joe for W.B.

Walker Boyd
Santa Fe County Attorney

6/1/2026

Date

CONTRACTOR – OD SECURITY NORTH AMERICA

DocuSigned by:


Signature 150C78ACE2DA474...

6/2/2026

Date

Santa Fe County, New Mexico

Extended Service Warranty Renewal

Thank you for the opportunity to support your facility and your SOTER RS Full Body Scanner. Maintaining an active Service Warranty is the most cost-effective way to ensure continuous operation, prevent unexpected repair expenses, and extend the life of your equipment. This extended Service Warranty provides complete coverage, priority access to certified technicians, and annual preventive maintenance that keeps your SOTER RS performing safely and reliably.

Below are your renewal options:

	July 1, 2026 – June 30, 2027	July 1, 2026 – June 30, 2029	July 1, 2026 – June 30, 2031
Feature/Benefit	1-Year Plan	3-Year Plan	5-Year Plan
24x7x365 Helpdesk Support	✓	✓	✓
Software Updates	✓	✓	✓
Priority Response	✓	✓	✓
Annual On-Site Preventive Maintenance Inspection	✓	✓	✓
Parts & Labor	✓	✓	✓
Major Component Coverage	✓	✓	✓

	1 Year	3 Years	5 Years
<i>Price Lock</i>	<i>Annual Buyers</i>	<i>Multi-Year Planning</i>	<i>Max Long-Term Savings</i>
<i>Best for</i>	Unit Cost \$11,000 <i>Subject to annual inflationary increase</i>	Unit Cost \$30,000 17% Savings	Unit Cost \$40,000 37% Savings

Indicate Selected Term:

Please return this signed renewal agreement via email at your earliest convenience. We will issue an invoice for your selected term. Payment Terms – due by June 13th 2026.

Accepted on behalf of Santa Fe County

Gregory S. Shaffer

Name



Signature

County Manager

Title

6/4/2026

Date

Proposal Date: May 14, 2026

John Shannon
john.shannon@ODSecurityNA.com
(979) 777-1331

Approved as to form by Roberta D. Joe, Assistant County Attorney
for W.B., Santa Fe County Attorney 6/1/2026



Service and Warranty Terms – Santa Fe County, NM

(a) PRODUCT WARRANTY - TERM. ODSNA warrants only to Customer for a period of __years from the date of new warranty term that the Equipment manufactured by it shall be free from defects in material and workmanship under normal use and service and fit for the ordinary use for which designed if operated by a trained and competent operator and properly serviced and maintained. ODSNA's obligation under this warranty is limited to correction, without charge for parts or labor, of any defect, which is reported to ODSNA during the warranty period, and which ODSNA determines in the exercise of reasonable judgment impairs the ordinary use of the Equipment. ODSNA's warranties and its obligation hereunder shall terminate without notice to Customer if Equipment is subjected to misuse or alteration or is repaired by other than an ODSNA representative which, within ODSNA's judgment alone, shall result in an adverse effect, including effects upon performance or reliability, upon the Equipment.

(b) CUSTOMER RESPONSIBILITIES. ODSNA's warranties and its obligations hereunder shall terminate without notice to Customer unless Customer or user (i) maintains the site and environment (including temperature and humidity control), incoming power quality, and fire protection in a condition suitable for operation of the Equipment. (ii) notifies ODSNA as soon as any unusual operating peculiarity appears; (iii) operates the Equipment in a safe and competent manner in strict compliance with established safety operating procedures; (iv) regularly and properly services and maintains the Equipment. It is the responsibility of the Customer to verify upon delivery and installation of the equipment its specifications and affirm the equipment received, installed and put to use is as stated in Quotation/order. Acceptance by Customer of equipment at first use absolves ODSNA of any breach of contract or tort action on said equipment.

(c) LIMITATION OF LIABILITY - EXCLUSION OF IMPLIED WARRANTIES. THE WARRANTIES IN THIS SECTION ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ODSNA WHETHER IN CONTRACT, WARRANTY, NEGLIGENCE OR OTHERWISE. ODSNA NEITHER ASSUMES NOR HAS AUTHORIZED ANY PERSON TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH THE EQUIPMENT. This warranty we provide does not apply to defects or performance deficiencies arising from (1) accident, (2) abuse, (3) misuse, (4) operation of your Equipment outside of its environmental electrical, or performance specifications, conditions, capabilities or standards, (5) power fluctuations or failure, (6) vandalism or any other damage or unauthorized alteration of your Equipment or its operating software, (7) its use in combination with incompatible products, (8) fires, floods and other natural causes, (9) damage or any other impairment of your Equipment resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service or use or maintenance or service by any party other than other by us or our authorized representatives, (10) parts or accessories not provided by us or, (11) any acts, omissions, causes or events beyond our control.

(d) CONSEQUENTIAL AND OTHER LOSS OR DAMAGE. In no event shall ODSNA be liable, by reason of any breach of contract or warranty or of any act or omission on its part related to the Equipment, for prospective, consequential or special damages, economic loss, or damages resulting from loss of use of the Equipment.