



The Purchasing Memo

Date: August 22, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Nancy L Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir. NLJ
NLJ

Via: Jesse Roach, Interim Public Utilities Director JR
JR

Subject: Application Support, Technical Support for Data Conversion & CIS Interfaces to update billing system

Vendor Name: Mountain River Consulting Inc.

Munis Vendor Number: 2564

ITEM AND ISSUE:

Public Utilities respectfully request your review and approval of a Sole Source Procurement in the total amount of \$1,244,156.25 including tax for Application Support, Technical Support for Data Conversion & CIS Interfaces to update the billing system for a term of 2 Years with Mountain River Consulting Inc.

CONTRACT NUMBER:

The Munis Contract Number is 3260145

BACKGROUND AND SUMMARY:

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, date conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.

Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River's combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River's prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

Much of this cost will be offset by the reduction in the N. Harris/Advanced change order due to the data conversion and interface requirements that N. Harris/Advanced will no longer be processing in their scope of work contract.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: UTILITY/ 511

Munis Org Name/Number: UCS Admin / 5110351

Munis Object Name/Number: Svc Cntr / 510310

Budget Officer / Designee: Andy Hopkins **Date:** 08/25/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

60-M0087-25-CP379

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 08/27/2025

CPO Comment/Exceptions: NMSA 1978, Section 13-1-126

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: [Signature] **Title:** Director, IT **Date:** 08/22/2025
Eric Candelaria (Aug 22, 2025 13:39:17 MDT)

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

ATTACHMENTS:

Procurement document: Sole Source Determination

Horizons

Vendor's Quote

Professional Services Contract

Certificate of Liability Insurance (COI)



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form **must** be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Complete this form in its entirety!

Date: 7/11/2025

Prepared By: Nancy L. Jimenez

Email: nljimenez@santafenm.gov

Phone #: (505) 955-4364

Description of Goods/Service to be Procured (short title):

Application Support, Technical Support for Data Conversion & CIS Interfaces to update billing system

Vendor Name: Mountain River Consulting, Inc.

Address: PO Box 606

City: Ririe

State: ID

Zip Code: 83443

Justification (choose from the drop down): Unique Expertise

Type of good/service (choose from the drop down): Maintenance and Support

*Estimated Cost: \$1,247,037.00

Term of Contract: 4 Years

***Tax is subject to change. Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.**

Quantity of the service:
 example: 12 MONTHS, 15 LICENSES, ETC.

Conversion: To Contract

Org / Object: Utility Billing Division

Place checkmarks to affirm you agree and have included these documents:

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.



City of Santa Fe, New Mexico



Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

- There is only one source for the required service, construction, or item of tangible personal property.
- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. Explain the purpose/need of purchase. Ensure to include a thorough **scope of work** for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).
-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, data conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.

Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River’s combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River’s prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The Advanced Utility Billing project requires a vendor to complete data conversion and interface mapping that is familiar with data from the current AS 400 utility billing system. The current supporting vendor, Denovo, doesn’t have the institutional knowledge and experience to support the tasks.

3. Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract.

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, data conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.



City of Santa Fe, New Mexico



Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River's combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River's prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

- 4. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

Public Utilities has formally requested a declaration of sole source to Mountain River Consulting Inc. This contractor specializes in IT Technical, Application, data conversion and interfaces for the Utility Billing Division, billing system support and upgrade to the new utility billing system.

Mountain River Consulting Inc. has a unique, in-depth knowledge of the current utility billing system and proprietary software formerly managed by Denovo. Both Advanced and Denovo have engaged Mountain River repeatedly for critical maintenance tasks and data-conversion activities, underscoring its indispensable expertise.

No other vendor possesses Mountain River's combination of technical skills and institutional memory regarding the legacy billing platform. Transitioning to a new contractor risked operational disruptions and data integrity issues during system upgrades and conversion. Mountain River's prior engagements have demonstrated on time delivery and adherence to budget constraints, reducing rework and associated costs.

- 5. Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

The Advanced Utility Billing project requires a vendor to complete data conversion and interface mapping that is familiar with data from the current AS 400 utility billing system. The current supporting vendor, Denovo, doesn't have the institutional knowledge and experience to support the tasks.



City of Santa Fe, New Mexico



Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: 07/29/2025

Department Approval by:

Nancy L. Jimenez

Nancy L. Jimenez (Jul 29, 2025 11:18:18 MDT)

Nancy L. Jimenez, Public Utilities Admin, Billing and Customer Service Div. Dir.

Date: 07/29/2025

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.*

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: _____



Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

Sole Source Justification Letter

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 23, 2025

Dear Mrs. Jimenez,

Mountain River Consulting, Inc. has been working with the City of Santa Fe for more than 22 years helping to develop custom modifications, enchantments, reports, screens and interfaces for the JD Edwards UCIS and E1 Systems.

Mountain River Consulting, Inc. has created and maintained the following interfaces for the UCIS system and uniquely knows these programs, process and flows: The Beacon Meter reading interfaces, JD Edwards to E1 Financials & Fixed Asset interfaces, Postal Pros Bill Print Interface, Postal Pros LIC Letter, Postal Pros Lien File Letter, Wells Fargo Lockbox & Lockbox E, Tyler Munis General ledger and the Virtuoso Collection Agency file. Along with support of the current production interfaces listed above Mountain River Consulting, Inc. has worked extensively with the City of Santa Fe and the Tyler Munis Advanced teams on the previous implementation to define and develop the above related interfaces for the new Advanced CIS software.

Mountain River Consulting, Inc. has also worked with the City of Santa Fe on defining and developing over Twenty different custom Advanced CIS conversion programs to convert the current UCIS data base tables to the Advanced CIS data base tables.

Mountain River Consulting, Inc. also has multiple staff that has been working with the City of Santa Fe for over 25 years helping with Financials, IT support, IBM iSeries, UCIS, Advanced CIS and many other areas.

Sincerely,

David W. Barnes
President
Mountain River Consulting, Inc.



Quote for Advanced CIS Interfaces

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization’s need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

-Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software.

- Mountain River Consulting, Inc. will provide Technical & Application training and support for the CIS Advanced Interfaces listed below, our estimate to support this will be based on overall estimating of what it will take to support the City of Santa Fe in training their staff to be able to setup test and prepare the various interface for go-live.
- Support for the different Interfaces is dependent on multiple factors that include current interface status, vender status, where development is at with Advanced software and other factors. That said Mountain River consulting has estimated as best as it can and if addition hours are needed, Mountain River Consulting will notify the City of Santa Fe.

- | | |
|-------------------------------------|------------------------------------|
| 1. Postal Pros – Bill Print File 80 | 6. Wells Fargo – LockboxE |
| 2. Postal Pros – LIC Letter | 7. Wells Fargo – Direct Debit 80 |
| 3. Postal Pros – Lien File Letter | 8. Tyler Munis General Ledger |
| 4. Beacon Interface 80 | 9. Virtuoso Collection Agency File |
| 5. Wells Fargo – Lockbox | |

- Support for the various interfaces listed in the scope of work is estimated at 500 hours.

-Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

-Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.



-Schedule of Consulting Fees and Reimbursable Expenses

Table with 2 columns: Position, Fee/Hour. Row 1: Project Application or Technical Consulting, \$300

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than \$150,000 of services is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$69.00).
All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mntnriver.net.

Sincerely,

Handwritten signature of David W. Barnes

David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.

City of Santa Fe

By: [Handwritten signature] _____

By: _____

Title: President _____

Title: _____

Date: July 16, 2025 _____

Date: _____



Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

Quote for Production Support

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

-Scope of Work

Mountain River Consulting, Inc. will assist The City of Santa Fe with application and/or technical support as it relates to the following J.D. Edwards Software.

- J.D. Edwards World Application issues, setup, and consulting.
- J.D. Edwards World Technical & Application Utility Billing System (UCIS) troubleshooting issues.
- Plan the corrective action and submit for approval.
- Once approved, complete the corrective action.

-Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

-Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.



Mountain River Consulting, Inc.
 P.O. Box 1229
 Washington, UT 84780
 Phone: (208) 520-5177
dbarnes@mtnriver.net

-Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Project Application / Technical Consulting	\$300.00

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **\$500,000.00 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$68.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete support, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W. Barnes

David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.

City of Santa Fe

By: *David W. Barnes*

By: _____

Title: President

Title: _____

Date: July 16, 2025

Date: _____



Quote for Advanced CIS Load File Conversion

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization’s need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

-Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software. This includes running the J.D. Edwards World UCIS to Advanced CIS Load Files process five (5) times for this project.

- Mountain River Consulting, Inc. will provide Technical & Application support for the conversion of the J.D. Edwards World UCIS software to the Advanced CIS software Load files.
- Mountain River Consulting, Inc. have previously created the Advanced CIS Load File conversion programs and this engagement letter covers the following areas:
 1. Running pre-conversion queries & reports to send to the Santa Fe staff to fix, update and correct so that the Advanced CIS Load file programs will run correctly and as previously defined.
 2. Run the Advanced CIS Load file programs to create the Advanced CIS Load Files and then send them to the Advanced FTP server.
 3. Update the CIS Data Validation spreadsheet and review the Advanced CIS Load file data with the Advanced staff to validate that the correct number of accounts/records were received.
 4. Review the data at a high level within CIS software (Infinity) to validate that the mapping and loading of the correct fields from the J.D. Edwards World UCIS software.

-Estimate

The estimate for this project will be as follows and includes hours for 3 support staff:

- Running the Conversion Load File Process each time.

○ Pre-Conversion Process	120 hours
○ Conversion Process	120 hours
○ CIS Data Validation review	40 hours
○ Review CIS Data in Infinity	<u>40 hours</u>
Total	320 hours per conversion

 - 10 trips onsite @ estimate of \$2,000 per trip = \$20,000

320 hours x \$300/hr. = \$96,000 x 5 conversions + \$20,000 = \$500,000



-Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

-Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

-Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Project Application or Technical Consulting	\$300.00

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **\$500,000.00 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$69.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

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Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.



Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

Sincerely,

David W Barnes

David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.

City of Santa Fe

By: *David W Barnes*

By: _____

Title: President

Title: _____

Date: July 16, 2025

Date: _____

Re: Utility Billing Technical Support

From Matt Loehman <mloehman@horizonsofnewmexico.org>

Date Mon 7/7/2025 6:34 PM

To BRITT, AMANDA P. <apbritt@santafenm.gov>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Amanda,

We will respectfully decline this opportunity.

Thank you,

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

On Mon, Jul 7, 2025, 1:22 PM BRITT, AMANDA P. <apbritt@santafenm.gov> wrote:

Good afternoon Matt,

The City of Santa Fe, Utility Billing Department is looking for a technical resource to support trouble-shooting issues in the current utility billing system. The scope of work would include identifying solutions to known problems and documenting a corrective action plan then executing corrective action upon approval from the Utility Billing Division Directors approval.

Please let me know if you are interested in providing a quote.

Thank you,

Amanda P. Britt
Contract Administrator
City of Santa Fe

Public Utilities Admin.
apbritt@santafenm.gov
Desk (505) 955-4355



CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and **Mountain River Consulting Inc.**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Contract is in accordance with the provisions of NMSA 1978, Sections 13-1-28 through 13-1-199 pursuant to NMSA 1978, section 13-1-NMSA 1978, Section 13-1-126, Sole Source; and

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Contract; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

- A. The Contractor shall provide Application Support, Technical Support, Data Conversion and Interfaces from the City’s current Utility Customer Information System (UCIS) to transfer and update into the Advanced Customer Information System (CIS) for a new utility billing system platform as described in Exhibit A attached hereto.

A.

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to Project Application and Technical Consulting for the City, as set forth in this Contract. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. Payment. The City shall compensate the Contractor based on the itemized amounts and/or rates specified in Exhibit A.

For the services [or goods] described in the scope of work, the City agrees pay the Contractor	\$1,150,000.00
The services [or goods] in the contract include GRT. The GRT on this contract at 8.1875% equals	+ \$94,156.25
The total compensation for the contract including GRT is	= \$1,244,156.25

B. The compensation represents a maximum amount. The Contractor must notify the City when the Services provided under this Contract approach 90% of compensation total. Services rendered beyond the maximum compensation amount will not be reimbursed unless the Contract is amended in writing prior to the provision of such services.

C. Invoicing and Payment Terms Payment will be made upon the City's acceptance of deliverables and receipt of a detailed, certified invoice from the Contractor. Payments will be sent to the Contractor's designated address. The City shall issue payment in accordance with the timelines required by law. Invoices must be submitted no later than fifteen (15) days after the Contract's termination. Late invoices will not be processed or paid.

D. Extended Payment Terms for Grant-Funded Contracts For grant-funded agreements, the City may issue payment within forty-five (45) days following submission of an undisputed payment request.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY.

This Contract shall terminate June 30th. 2027 unless terminated pursuant to Paragraph 5 (Termination) or Paragraph 6 (Appropriations). A contract for professional services may not exceed four years, including all extensions and renewals, except as otherwise provided by NMSA 1978, Sections 13-1-150 through 13-1-152 or SFCC 1987, Section 11-13.

5. Termination

A. Grounds. The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

B. Notice; City Opportunity to Cure.

- i) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- ii) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the

case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

- iii) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 6, "Appropriations", of this Contract.

C. Liability. Except as otherwise expressly allowed or provided under this Contract, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Contract. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service – Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

- A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.
- B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, NMSA 1978, Chapter 10, Article 16.
- C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.
- D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

- A. This Contract shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement

This Contract, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Contract, and the related Exhibits and Schedules, the statements in the body of this Contract shall control.

16. Merger

This Contract incorporates all the 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 contract.

All terms and conditions of the Sole Source Number 60-M0087-25-CP379 and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with

NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be a broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

C. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The

City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et. seq., as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Nancy L. Jimenez nljimenez@santafenm.gov 801 W San Mateo Santa Fe, NM 87505	Department Contact Position Physical Address Group email address Phone number	To the Contractor: Mountain River Consulting David W. Barnes PO Box 606, Ririe, ID 83443 dbarnes@mtnrivernet 208-520-5177
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29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Contract, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City's Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Contract and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Contract will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Contract shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Contract without cost to the City, if the Contractor fails to meet the provisions of this Contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Contract.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
MOUNTAIN RIVER CONSULTING INC.

ALAN WEBBER, MAYOR

David W Barnes

DAVID W. BARNES, PRESIDENT

DATE: Aug 21, 2025

NMBTIN: 02-966879-00-4

ATTEST:

CITY CLERK

Approved to form and legal sufficiency by:

Marcos Martinez
Marcos Martinez (Aug 21, 2025 3:41:45 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

FINANCE DIRECTOR

Exhibit A



Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

Quote for Advanced CIS Load File Conversion

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

-Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software. This includes running the J.D. Edwards World UCIS to Advanced CIS Load Files process five (5) times for this project.

- Mountain River Consulting, Inc. will provide Technical & Application support for the conversion of the J.D. Edwards World UCIS software to the Advanced CIS software Load files.
- Mountain River Consulting, Inc. have previously created the Advanced CIS Load File conversion programs and this engagement letter covers the following areas:
 1. Running pre-conversion queries & reports to send to the Santa Fe staff to fix, update and correct so that the Advanced OS Load file programs will run correctly and as previously defined.
 2. Run the Advanced CIS Load file programs to create the Advanced CIS Load Files and then send them to the Advanced FTP server.
 3. Update the CIS Data Validation spreadsheet and review the Advanced CIS Load file data with the Advanced staff to validate that the correct number of accounts/records were received.
 4. Review the data at a high level within CIS software (Infinity) to validate that the mapping and loading of the correct fields from the J.D. Edwards World UCIS software.

-Estimate

The estimate for this project will be as follows and includes hours for 3 support staff:

- Running the Conversion Load File Process each time

o Pre-Conversion Process	120 hours
o Conversion Process	120 hours
o CIS Data Validation review	40 hours
o Review CIS Data in Infinity	<u>40 hours</u>
Total	320 hours per conversion
- o 10 trips onsite @ estimate of \$2,000 per trip = \$20,000

320 hours x \$300/hr. = \$96,000 x 5 conversions+ \$20,000 = \$500,000

@Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnriver.net

-Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

-Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.

-Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Project Application or Technical Consulting	\$300.00

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **\$500,000.00 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$69.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

@Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mntnriver.net

Sincerely,

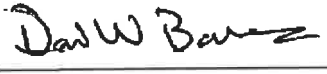


David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.

City of Santa Fe

By: 

By: -----

Title: President

Title: _____

Date: July 16, 2025

Date: _____

Quote for Advanced CIS Interfaces

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

-Scope of Work

Mountain River Consulting, Inc. has scoped the work below based on discussions with the City of Santa Fe and our current understanding of the project needs and the planed proposal with Advanced for implementation of their software.

- Mountain River Consulting, Inc. will provide Technical & Application training and support for the CIS Advanced Interfaces listed below, our estimate to support this will be based on overall estimating of what it will take to support the City of Santa Fe in training their staff to be able to setup test and prepare the various interface for go-live.
- Support for the different Interfaces is dependent on multiple factors that include current interface status, vender status, where development is at with Advanced software and other factors. That said Mountain River consulting has estimated as best as it can and if addition hours are needed, Mountain River Consulting will notify the City of Santa Fe.

- | | |
|-------------------------------------|------------------------------------|
| 1. Postal Pros - Bill Print File 80 | 6. Wells Fargo - LockboxE |
| 2. Postal Pros - UC Letter | 7. Wells Fargo - Direct Debit 80 |
| 3. Postal Pros - Lien File Letter | 8. Tyler Munis General Ledger |
| 4. Beacon Interface 80 | 9. Virtuoso Collection Agency File |
| 5. Wells Fargo - Lockbox | |

- Support for the various interfaces listed in the scope of work is estimated at 500 hours.

-Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

-Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.



Mountain River Consulting

Mountain River Consulting, Inc.
P.O. Box 1229 Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mtnrivernet.net

-Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Project Application or Technical Consulting	\$300

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **\$150,000 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$69.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete any phase of the different projects, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed. _ _

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnrivernet.net.

Sincerely,

David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.

City of Santa Fe

By: David W Barnes

By: -----

Title: President

Title: _____

Date: July 16, 2025

Date: _____



Mountain River Consulting, Inc.
P.O. Box 1229
Washington, UT 84780
Phone: (208) 520-5177
dbarnes@mntnriver.net

Quote for Production Support

Nancy Jimenez
The City of Santa Fe
801 West San Mateo
Santa Fe, NM 87505

July 16, 2025

Based on discussions regarding your organization's need for consulting services from Mountain River Consulting, Inc., this letter will serve as the Quote and Engagement Letter. This Quote and Engagement Letter applies only to the Scope of Work set forth in this letter. Additional estimates will be sent as projects are defined and a signature will be required. Those estimates will be governed by the rates in this agreement.

-Scope of Work

Mountain River Consulting, Inc. will assist The City of Santa Fe with application and/or technical support as it relates to the following J.D. Edwards Software.

- J.D. Edwards World Application issues, setup, and consulting.
- J.D. Edwards World Technical & Application Utility Billing System (UCIS) troubleshooting issues.
- Plan the corrective action and submit for approval.
- Once approved, complete the corrective action.

-Time Period

The time period during which the scope of work will be performed, is scheduled to take place July 1, 2025 thru June 30, 2027. If a new Consulting Engagement Letter stating new date ranges for rates is not approved and signed at the time this letter expires, the rates listed herein will remain in effect until a new Consulting Engagement Letter is signed.

-Staffing

David Barnes is assigned as your account manager and will provide and supply support staff from Mountain River Consulting, Inc. with the appropriate application and/or technical skills to be needed by the City of Santa Fe.



Mountain River Consulting, Inc.
 P.O. Box 1229
 Washington, UT 84780
 Phone: (208) 520-5177
dbarnes@mtnriver.net

-Schedule of Consulting Fees and Reimbursable Expenses

Position	Fee/Hour
Project Application/ Technical Consulting	\$300.00

All work performed will be billed on a time and material basis at the hourly rate per the scheduled rate listed above. A weekly invoice will be sent along with the attached status reports requesting review and approval. Payment will be due upon receipt.

In the event that more than **\$500,000.00 of services** is required during the Time Period stated above, Mountain River Consulting, Inc. must obtain approval via email from Nancy Jimenez or her designated representative prior to proceeding with the work.

Expenses incurred by Mountain River Consulting, Inc. personnel, whether for consulting or training, shall be charged to the City of Santa Fe as follows:

- Local travel, incidental expenses, and meal per diem per IRS guidelines (currently \$68.00).
- All other travel expenses outside of a reasonable driving distance including but not limited to: airfare, airport parking, and travel to and from the airport, taxis, car rentals, and hotel accommodations.

Thank you for this opportunity to be of service to The City of Santa Fe. We look forward to assisting you with your consulting needs.

Mountain River Consulting, Inc. has estimated this to the best of its ability. In the event that more than the estimated hours are needed to complete support, Mountain River Consulting, Inc. will contact the City of Santa Fe as soon as possible to get approval for any additional hours. In the event that estimated hours are over, only the actual hours will be billed.

Please call David Barnes at 208-520-5177 if you have any questions regarding our approach or if we can be of service to you in any other way. When this document is approved, please return one fully executed copy to Mountain River Consulting, Inc., at P.O. Box 1229, Washington, Utah 84780 or email a signed copy to dbarnes@mtnriver.net.

Sincerely,

David W Barnes

David W. Barnes

Accepted and agreed to:

Mountain River Consulting, Inc.

City of Santa Fe

By: *David W Barnes*

By: _____

Title: President

Title: _____

Date: July 16, 2025

Date: _____

Signature: Nancy L. Jimenez

Nancy L. Jimenez (Aug 22, 2025 11:08:14 MDT)

Email: nljimenez@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov