

**MIDDLE RIO GRANDE CONSERVANCY DISTRICT
PRINTING SERVICE AGREEMENT**

2nd Year

THIS AGREEMENT made and entered on 1st day of August, 2012, by and between the Middle Rio Grande Conservancy District ("hereinafter referred to as "MRGCD") and Ink Impressions dba Automated Election Services. ("hereinafter referred to as Contractor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. SCOPE OF WORK:

CONTRACTOR will provide printing services as per the Request for Bid (RFB) issued July 18, 2011, RFB Amendments, and Contractors proposal dated July 29, 2011. This Agreement incorporates all agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement.

2. COMPENSATION:

A. The MRGCD shall pay CONTRACTOR in full for services rendered, as per attached fee schedule. Any services not covered in the initial RFB and Contractors Proposal must be prior approved by the District.

B. Payment shall be made upon receipt of a detailed statement containing a report of work completed.

3. TERM:

The work under this Agreement shall be effective as of August 15, 2012 and shall terminate August 14, 2013, and may be extended by the District, but shall not exceed four (4) years, unless otherwise cancelled earlier by either party in writing after seven (7) days notice to the other party.

4. RECORDS AND AUDIT:

CONTRACTOR shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by MRGCD, the Department of Finance and Administration and the State Auditor. The MRGCD shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the MRGCD to recover excessive payments.

5. RELEASE

CONTRACTOR, upon final payment of the amount due under this Agreement, releases the MRGCD, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. CONTRACTOR agrees not to purport to bind the MRGCD to any obligation not assumed herein by the MRGCD unless CONTRACTOR has express written authority to do so, and then only with the strict limits of that authority.

6. CONFIDENTIALITY:

Any confidential information provided to or developed by CONTRACTOR in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by CONTRACTOR without the prior written approval of the MRGCD.

7. CONFLICT OF INTEREST:

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

8. AMENDMENT:

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

9. APPLICABLE LAW:

This Agreement shall be governed by the laws of the State of New Mexico.

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

MIDDLE RIO GRANDE CONSERVANCY DISTRICT

BY: Francis Pestana

**CONTRACTOR: INK IMPRESSIONS DBA
AUTOMATED ELECTION SERVICES**

BY: Jeffery O'Neal

**PRINTING FEE SCHEDULE
AS PER PROPOSAL AND RFP REQUIREMENTS**

SCHEDULE I: CONSERVANCY TODAY NEWSLETTER (Items 1 & 2 unit cost is based on 50,000)

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|---------------------------------------------------------------------|------------------|
| 1. 4 Page, 11x17, 60# Husky Offset Opaque | \$101.02 P/1,000 |
| 2. 6 Page, 11x25, 60" Husky Offset Opaque | \$121.45 P/1,000 |
| 3. MRGCD Brochure, 8.5 x 14, 80# Gloss (Quantity Not Determined) | \$155.00 P/100 |

SCHEDULE II: WATER SERVICE CHARGE NOTICE (Unit cost based on 12,000)

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| 1. Water Service Charge Notice | \$335.54 P/1,000 |
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SCHEDULE III: WATER SERVICE CHARGE RECEIPT (Unit Cost based on 16,200)

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| 1. Water Service Charge Receipts | \$ 78.45 P/1,000 |
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