City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
MARCH 22, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings in excess of those permitted in the current Public Health Order, the Finance Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at https://www.youtube.com/user/cityofsantafe. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

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Attending on Zoom: Members of the public may attend the Zoom meeting on a computer, mobile device, or phone. The direct Zoom link is: https://santafenm-gov.zoom.us/j/98782699497?pwd=WEtyQ0F3RE45NzM1TjEvanZZbjFLdz09.
Passcode: 373686

Attending Zoom by Phone: Members of the public can attend the Zoom meeting by phone by dialing: 346 248 7799 or 669 900 6833
Webinar ID: 987 8269 9497

Agenda: The agenda for the meeting will be posted at https://santafe.primegov.com/public/portal.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**

4. **APPROVAL OF CONSENT AGENDA**

5. **APPROVAL OF MINUTES**

   a. Regular Finance Committee Minutes – March 1, 2021

6. **PRESENTATION**

   a. FY21 Update (Dr. Reilly S. White, Erebor; Brad Fluetsch, Planning and Investment Officer, bjfluetsch@santafenm.gov, 955-6885; and Andy Hopkins, Principle Budget Analyst, ajhopkins@santafenm.gov, 955.6177)

7. **ACTION ITEMS: CONSENT**

   a. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $1,800,000 for FY21 to fund current year allocations from the Affordable Housing Trust Fund to the recommended floor of $3 million per year. (Mayor Alan Webber, amwebber@santafenm.gov, 955-6702; Mary McCoy, Finance Director, mtmccoy@santafenm.gov, 955-6171; Alexandra Ladd, Office of Affordable Housing Director, agladd@santafenm.gov, 505.955.6346)

   Committee Review:
   Finance Committee: 03//22/2021
   Public Works/PUC: 3/29/2021
   Governing Body: 3/31/2021

   b. Request for Approval of Budget Adjustment in the Amount of $290,000 from General Fund Reserves to Parks Service Contracts (1004150. 510310) (Melissa McDonald, Acting Parks Division Director, mamcdonald@santafenm.gov, 955-6840)

   Committee Review:
   Finance Committee: 03//22/2021
   Public Works/PUC: 3/29/2021
   Governing Body: 03/31/2021

   c. Request for Approval to Replace and Purchase two (2) new units for the Public Utilities Department, Water Division, in the Total Amount of

$85,484.85; Phil Long Ford via the Cooperative Education Services via the Statewide Price Agreement. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246)

Committee Review:

Public Works and Utilities Committee: 03/08/21
Finance Committee: 03/22/21
Governing Body: 03/31/21

d. Request for Approval of Sole Source Purchase of EOD Robot from Northrop Grumman, Remotec, Inc. $305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:

Public Safety Committee: 3/xx/2021
Quality of Life Committee: 3/17/2021
Finance Committee: 3/22/2021
Governing Body: 3/24/2021

e. Request Approval of Budget Amendment Resolution to Correct FY 21 Engineering Budget for Duplicate Payment to Louis Berger Group in the Amount of $67,945.22 for Arroyo Chamiso Crossing Project. (Regina Wheeler, Public Works Department Director, rawheeler@santafenm.gov, (505) 955-6622)

Commitee Review:

Finance Committee – 03/22/2021
Public Works & Utilities Committee – 03/29/2021
Governing Body – 03/31/2021

f. Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to Convert PNM Owned Street Lights in City Limits to LEDs for up to $421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622)

Committee Review:

Public Works and Utilities Committee: 3/8/21
Finance Committee: 3/22/21

Governing Body: 3/31/21

g. Request for Approval of a Cooperative Funding Agreement (CFA) with the US Bureau of Reclamation (USBR) for Environmental Permitting Services in support of the San Juan Chama Return Flow Pipeline Project. Contract No. 20-WC-40-866 will provide technical expertise for the City and USBR to complete the Environmental Assessment under the National Environmental Policy Act (NEPA) guidelines. (William Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)
1) Request for Approval of Budget Amendment Resolution
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 3/22/2021
Governing Body: 3/31/2021

h. Request for the Approval of a Budget Adjustment Resolution in the Total Amount of $569,885 for the budget transfer (BAR) of Community Service Division Youth staff positions and operating budget to the Recreation Division; (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov , 505-955-6603) **Committee Review:**
Quality of Life Committee: 03/17/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

i. Request for Approval of Amendment No. 2 to PSA # 19-0234 with Carollo Engineers, Inc. for Environmental Permitting Services in Support of the San Juan Chama Return Flow Pipeline Project. (Bill Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203)
1) Request for Approval of Budget Amendment Resolution
Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

j. Request for Approval for Amendment No.4 to Advanced Utility System's Contract to continue the upgrade of the Utility Billing Division Billing System in the Amount of $1,048,402 excluding NMGRT.(Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

k. Request for Approval of a Budget Adjustment Resolution (BAR) to fund the Advanced Utility's System through FY20/21 in the total amount of $325,313. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364)

Committee Review:
Public Works and Utilities Committee: 03/08/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

l. Request for Approval of Amendment #3 to NMDOT Funding Agreement, CN S100460 (Munis Contract No. 3200847) extending termination date from April 30, 2021 to September 15, 2021 for CIP 801B Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. (Romella Glorioso-Moss, PW Project Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:
Finance Committee: 03/22/2021
Public Works & Public Utilities Committee: 03/29/2021
Governing Body: 03/31/2021

m. Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa Fe. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

n. CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Councilor

Romero-Wirth and Councilor Cassutt-Sanchez) (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

o. Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of $57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department; (Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710).

Committee Review:
Finance Committee Meeting: 3/22/2021
Quality of Life: 04/07/2021
Governing Body: 04/14/2021

p. Request for the Approval of Contract Amendment No.1 for Professional Service Contracts to Change the Scope of Work for YouthWorks; (Julie Sanchez, Youth & Family Services Division Director: jjsanchez@santafenm.gov,505-955-6678)

Committee Review:
Finance Committee: 3/22/21
Quality of Life: 4/7/21
Governing Body: 4/14/21

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, April 5, 2021**

12. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
MARCH 22, 2021
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ATTEND VIRTUALLY

City of Santa Fe

MINUTES

REGULAR MEETING OF
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MARCH 01, 2021
5:00 PM

SPECIAL PROCEDURES FOR FINANCE COMMITTEE MEETING

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Agenda: The agenda for the meeting will be posted at santafe.primegov.com/portal/search.

1. **CALL TO ORDER**

Start time: 5:01 PM

2. **ROLL CALL**

Members Present:

Councilor Roman Abeyta
Councilor Renee Villarreal
Councilor Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt-Sanchez

Members Excused:

Others Attending:

Jesse Guillen, Legislative Liaison
Bradley Fluetsch, Cash and Investment Manager
Mary McCoy, Finance Department Director
Carolynn Roibal, Administrative Manager
Jeff Norris, Attendee

3. APPROVAL OF AGENDA

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the as amended.Item b and f pulled for discussion.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

Item b pulled by Councilor Villarreal and item f pulled by Councilor Lindell for discussion

5. **APPROVAL OF MINUTES**

a. Regular Finance Committee Meeting – February 15, 2021

MOTION: Councilor Lindell moved, seconded by Councilor Cassutt-Sanchez, to approve the as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of Amendment #12 with Allied Security that will add $60,000 to the existing contingency and allow for greater flexibility in adjusting service locations, times and officer levels. (Sam Burnett, Public Works Property Maintenance Manager, jsburnett@santafenm.gov, 795-2491)
Committee Review:
Public Works and Utilities Committee: 02/22/2021
Finance Committee: 03/01/2021
Governing Body: 03/10/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

b. Request for the Approval of a restated and amended Joint Powers Agreement establishing the Regional Coalition of Los Alamos National Laboratories (LANL) Communities by and among the incorporated County of Los Alamos, the City of Santa Fe, Santa Fe County, the City of Espanola, Rio Arriba County, the Town of Taos, Taos County, and the sovereign governments of the Pueblo of Ohkay Owingeh and the Pueblo of Jemez. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Quality of Life Committee: 7/1/20
Finance Committee: 3/1/21
Governing Body: 3/10/21

Councilor Villarreal moved item 7b from the consent agenda to the discussion agenda
Councilor Cassutt-Sanchez made a motion and recommendation to send this back to Quality of Life for additional information and a presentation on this Joint Powers Agreement Regioal Coalition of Los Alamos National Laboratories Communities. Councilor Romero-Wirth second the motion.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Romero-Wirth, to postpone the migrated item with a recommendation that it go back to Quality of Life for further discussion and information to be presented on benefits and value ot RCLC. This item to move to Governing Body after it goes to Quality of Life.

VOTE: The motion was tabled on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

c. Request for Approval of a Budget Amendment Resolution (BAR) for FAA Grants #3-35-0037-052-2020 and #3-35-0037-053-2020, in the Amount of $2,630,925 Securing Funds for Construction of Taxiway Golf. (Mark Baca, Airport Manager, mdbaca@santafenm.gov, 955-2901)

COMMITTEE REVIEW:
Finance Committee 03/01/2021
Public Works and Utilities Committee 03/08/2021
Governing Body 03/10/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

d. Request for the Approval of Amendment 1 to IT Agreement 19-0828 to assign the remaining after sales and warranty portion of the Parking Access and Revenue Control System (PARCS) agreement to a new vendor, Associated Time Instruments, Inc. (ATI). ATI's compensation will not exceed the $114,920.06 remaining balance of the original Agreement. Request is hereby made by Noel Correia, Parking Division Director, npcorreia@santafenm.gov, (505) 955-6611.

Committee Review:
Finance Committee: 03/01/2021

Public Works and Utilities Committee: 03/08/2021
Governing Body: 03/10/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the contract amendment as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

e. Request for Approval of a Budget Adjustment Resolution (BAR) in the Amount of $190,471 for FY21 to Fund the Purchase of Radios. (Manuel Gonzales, Interim ITT Director, mmgonzales@santafenm.gov, (505) 955-5531; Paul Babcock, Fire Chief, prbabcock@santafenm.gov, 505-955-3112; Andrew Padilla, Police Chief, aapadilla@santafenm.gov, 505-955-5102)

Committee Review:
Finance Committee: 3/01/2021
Public Works and Utilities: 3/08/2021
Governing Body: 3/10/2021

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the budget adjustment resolution (BAR) as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

f. CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Updating the Terms of Resolution 2020-29 to Extend the Duration of the Community Health and Safety Task Force Through the End of Calendar Year 2021, Allow Additional Task Force Members, Change the Task Force Composition, Exempt the Task Force From Certain Open Meetings Act Requirements, and Other Changes as Necessary. (Councilors Rivera and Villarreal) (Jennifer Faubion, Council Liaison; jrfaubion@santafenm.gov, 955-6033)

Committee Review:
Finance Committee: 3/1/21
Quality of Life Committee: 3/3/21
Public Works and Public Utilities Committee: 3/8/21
Governing Body: 3/10/21

Councilor Lindell moved item 7f from the consent agenda to the discussion agenda.

MOTION: Councilor Abeyta moved, seconded by Councilor Villarreal, to approve the resolution as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Abeyta, Councilor Villarreal, Councilor Romero-Wirth, Councilor Lindell, Councilor Cassutt-Sanchez

Against: None

Abstain: None

7. **PRESENTATION**

a. Debt Financing Options- GO Bond, GRT Bonds, Enterprise Bonds (Bradley Fluetsch, Financial Planning and Investment Manager, 955.6885,

bjfluetsch@santafenm.gov) (Peter Franklin, pfranklin@modrall.com, George Williford, George.Williford@hilltopsecurities.com)

b. Financial framework of the Enterprise Funds within the Public Utilities Department.(Shannon Jones, Public Utilities Director, swjones@santafenm.gov, 955-4267 and Marcos Martinez, Assistant City Attorney, mdmartinez@santafenm.gov, 955-6502)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: March 22 2021**

End time: 7:37 PM

12. **ADJOURN**

Liaison

Chair

City of Santa Fe
FY20 Review and FY21 Update

March 2021

Agenda

- FY20 Review- Finance Department Staff
- FY21 Economic Update- Dr. Reilly S. White
- FY21 Revenue Update- Finance Department Staff

Santa Fe Update
Featured Points

- One Year Ago- March & April 2020- Santa Fe faced uncertain economic outlook with the steep and sudden onset of a recession - unprecedented unemployment levels and declines in local economic sectors like tourism and retail with only 3 months in the FY20 to adjust
- One Year Later- FY21 and FY22 improved forecast - Key economic drivers include:
  - Strong consumer savings over the past year is powering higher demand for Travel, Healthcare, and Retail Spending
  - Federal stimulus (both consumer and State and Local government support)
  - Continued strength in Construction, Professional, Scientific and Technical Services, Real Estate and Financial Services
  - Recovery in Accommodations and Food Service, Arts and Entertainment, Retail, Healthcare
- FY21 City Revenues are expected to show continued improvement. Between now and end of FY21 the City is positioned to adjust budget to spend unanticipated revenue
- FY22 revenue is forecasted for improvement over FY21 budget, ex: GRT and Lodgers Tax, which will support hiring into critical vacant/unfunded positions, and support spending in the local economy in FY22
- Potential Risks- More dangerous variant of the virus causes closures and restrictions

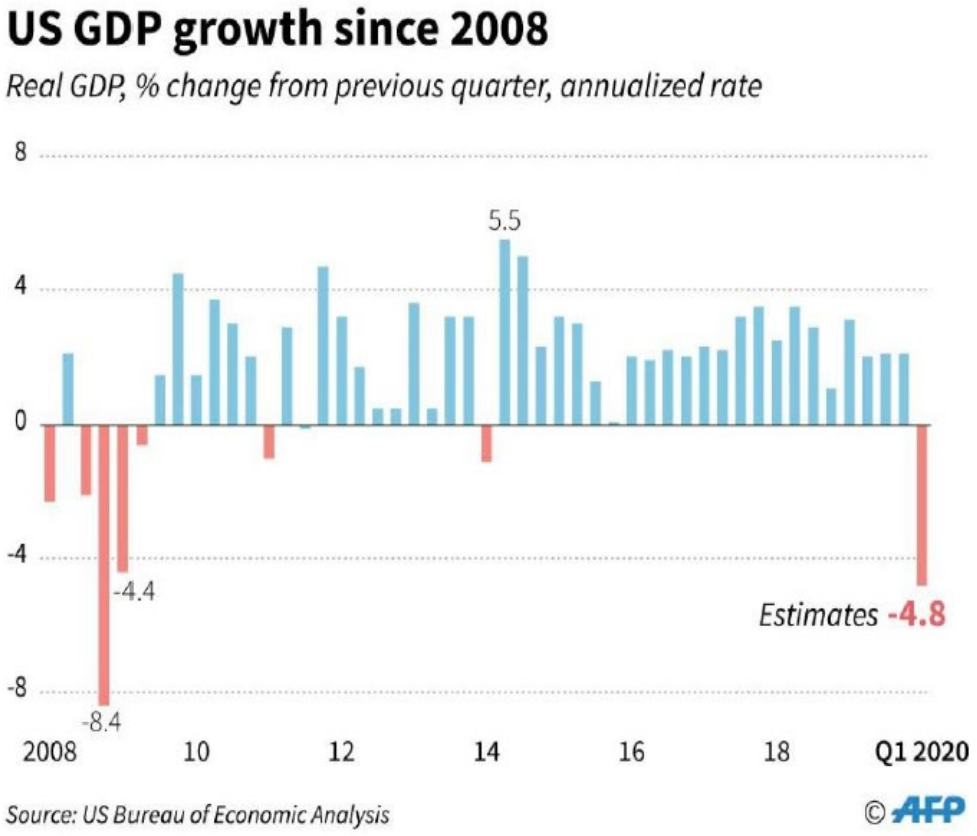

La Villa Real de la Santa fé de San Francisco de Asís
1610
1821
1846

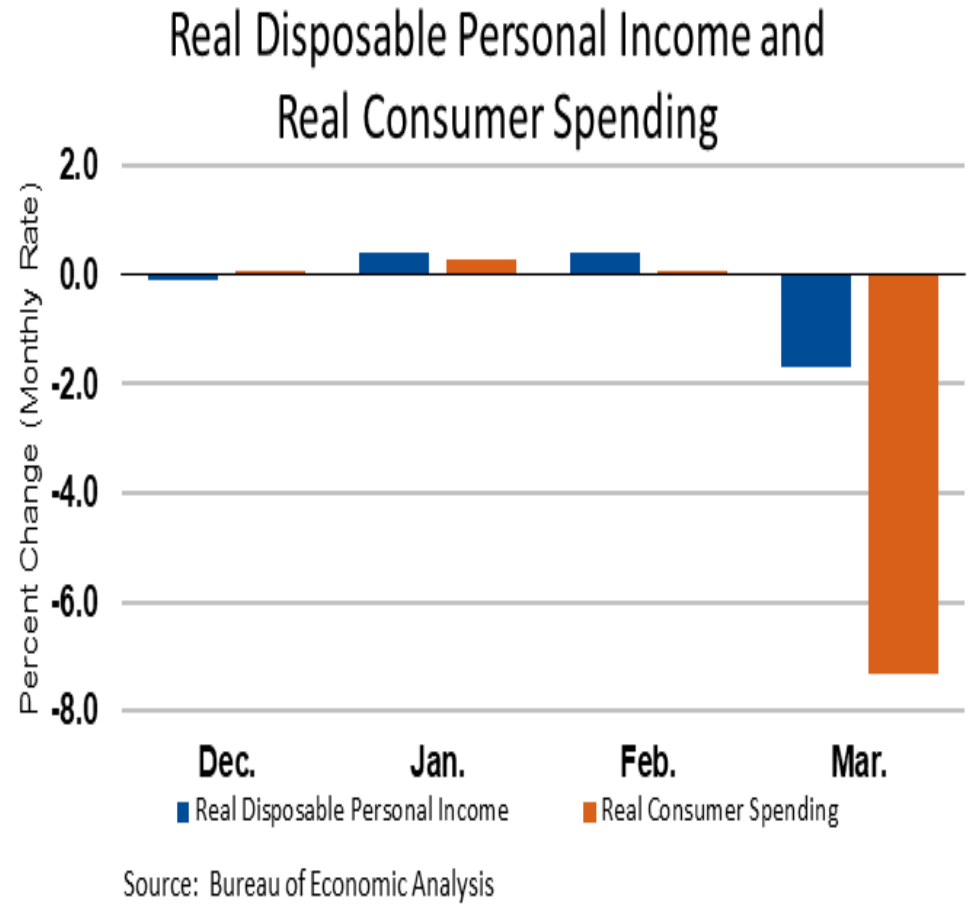
FY20 Review

FY20 Review

Spring 2020, National Economic Data

- 2020 1Q data indicated a national recession in full swing and initial economic outlook for GDP and consumer spending for the remainder of 2020 and 2021 were bleak due to high transmission rates, and the uncertainty of the timing of a vaccine.
- U.S. economy shrank by 4.8% in the first quarter of 2020, the sharpest decline since the 2008 financial crisis and U.S. Consumer spending decreased 7.6% in the first quarter of 2020.

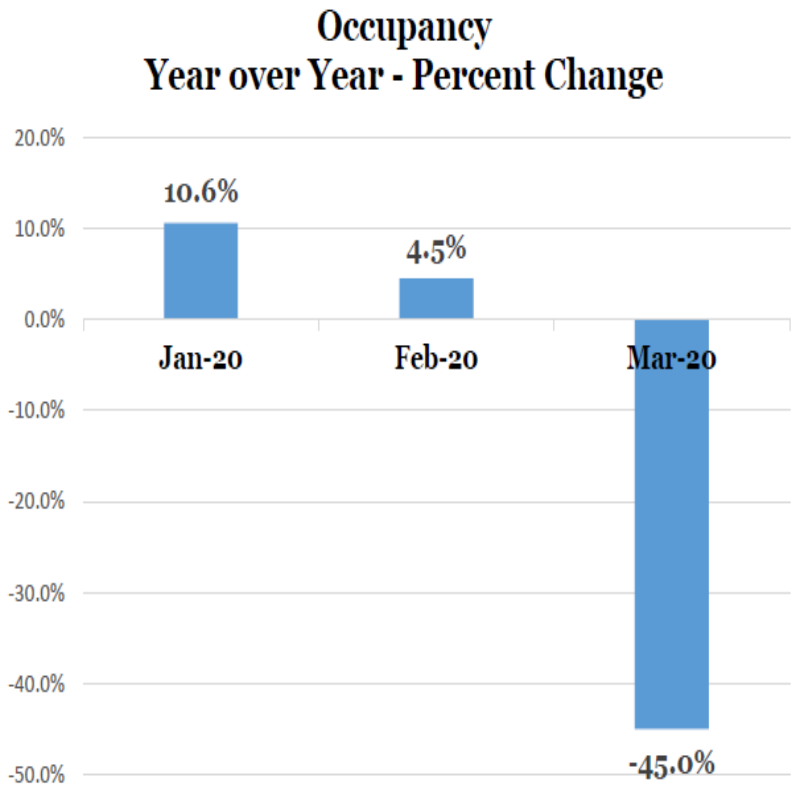


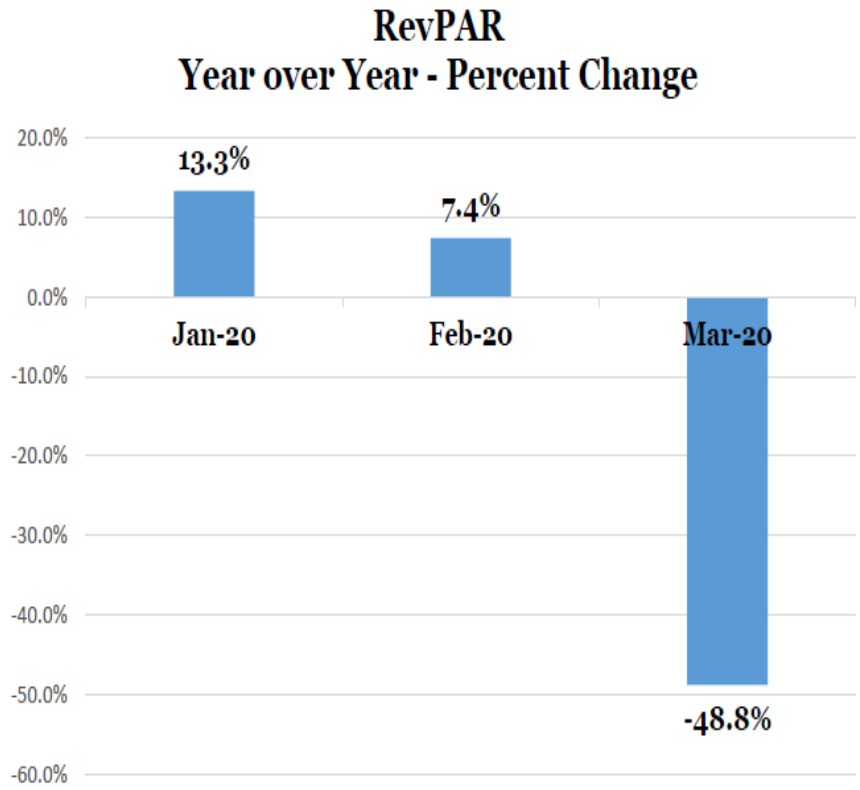


FY20 Review

Spring 2020, Local Tourism Industry Data

- Trends in initial Santa Fe tourism industry data an early indicator City revenue would decline.
- March 2020 hotel occupancy decrease 45% and revenue per available room (RevPAR) decrease by close to 50%. Hotel occupancy decreased further from 63.8% in April 2019 to 15.1% in April 2020.
- Santa Fe Airport data showed passenger traffic declined 98 percent from 21,213 passengers in February 2020 to 502 passengers in April 2020.





FY20 Review

Spring 2020, Local Employment Impacts of Pandemic

- With the stay at home orders in the Spring of 2020, Many of Santa Fe's major employers closed, partially or fully.
- Given the uncertainty and loss of revenue, some of these major employers either furloughed or laid off employees like Christus St. Vincent Regional Medical Center, the Santa Fe Community College, casinos and hotels.
- When faced with the prospects of shut downs and revenue declines, other major Santa Fe Metro Area employers, such as hotels and casinos, also laid off and furloughed employees, contributing to the high unemployment numbers in Santa Fe and lost taxable gross receipts for business and lost wages for Santa Feans.

SANTA FE METROPOLITAN AREA EMPLOYERS		
Employer	**Business**	**# of Employees**
State of New Mexico	Government	20,000+
Christus St. Vincent	Healthcare	2000-3000
City of Santa Fe	Government	1000-2000
County of Santa Fe	Government	1000-2000
City Of Gold Casino	Tribal	500-999
Buffalo Thunder Resort and Casino	Tribal	500-999
Santa Fe Community College	Education	500-999
Wal-Mart	Retail	500-999
Eldorado Hotel and Spa	Tourism	250-499

FY20 Review

Spring 2020, Local and State Initial Unemployment Claims

- Initial unemployment claims quickly pushed unemployment in New Mexico above the highest point of unemployment that occurred during the 2008 recession, which was close to 3,000 statewide.
- Within a four week period, for Santa Fe County alone, NM Department of Workforce Solutions was reporting a total of 8,427 initial unemployment claims.

Initial Unemployment Claims, Week Ending Date

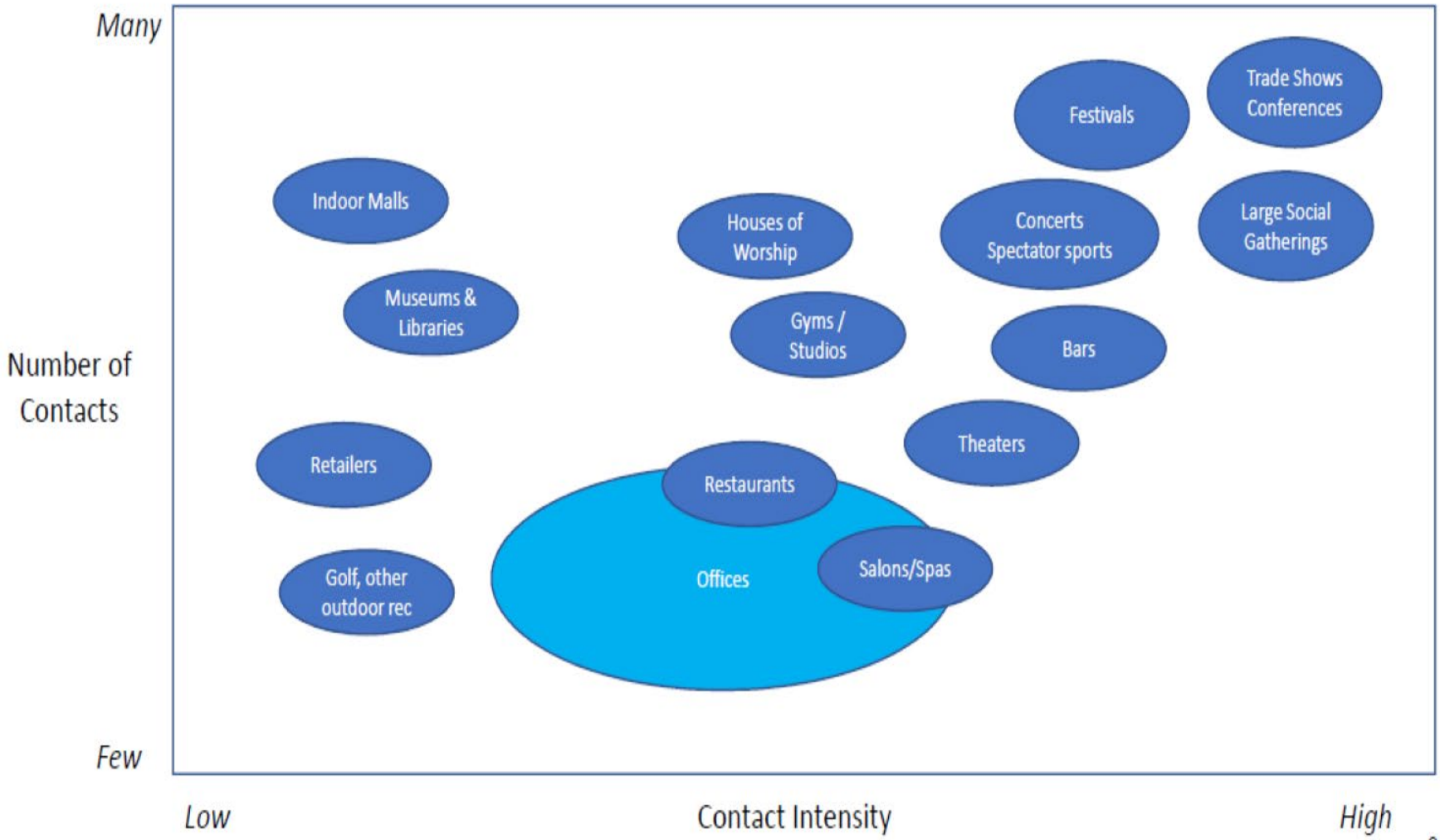
	3/7/2020	3/14/2020	3/21/2020	3/28/2020	4/4/2020	4/11/2020	Total
Santa Fe County	39	53	1,864	2,692	2,372	1,407	8,427
Statewide*	659	834	18,113	27,854	26,142	19,047	92,649
SF as % of Total	6%	6%	10%	10%	9%	7%	9%

*Statewide weekly high during last recession was just over 3,000

FY20 Review

Spring 2020, Impacts of Pandemic on Local Economy

- Understanding the unique nature and risks of the pandemic to the economy has been an important part of understanding the impact to different sectors of the Santa Fe economy.
- Overall, the taxable gross receipts in Santa Fe decreased $504 million, or 14%, when comparing the period of February 2020 – January 2021 data to February 2019 – January 2020.

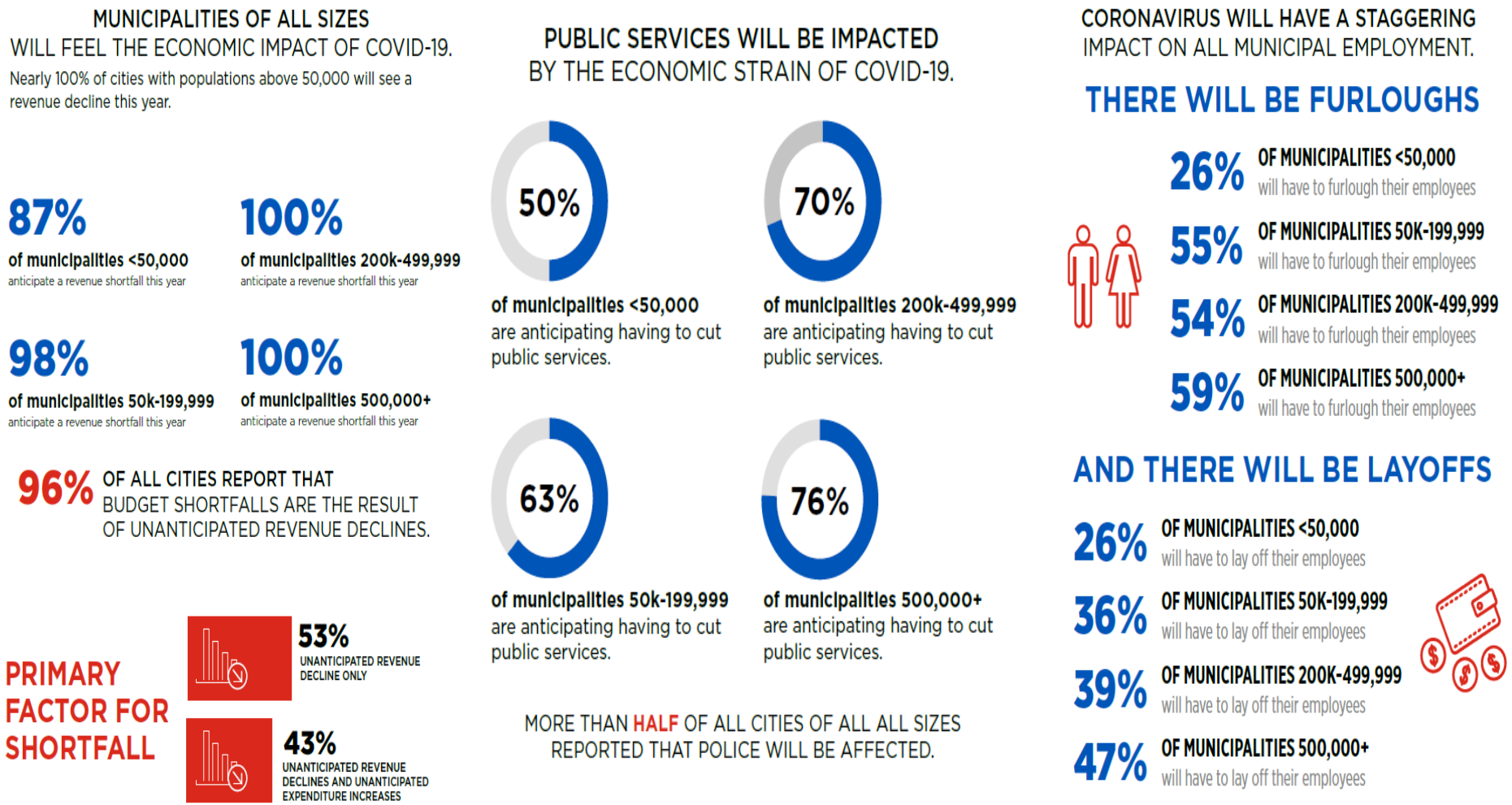


Source: Adapted from Johns Hopkins University, Bloomberg School of Public Health, Center for Health Security. Public Health Principles for a Phased Reopening During COVID-19: Guidance for Governors. April 7, 2020

FY20 Review

Spring 2020, Impacts of Pandemic on Local Government

- Last spring, City governments nationwide were also grappling with uncertainty and lost tax revenue from stay-at-home orders to prevent the spread of the virus.
- Cities surveyed nationwide had unanticipated revenue shortfalls, increased costs of responding to the public health emergency leading to reductions in public services and furloughs and layoffs for municipal employees.



2020 Federal Stimulus Worked

Stimulus helped us not fall off as deep of a cliff as we originally feared.

- Legislature issued a report in December 2020 concluding that $9.3 billion in federal stimulus aid that New Mexico received during the coronavirus pandemic was a lifeline that helped cushion state and local governments from a massive drop in tax revenue.
- In Spring 2020 State of New Mexico received $1.25 billion in Federal Cares Act funding
- In September, the City of Santa Fe received $17.5 million in Cares Act Funds from the State
- The $1,200 federal stimulus that was sent to most Americans as well as the weekly additional $600 in federal funding added to unemployment checks through July 25 helped improve the economy
- The Federal Stimulus kept many businesses afloat and helped workers who lost their jobs
- The stimulus packages helps businesses and unemployed workers, and the individual stimulus checks would inject money into the local economies that would indirectly bump City revenues
- These federal dollars have played an essential role in keeping New Mexico's economy from facing a severe depression and in preventing the City budget from experiencing larger shortfalls



FY21 Economic Update



Reilly S. White, PhD
Principal, Erebor LLC

- Tenured Associate Professor of Finance, UNM
  - Director, $4.5 Million Student-Run Portfolio
  - Daniels Fund Ethics Fellow
- 15 Years of Experience in Economic Analysis, Banking, Budgeting, and Academic Research

Areas of Expertise

- Budget Forecasting and Modeling
- Portfolio Analysis
- Scenario Analysis and Forecasting
- Cryptocurrencies and Financial Technology
- Financial Literacy

Range of Experience

- 15 Peer-Reviewed Publications over the last several years, including work in the *Journal of Corporate Finance*, *Physica A*, and *Technological Forecasting and Social Change*
- Developed early-stage model for COVID impacts on unemployment in poverty; modeled portfolio risk scenarios for wealth managers; co-wrote (with students) a free financial literacy manual.
- Frequent guest speaker and panelist at International Conferences and Events

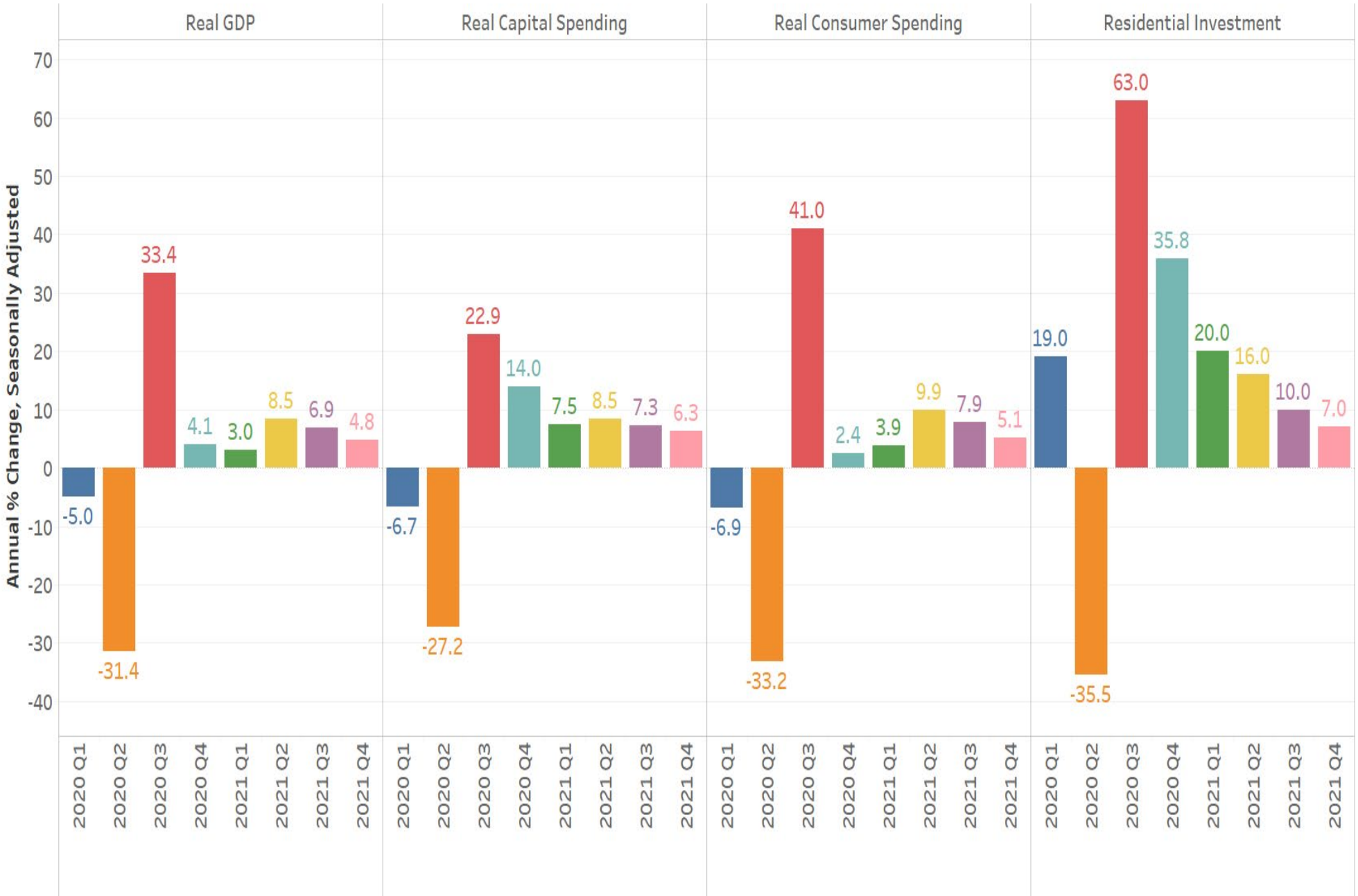
National Economic Overview
Summary

- Robust and continued economic recovery
  - 2021 GDP growth expected to near 6%
  - Low-to-moderate inflation expectations
  - Continued recovery in travel and leisure, consumer spending
  - Federal Reserve will keep rates near 0%, encouraging rapid economic growth

- Significantly lower recession probability (12%)
  - Persistent Unemployment remains an area of concern.

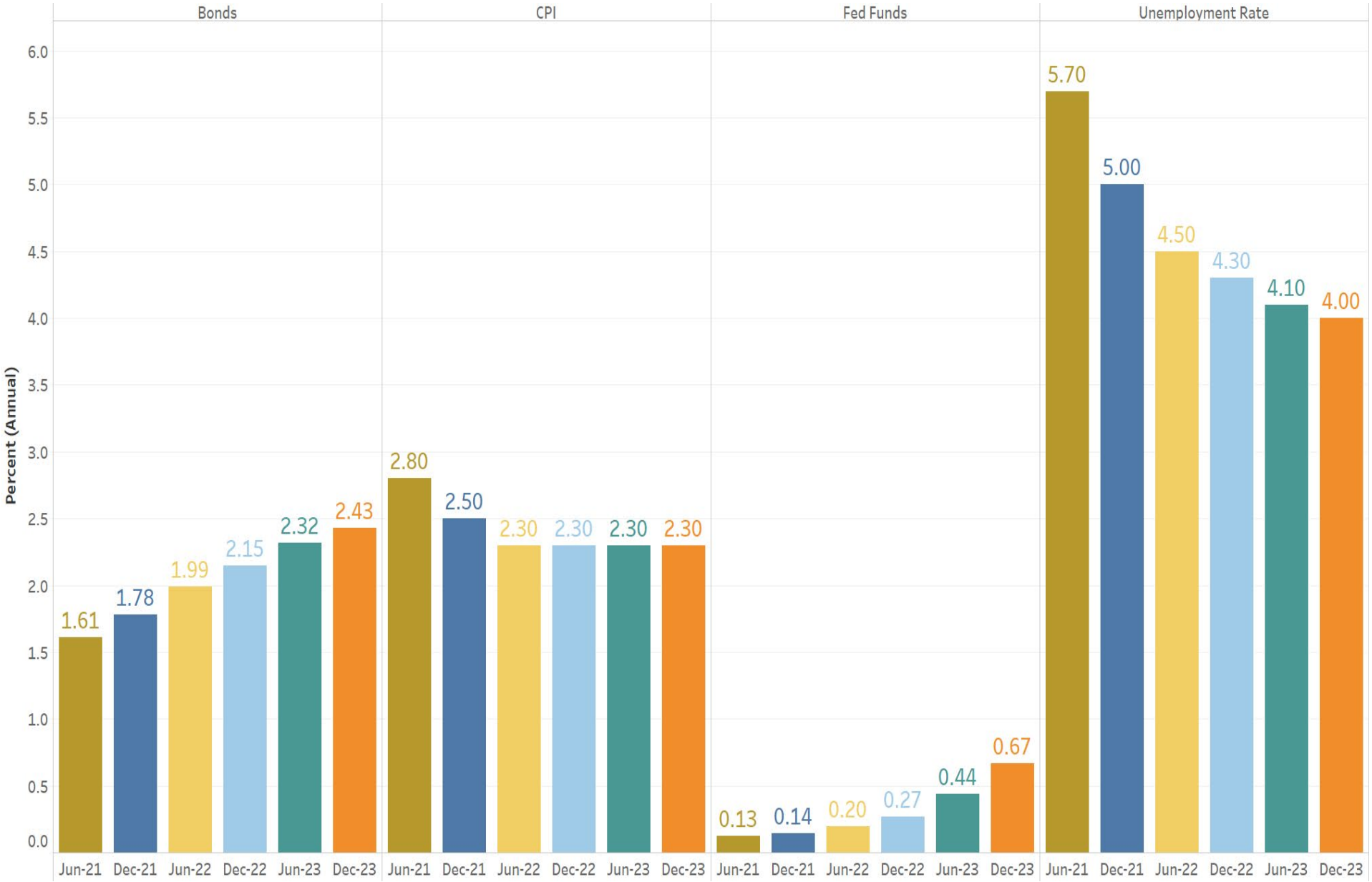
Major Macroeconomic Indicators

Consumer Confidence Board, Consensus Estimates



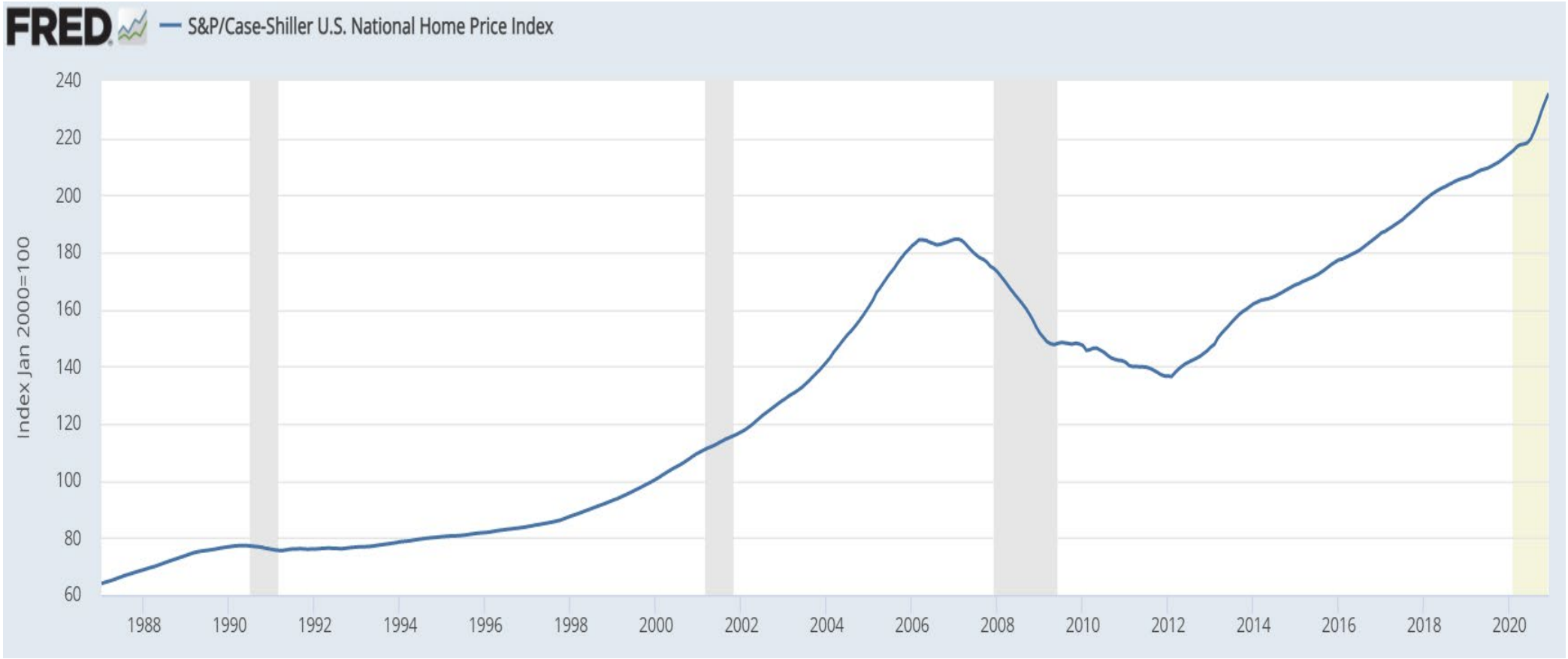
Major Macroeconomic Indicators

WSJ Economist Consensus, March 2021

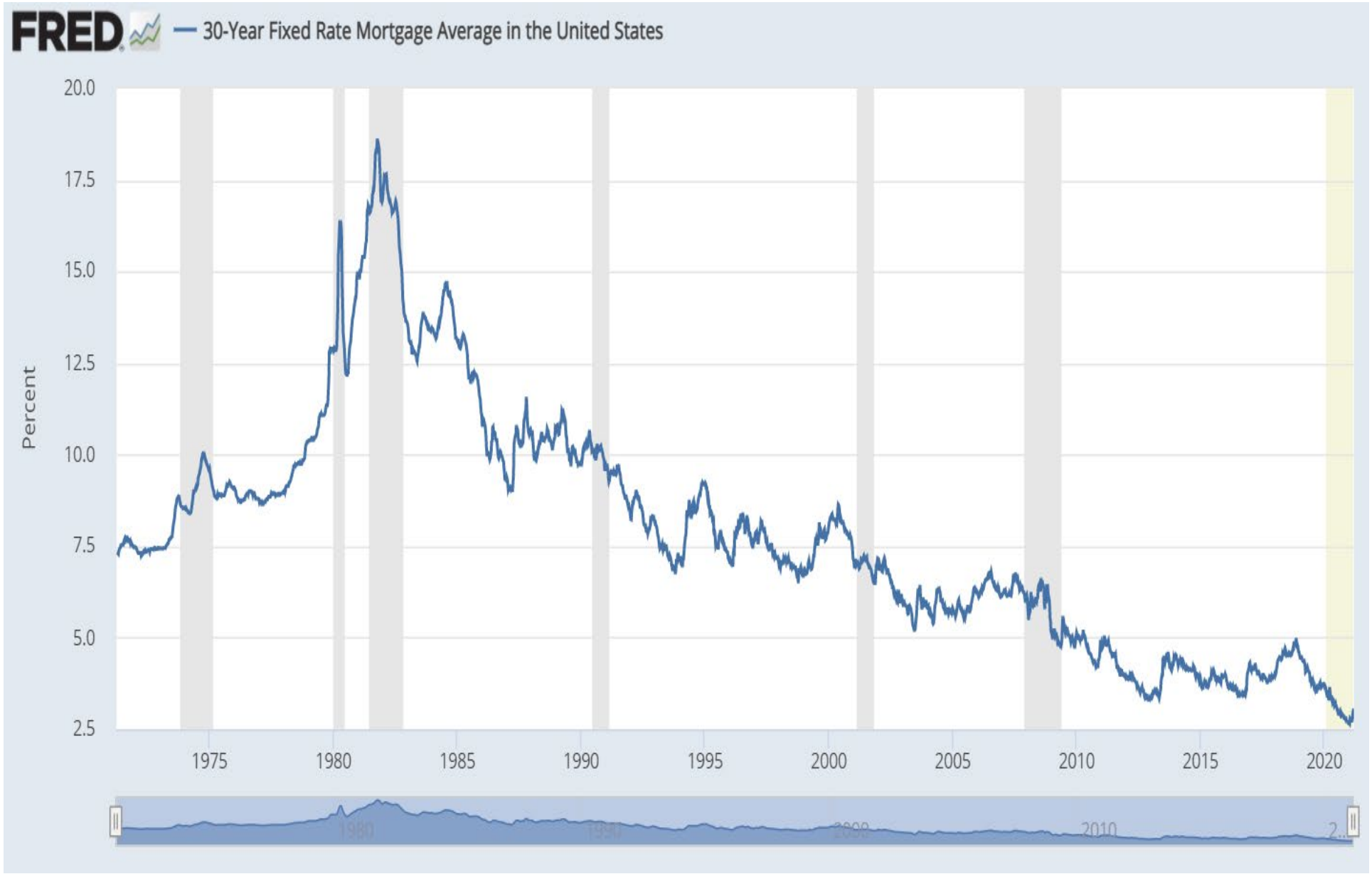


US Real Estate Appreciation

1987-2020, where Jan 2000=100

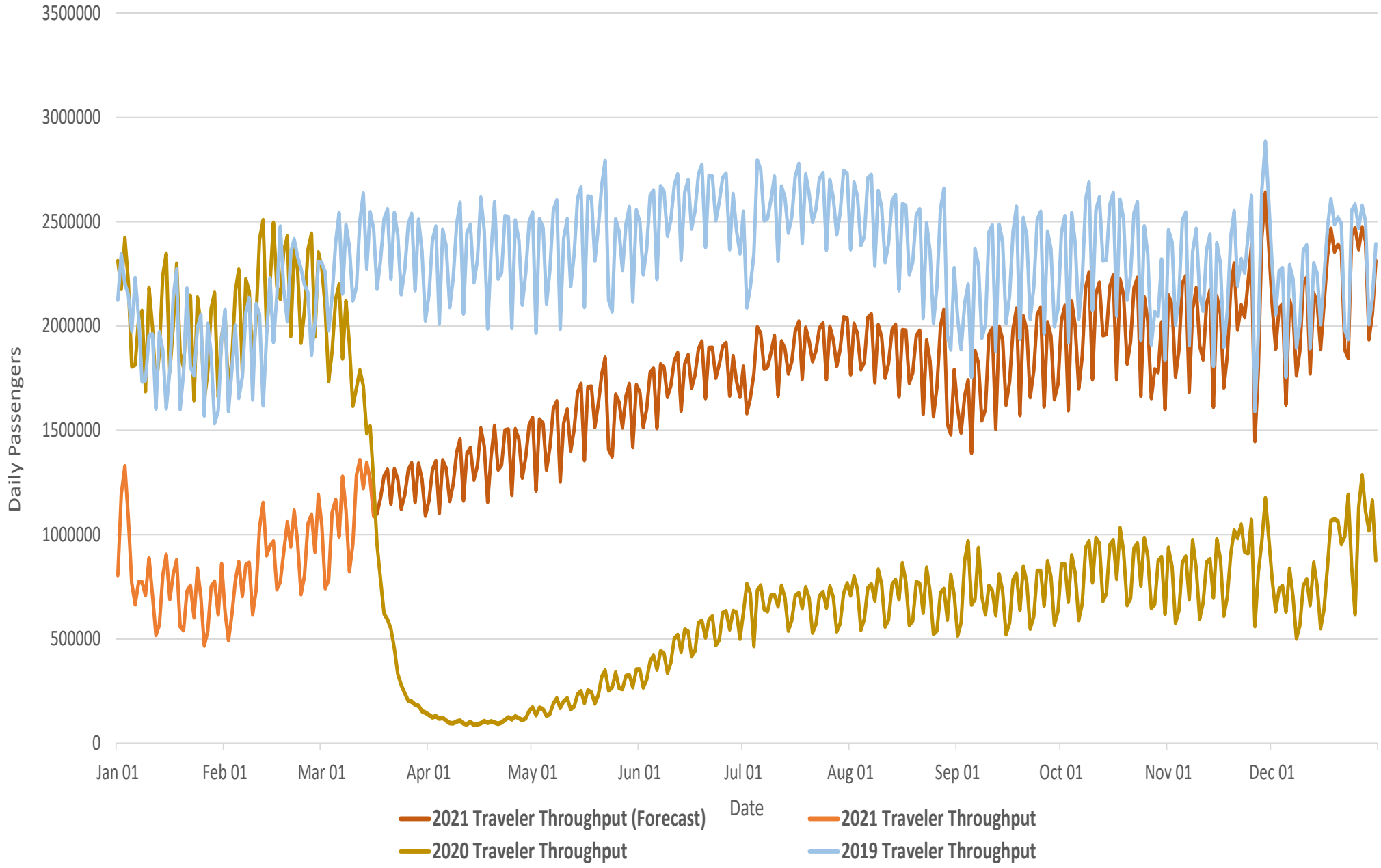


30-Year Average Fixed Mortgage Rates
1971-2021



Daily TSA Checkpoint Travel Numbers

2019-2021 (Forecasted)



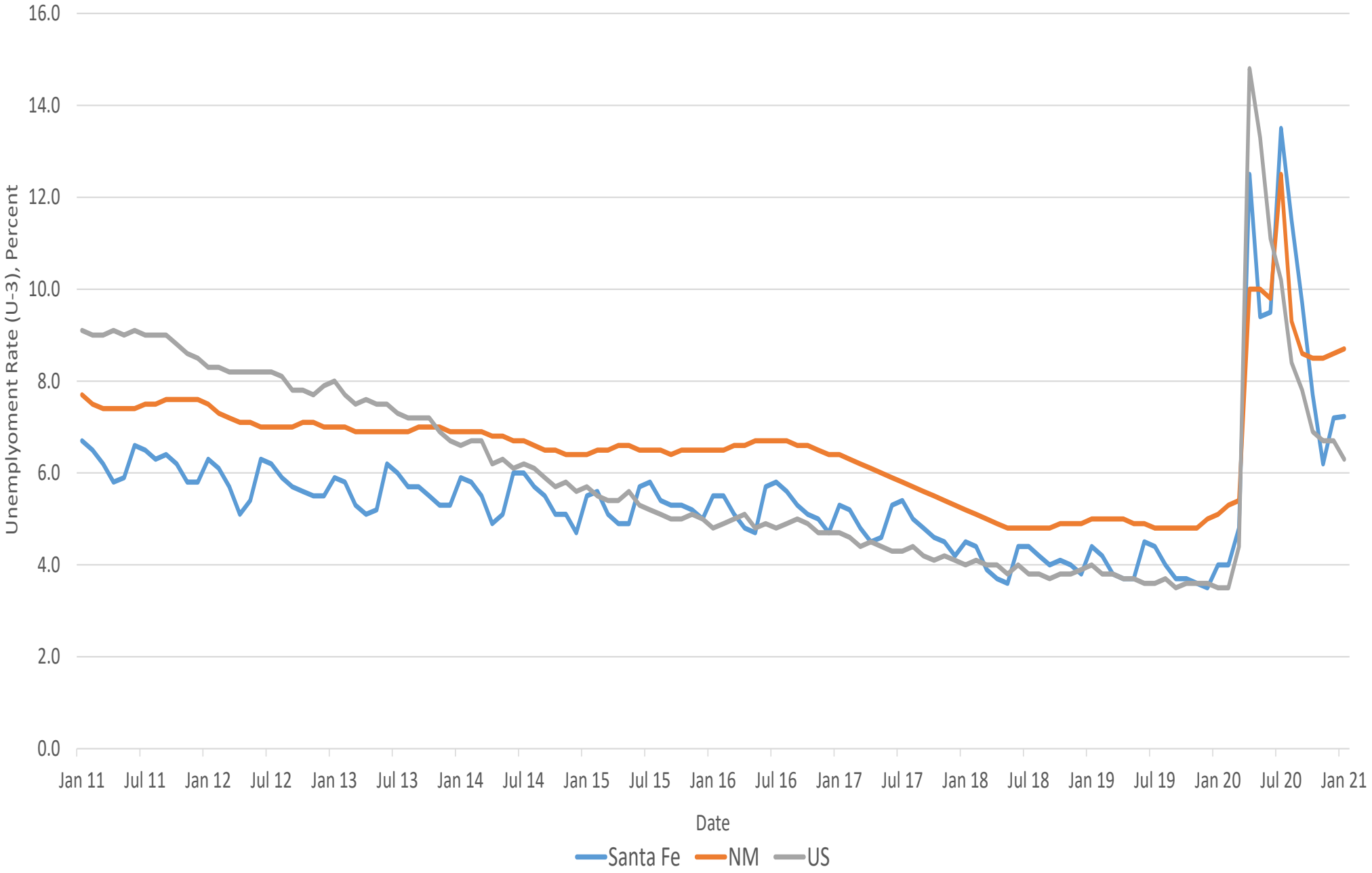
$1.9 Trillion Stimulus
Anticipated Economic Impacts

- 2021 Yearly GDP Growth will be the *highest since 1983*, accelerating hiring (~3 million jobs) and boosting both savings and spending rates.
- Inflation above 2% is likely, but the affect is anticipated to be short-lived.
- $350 Billion in State and Local outlays should boost core services and maintain employment levels for municipal employees nationwide.
- Consumer spending and retail sales will likely exceed expectations

New Mexico Economic Overview
Summary

- Economic Growth Continues
  - Headwinds: persistently high unemployment
    - Depressed employment in oil and gas (-32% YoY), leisure and hospitality (-30% YoY), government (-8% YoY), and financial activities (-11% YoY)
  - Robust residential real estate growth and improving inventories
  - Oil and Gas Sector should recovery slowly with steady oil prices above $60/bl

State Unemployment Dynamics, 2011-2021

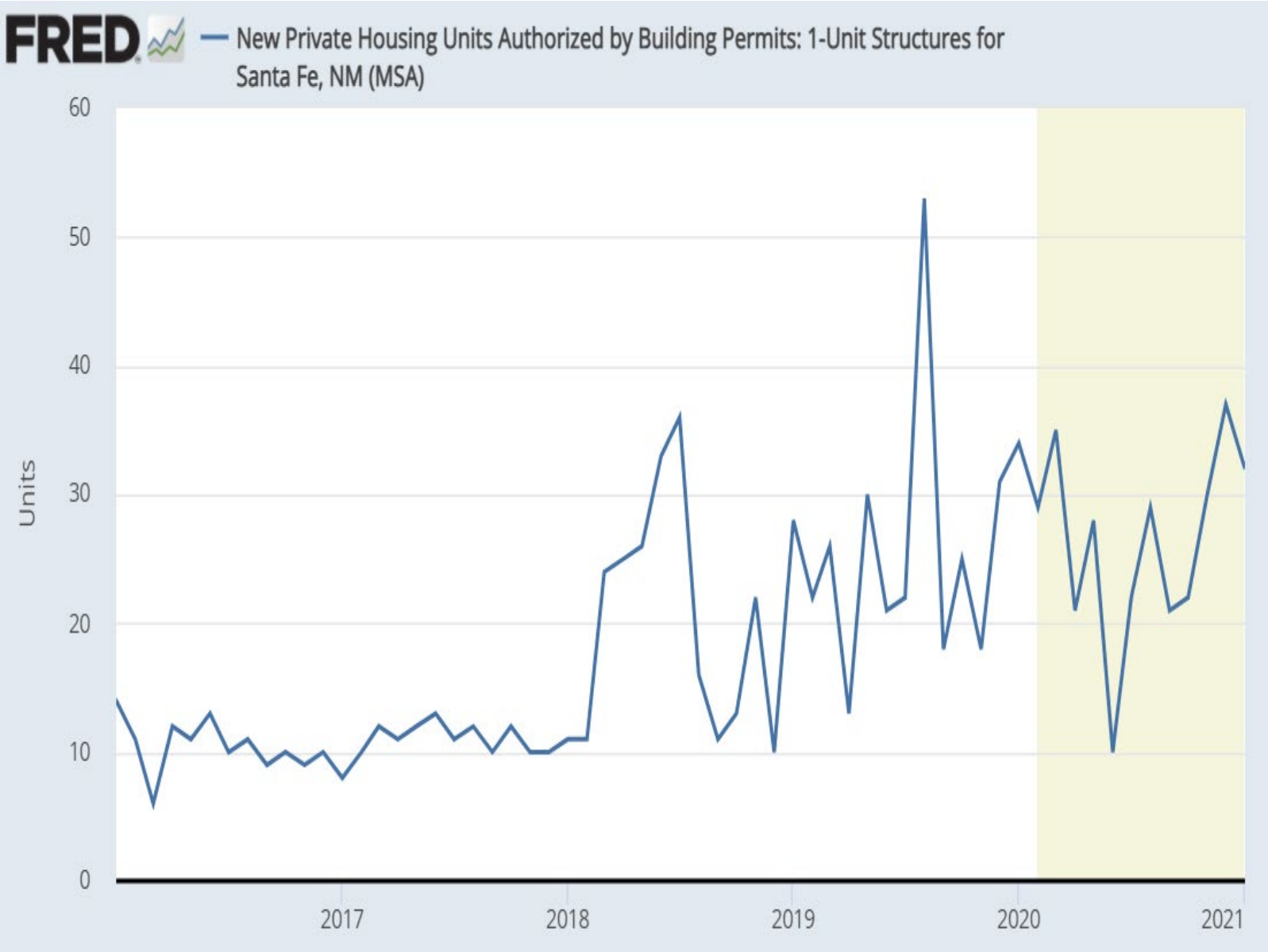


Santa Fe Economic Overview
Summary

- Economic Growth Continues
  - Steady recovery in tourism expected in FY 2021, FY 2022
  - Gradual improvement improvements in hotel occupancy, restaurant spending
  - Low rates have powered rapid appreciation in Santa Fe Real Estate (15-25% in calendar year 2020, exceeding the US (11%) growth rates.
  - Construction activity has been strong and current employment has reached pre-pandemic levels.
  - Consumer spending will increase between 4-10% in FY 2021, benefitting retail establishments, particularly electronics, home furnishing, and luxury stores.
  - Public Sector Employment remains 10% below last year (roughly -1,400 jobs), but stronger fiscal positioning will allow greater hiring in this sector.

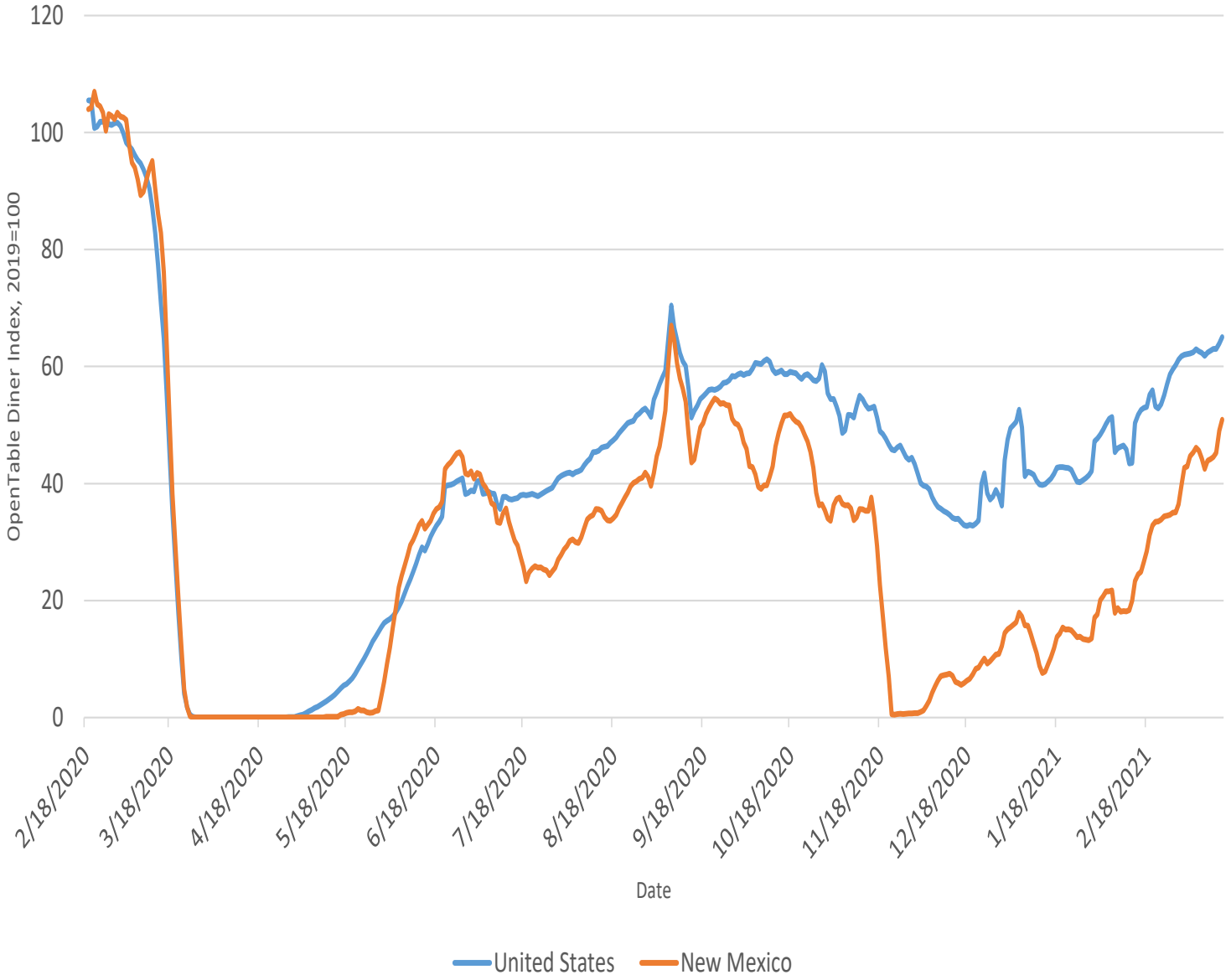
Construction Boom Continues

Monthly Data, 2016-2021



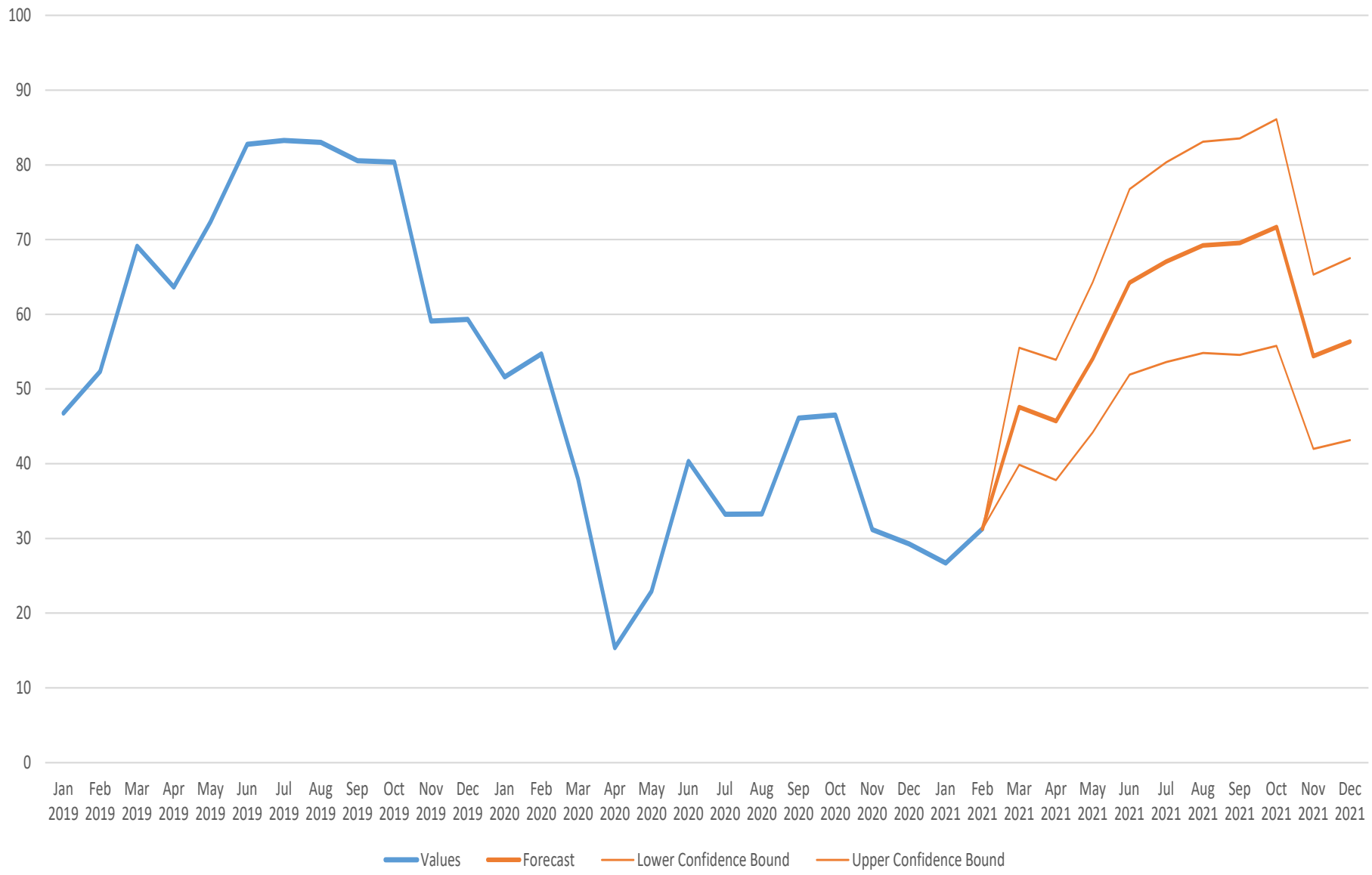
Wining and Dining

Seated Diners (2020-2021) where 2019=100



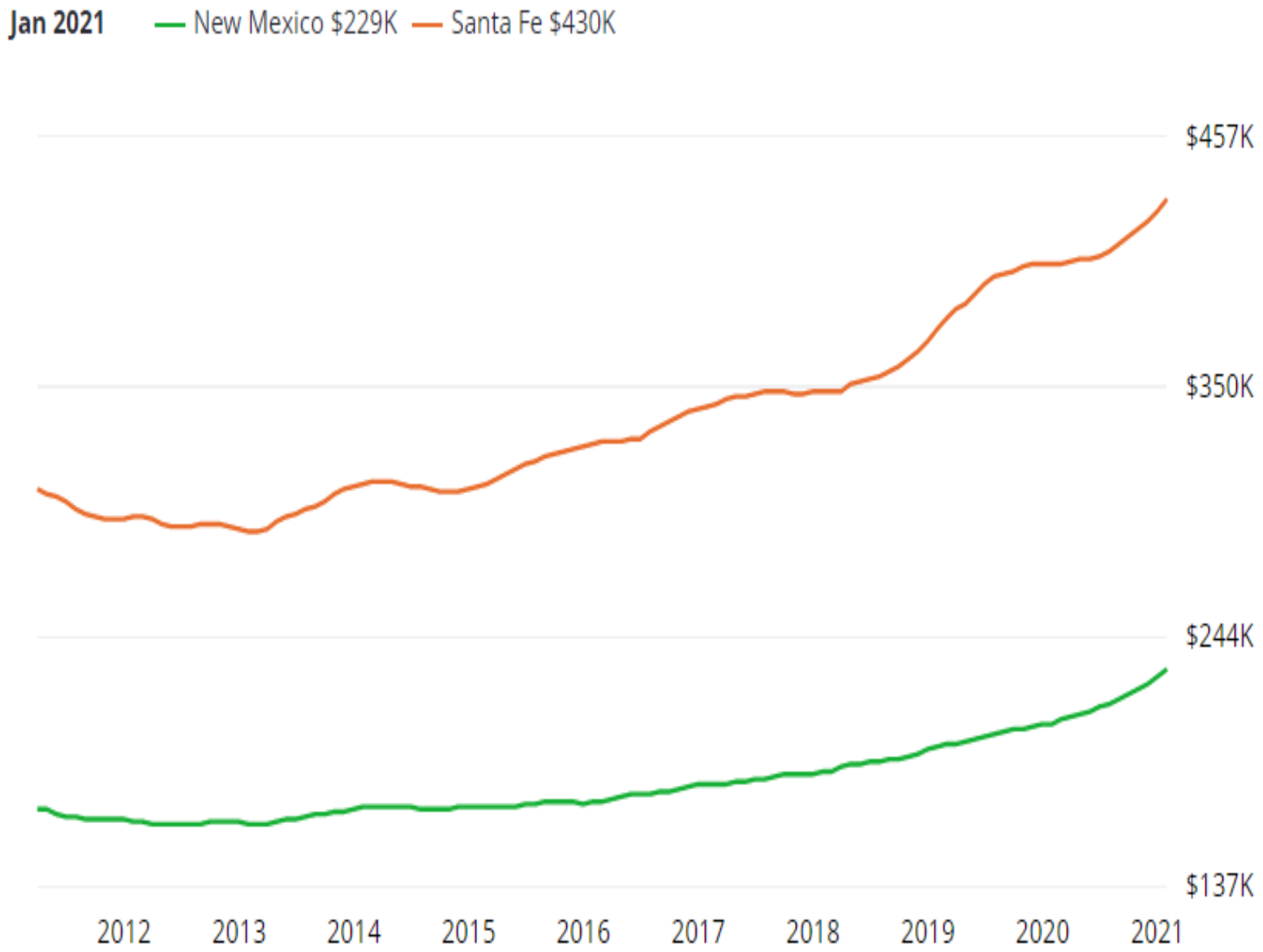
The State of the Hotel Industry

Occupancy % and Forecast, 2020-2021 (STR Data, Santa Fe)



Residential Real Estate Dynamics for Santa Fe, NM

Zillow Home Value Index



Santa Fe Economic Overview
Revenue Outlook

- The Santa Fe Economy is in a strong position for continued recovery.
  - GRT and Lodgers' Tax revenues will be bolstered by recovering economic conditions, increased travel, and pent-up consumption from historically high savings rates.
  - A robust property market, powered by low interest rates and a growing population, will allow steady growth in property tax revenue.
  - The risk of moderate inflation (3%) due to economic 'overheating' is more probable than another recession.
- Worst-Case Scenario Analysis
  - An appreciably more dangerous virus variant could force additional closures, in which GRT and Lodgers' Tax are most vulnerable. On the opposite end, higher-than-anticipated inflation generally increases both revenues and expenditures for municipalities, and represents a more complex risk.



FY21 Revenue Update

FY21 Revenue Update

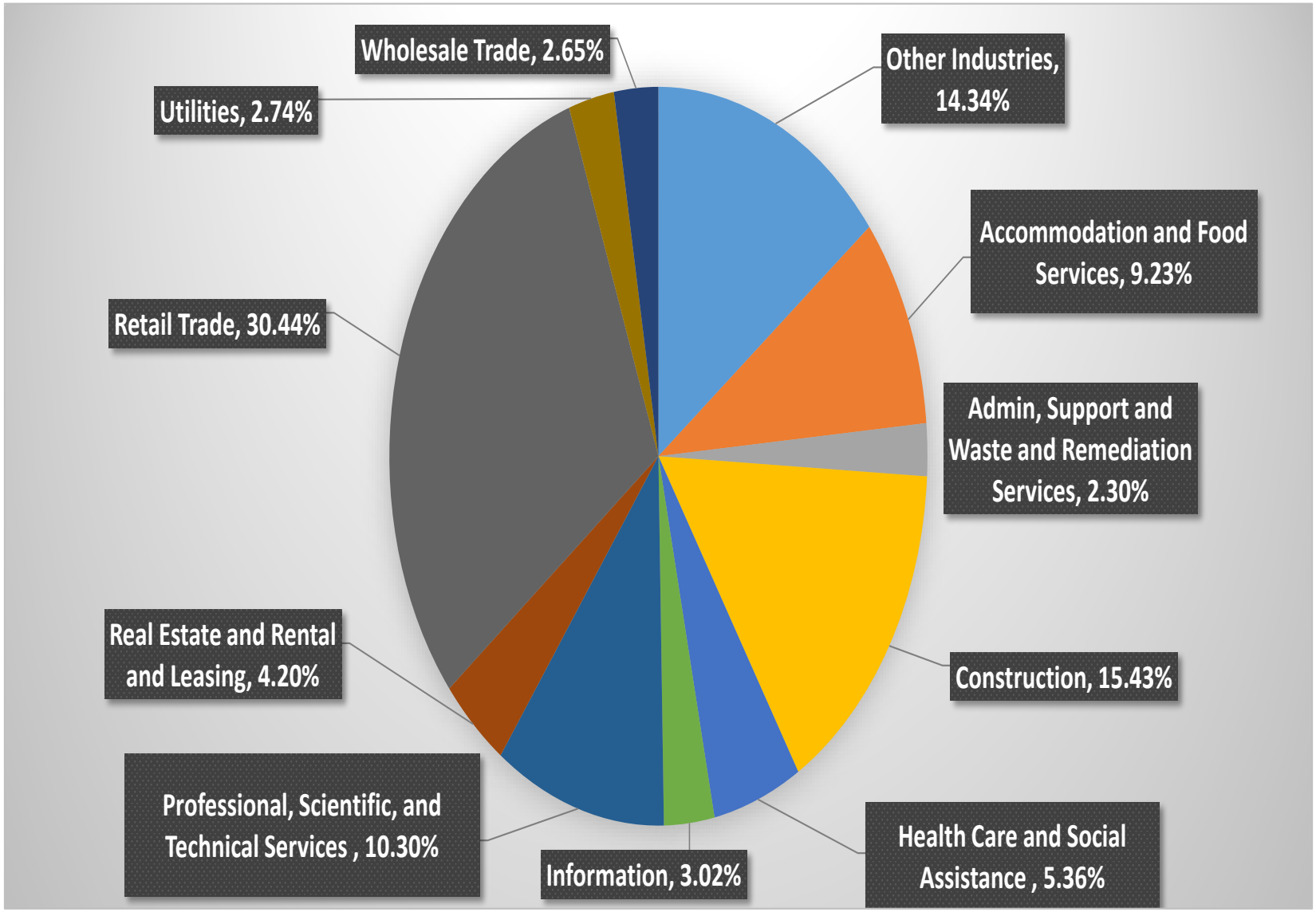
Equally important is understanding the revenue base and distribution timing for the City's Budget.

- Gross Receipts Tax revenue is the single largest source of revenue for the City of Santa Fe and has proven to be extremely volatile source of revenue during the previous economic recessions.
- GRT alone makes up close to 30% of all City revenue.
- Cities in New Mexico face a two-month lag between Gross Receipt Tax (GRT) collection and disbursement. GRT earned in March 2020 was distributed by the Taxation and Revenue Department to the City two months later, in May 2020.
- The largest single fund for the City is the General Fund. A substantial majority, or just under 70%, of the City's General Fund revenue is generated from GRT.

FY21 Revenue Update

Total Taxable Gross Receipts by Industry Sector, December 2020

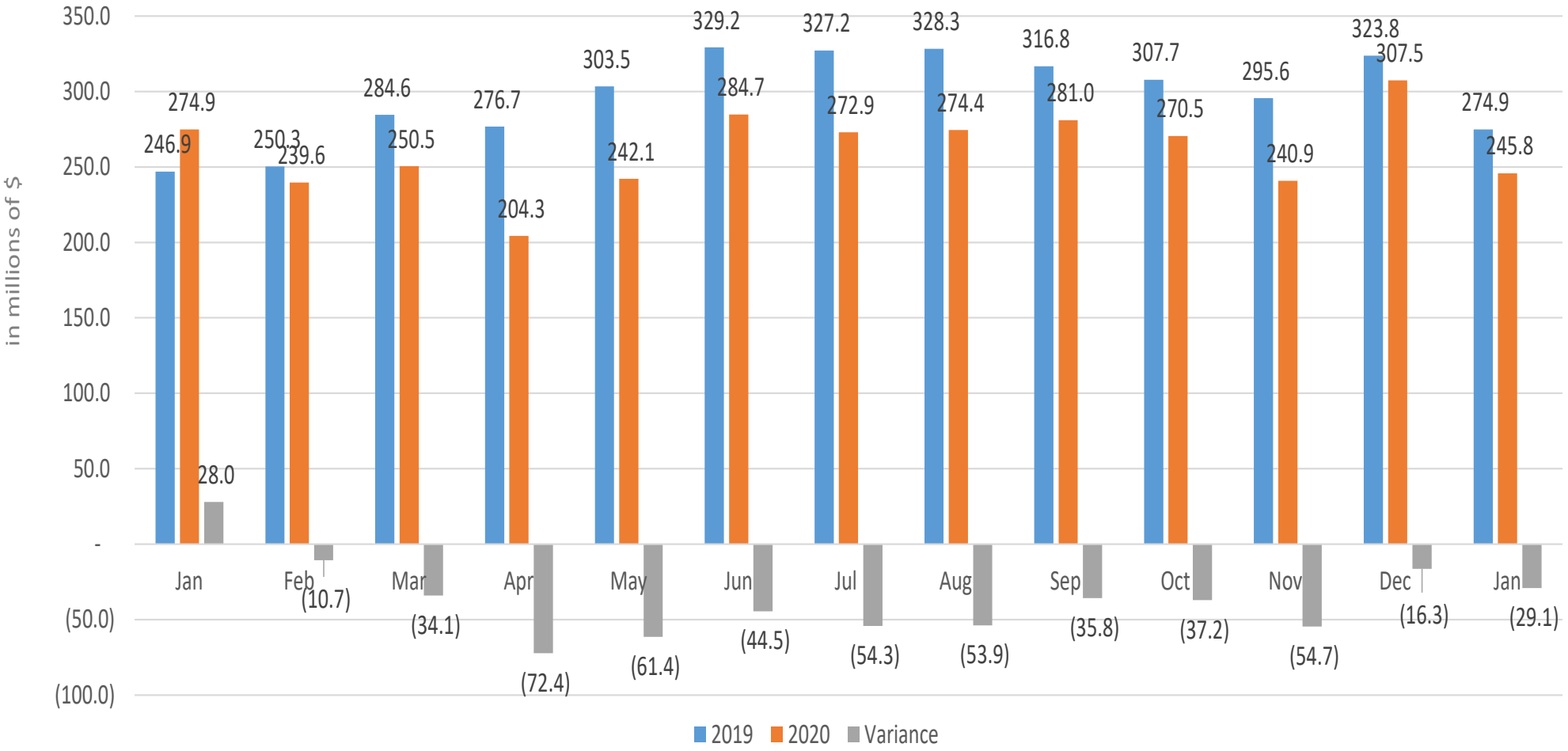
- Construction at 15% of total Taxable Gross Receipts has been a strong performer as other sectors have posted declines throughout the last year



FY21 Revenue Update

Taxable Gross Receipts, July – December FY20 to FY21 Comparison

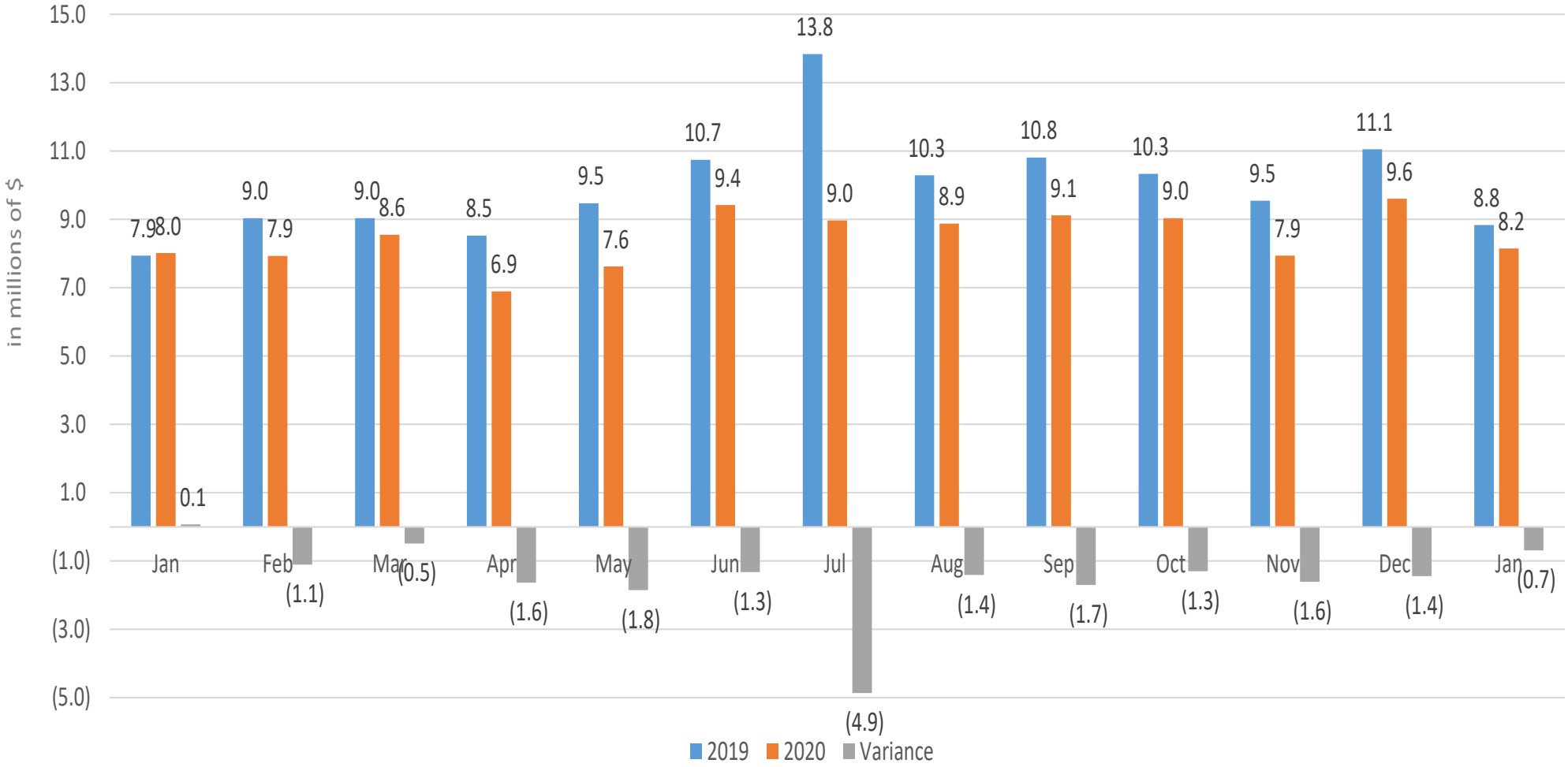
- A decrease in taxable gross receipts equates to lost revenue to Santa Fe businesses as well as lost City GRT revenue.
- The taxable gross receipts in Santa Fe decreased $504 million, or 14%, when comparing the period of February 2020 – January 2021 data to February 2019 – January 2020.



FY21 Revenue Update

Gross Receipts Tax Distribution, July – December FY20 to FY21 Comparison

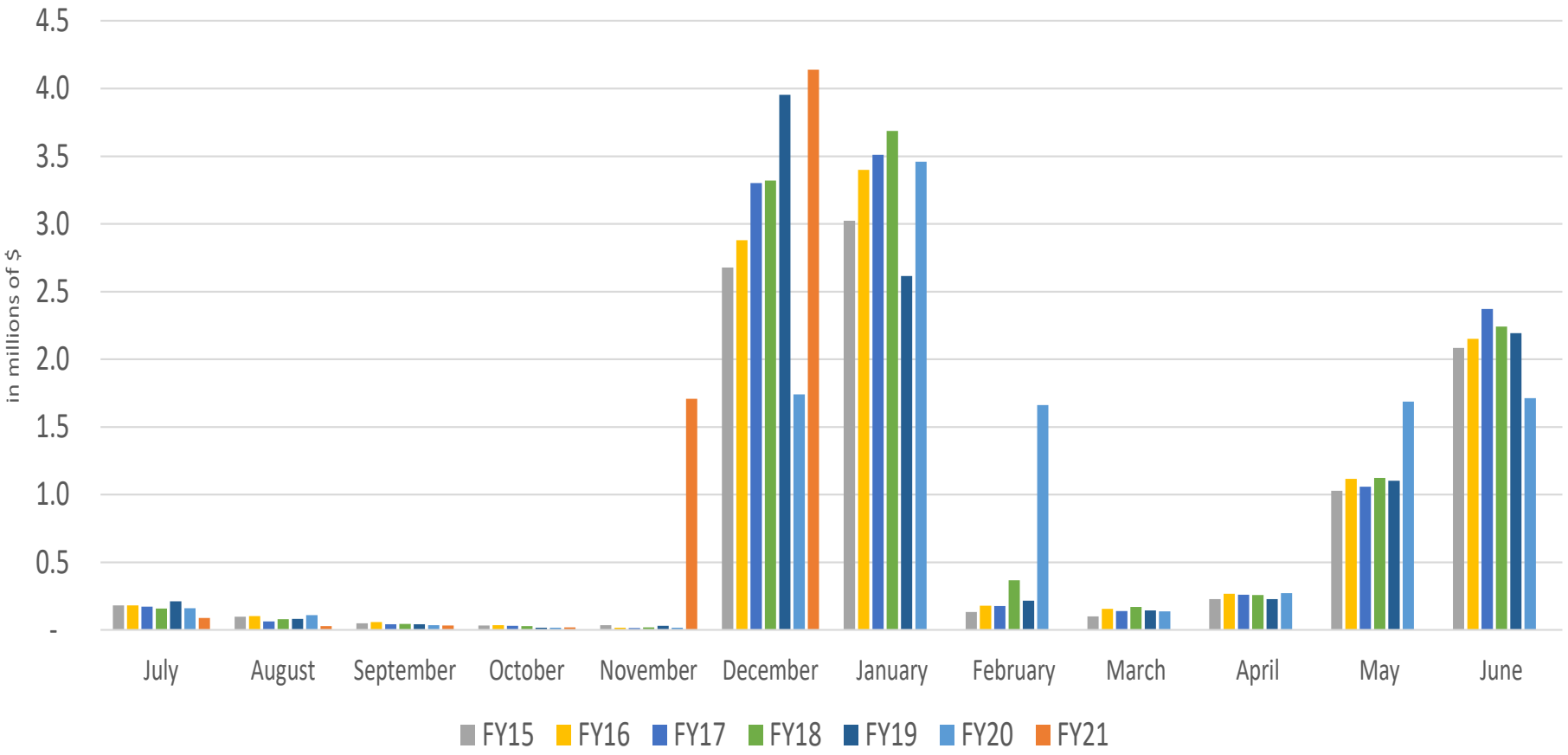
- Gross Receipts Tax revenue generated in FY21 July 2020 - December 2020 decreased $12.3M or 19%, when compared to the same period in July 2019 - December 2019.
- Year to date, the City has received 58.9% of total GRT budget of $90.7 million, exceeding the original revenue projections. Revised GRT revenue estimates are likely to reach $97M in FY21



FY21 Revenue Update

Property Tax Receipts by Month

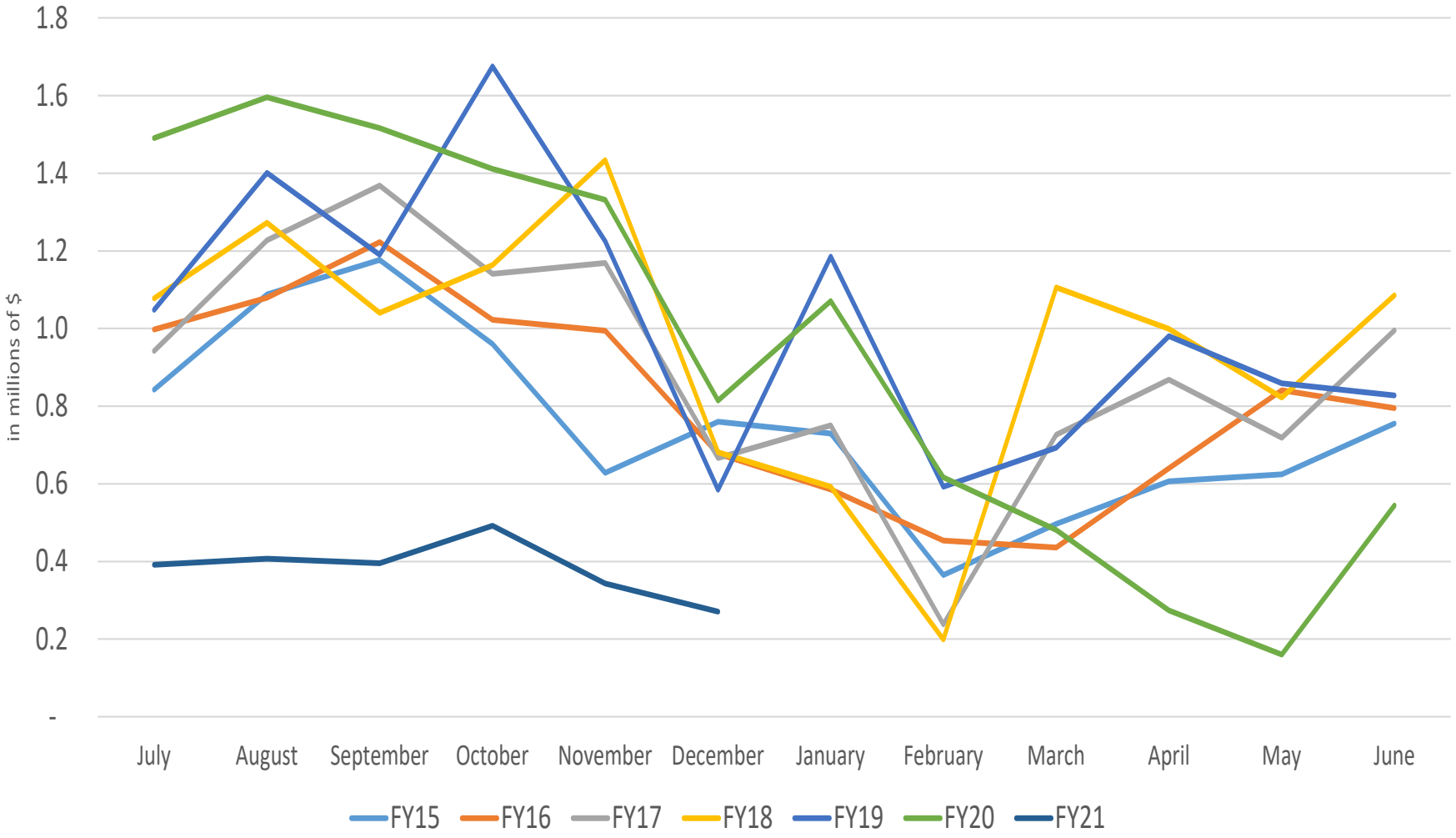
- Historically the principal disbursements of Property Tax receipts from the County to the City occur in December and January and the secondary disbursements occur in May and June.
- July to December, the City received $6M or 50% of the total Property Tax budget of $12 million, Property Tax revenue may not reach the budgeted levels in FY21



FY21 Revenue Update

Lodgers Tax Receipts by Month

- FY20 saw a decline of eight percent in Lodgers Tax Collection while FY21 Lodgers Tax revenue is coming in at 30 percent of FY20 levels.
- July to December, the City received $2.3M or 36% of the total Lodgers budget of $6.4 million
- Given these trends, Lodgers Tax revenue may not reach the budgeted levels in FY21



Next Steps

March

- FY21 Revised Revenue Estimates
- FY21 Budget Adjustments

April

- FY22 Budget Development
- FY21 Budget Adjustments

May

- FY22 Budget Submitted to DFA
- FY21 Budget Adjustments

Santa Fe Update
Featured Points

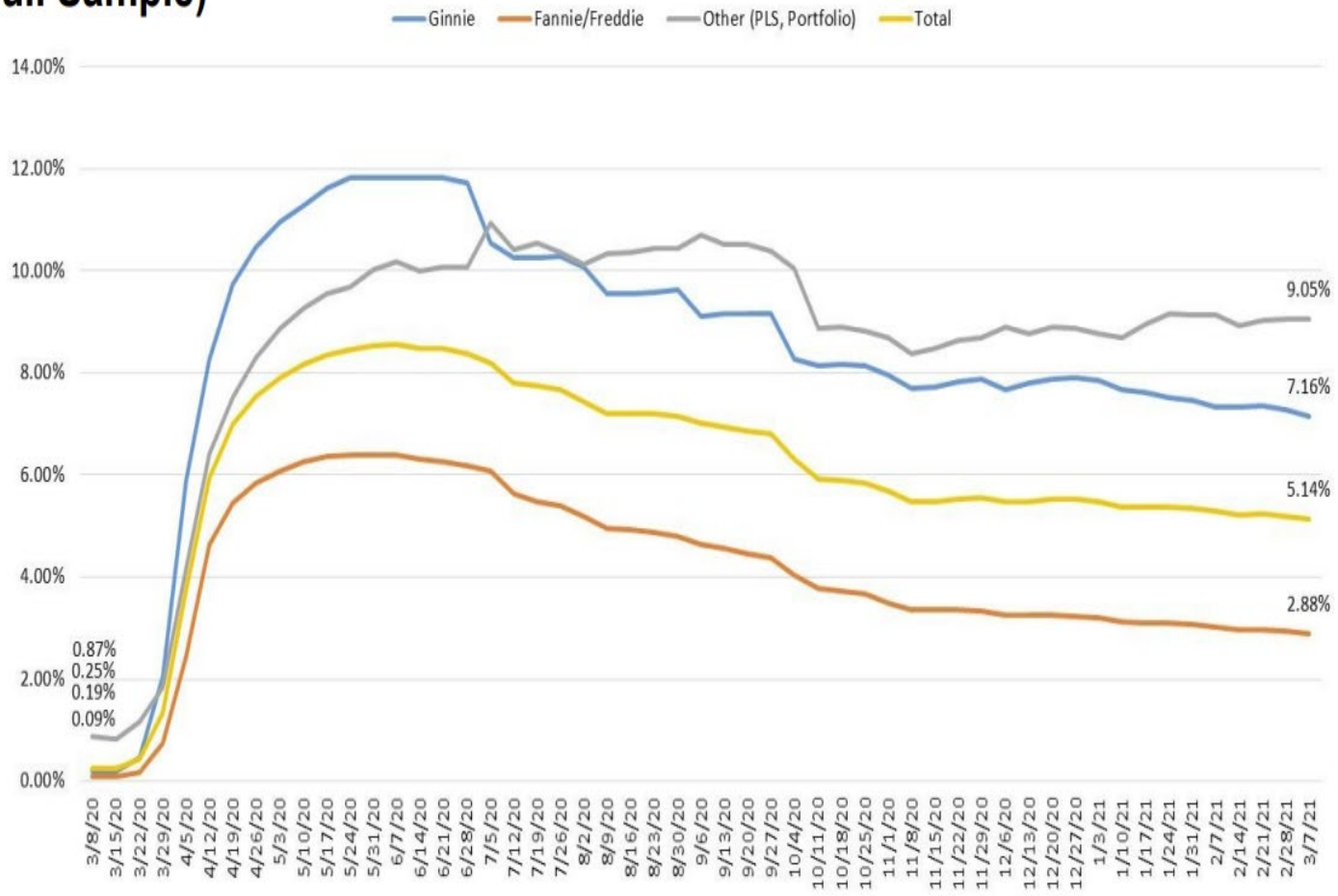
- One Year Ago- March & April 2020- Santa Fe faced uncertain economic outlook with the steep and sudden onset of a recession - unprecedented unemployment levels and declines in local economic sectors like tourism and retail with only 3 months in the FY20 to adjust
- One Year Later- FY21 and FY22 improved forecast - Key economic drivers include:
  - Strong consumer savings over the past year is powering higher demand for Travel, Healthcare, and Retail Spending
  - Federal stimulus (both consumer and State and Local government support)
  - Continued strength in Construction, Professional, Scientific and Technical Services, Real Estate and Financial Services
  - Recovery in Accommodations and Food Service, Arts and Entertainment, Retail, Healthcare
- FY21 City Revenues are expected to show continued improvement. Between now and end of FY21 the City is positioned to adjust budget to spend unanticipated revenue
- FY22 revenue is forecasted for improvement over FY21 budget, ex: GRT and Lodgers Tax, which will support hiring into critical vacant/unfunded positions, and support spending in the local economy in FY22
- Potential Risks- More dangerous variant of the virus causes closures and restrictions


La Villa Real de la Santa Fé de San Francisco de Asís
1610
1821
1846

Appendix

Appendix 1

% of Servicing Portfolio Volume in Forbearance by Investor Type over Time (Full Sample)



Source: MBA's Weekly Forbearance and Call Volume Survey, as of 3/7/21

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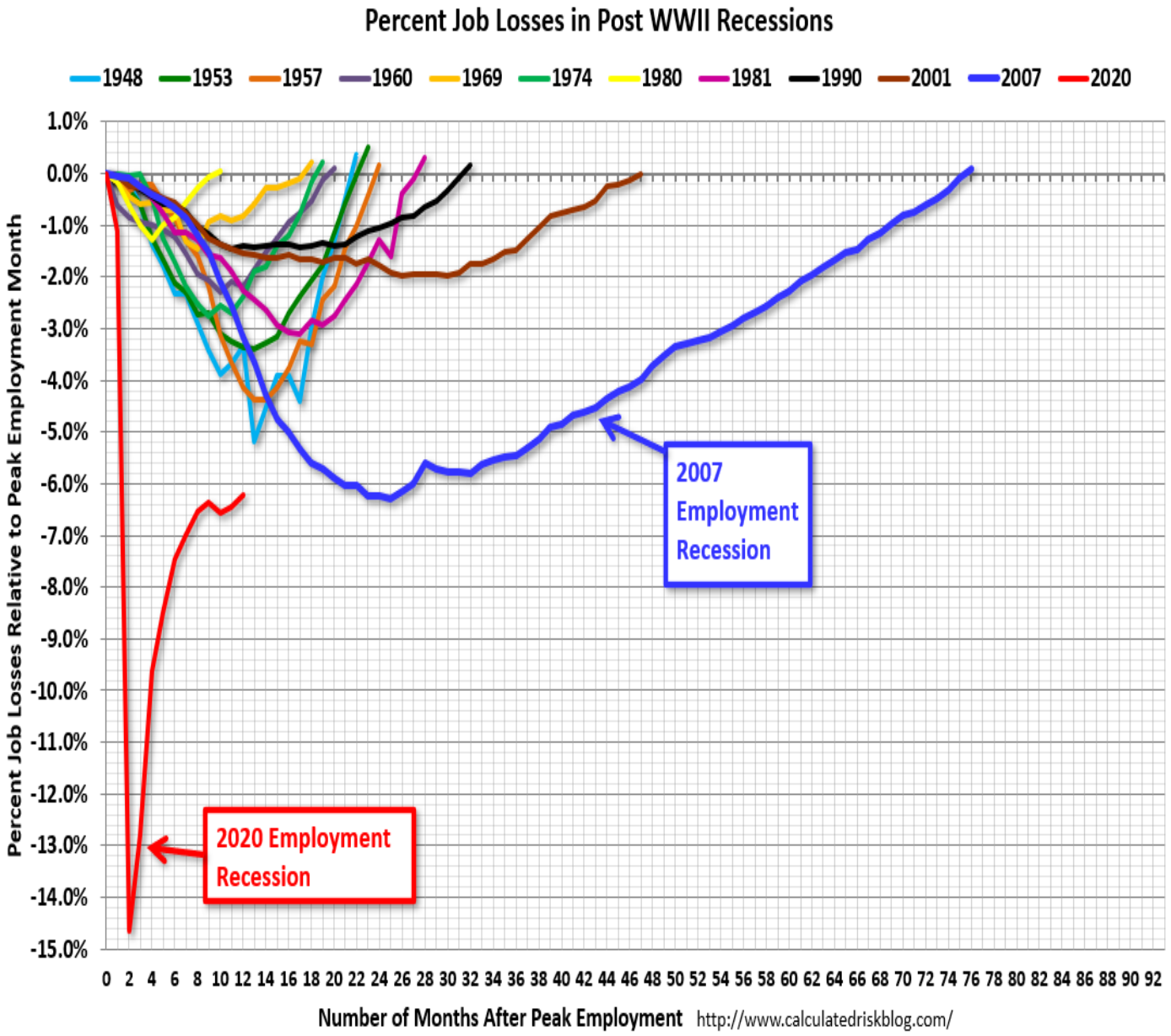
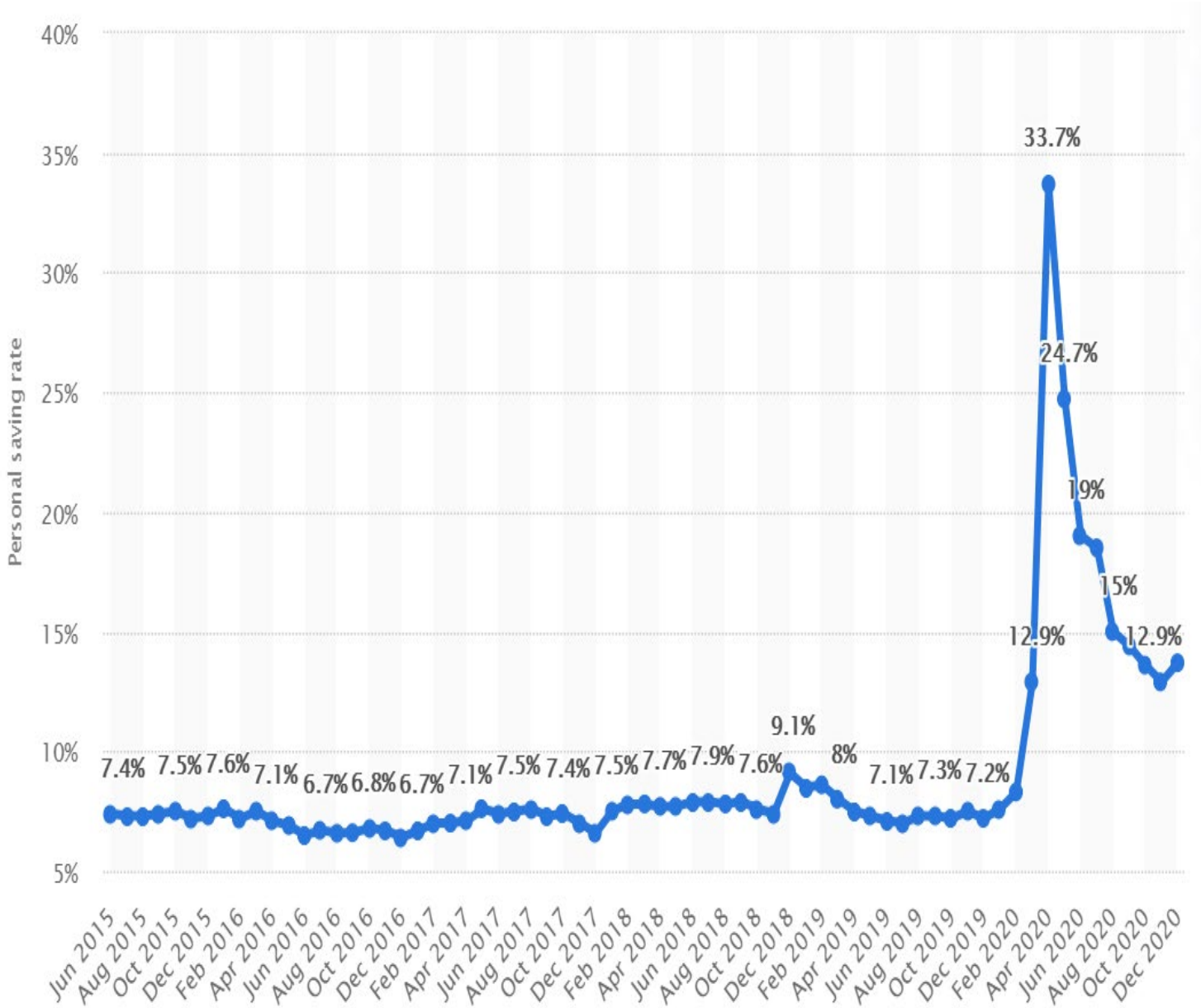
MBa

Appendix 2


Percent Job Losses in Post WWII Recessions
1948
1953
1957
1960
1969
1974
1980
1981
1990
2001
2007
2020
Percent Job Losses Relative to Peak Employment Month
1.0%
0.0%
-1.0%
-2.0%
-3.0%
-4.0%
-5.0%
-6.0%
-7.0%
-8.0%
-9.0%
-10.0%
-11.0%
-12.0%
-13.0%
-14.0%
-15.0%
0 2 4 6 8 10 12 14 16 18 20 22 24 26 28 30 32 34 36 38 40 42 44 46 48 50 52 54 56 58 60 62 64 66 68 70 72 74 76 78 80 82 84 86 88 90 92
Number of Months After Peak Employment
http://www.calculatedriskblog.com/
2007 Employment Recession
2020 Employment Recession

Appendix 3


Personal saving rate
40%
35%
30%
25%
20%
15%
10%
5%
7.4%
7.5%
7.6%
7.1%
6.7%
6.8%
6.7%
7.1%
7.5%
7.4%
7.5%
7.7%
7.9%
7.6%
9.1%
8%
7.1%
7.3%
7.2%
12.9%
33.7%
24.7%
19%
15%
12.9%
Jun 2015
Aug 2015
Oct 2015
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Feb 2016
Apr 2016
Jun 2016
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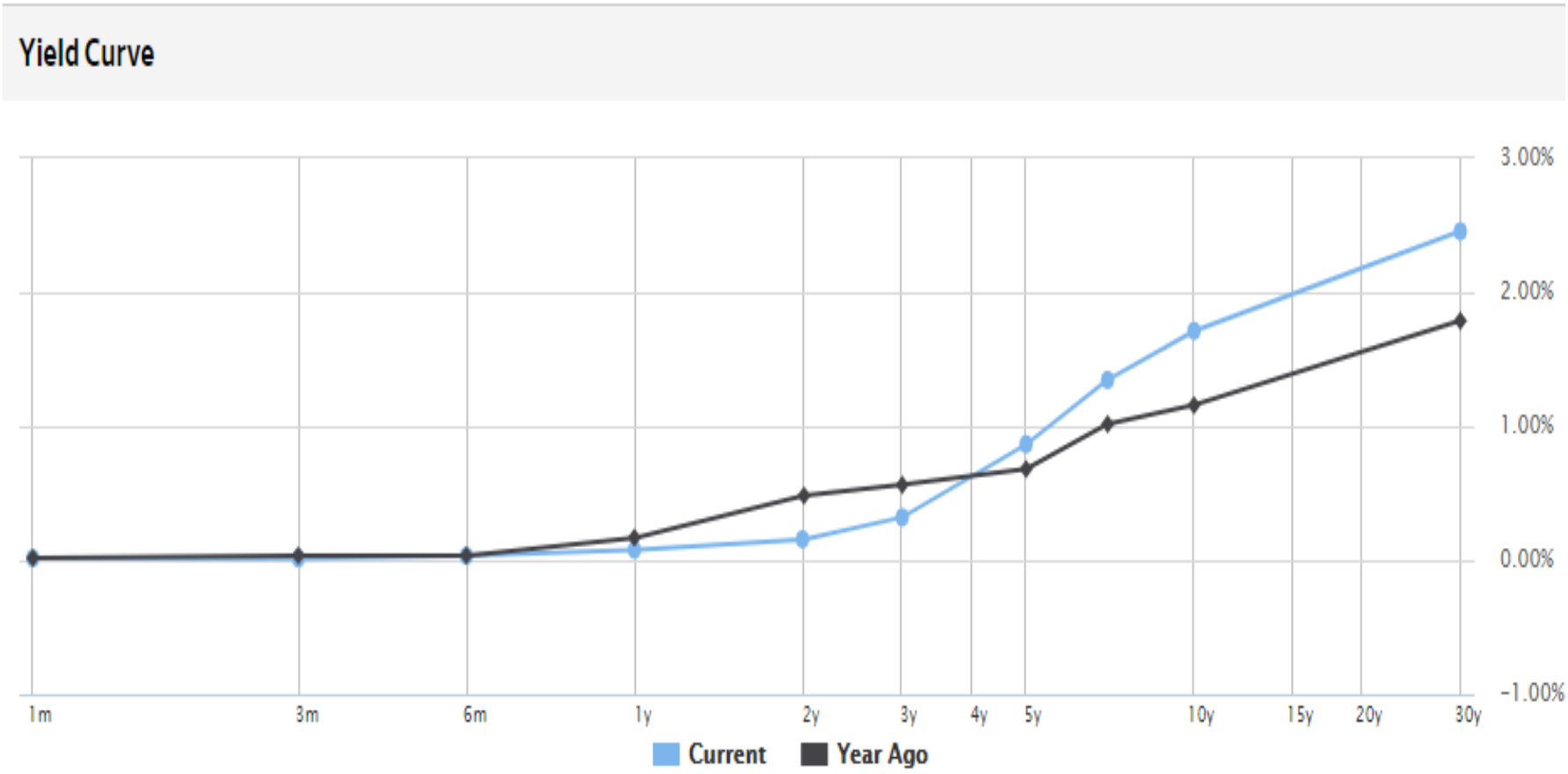
Jun 2020
Aug 2020
Oct 2020
Dec 2020

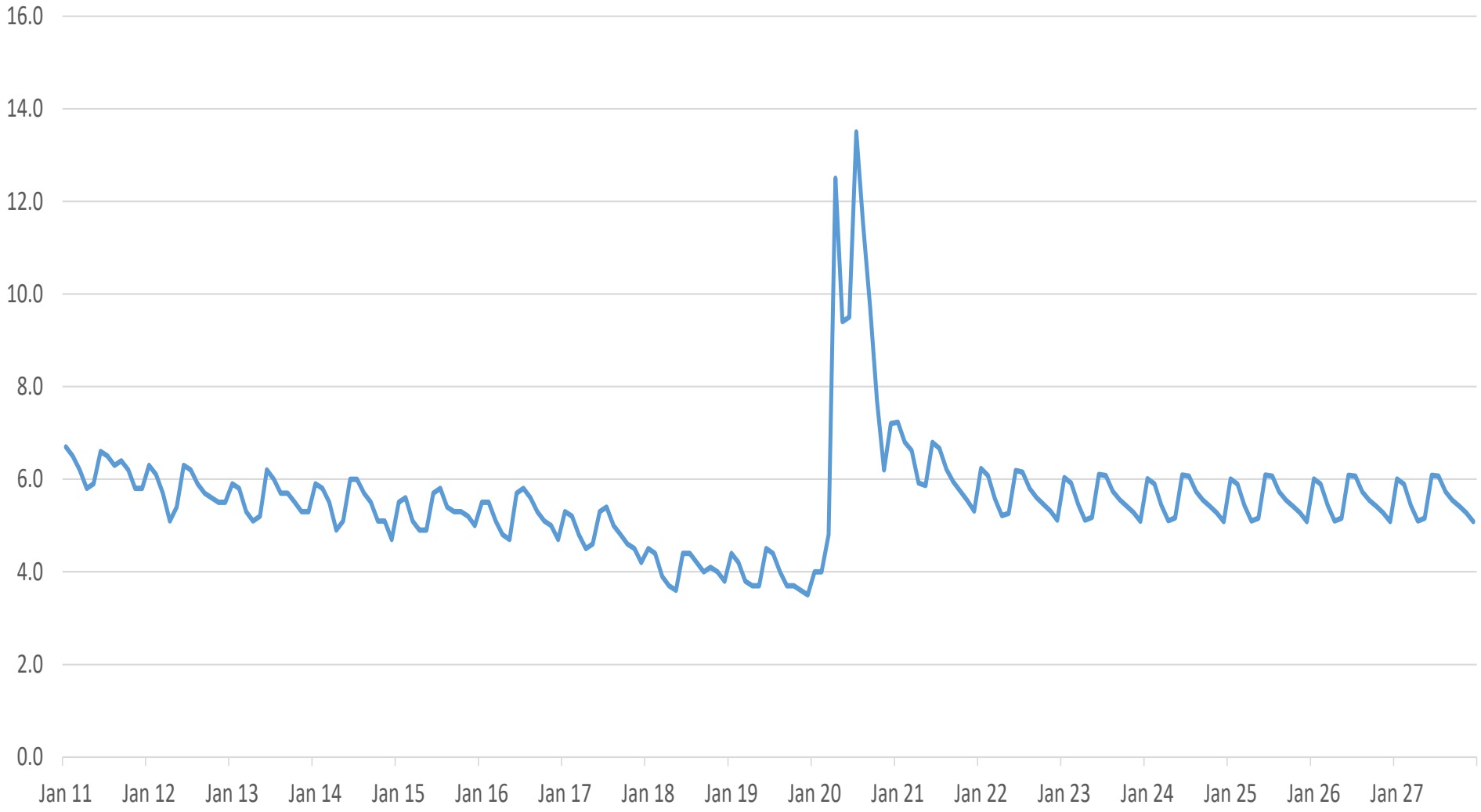
Appendix 4


Yield Curve
3.00%
2.00%
1.00%
0.00%
-1.00%
1m
3m
6m
1y
2y
3y
4y
5y
10y
15y
20y
30y
Current
Year Ago

Appendix 5

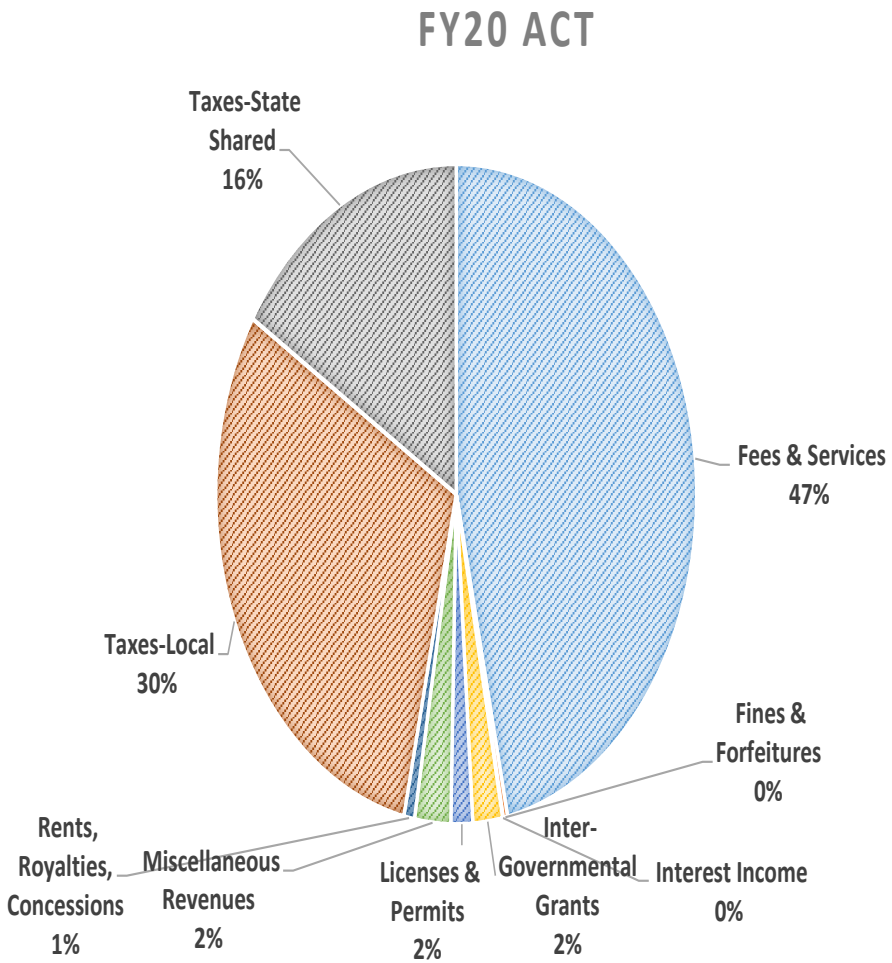
Unemployment Dynamics for Santa Fe, 2011-2021

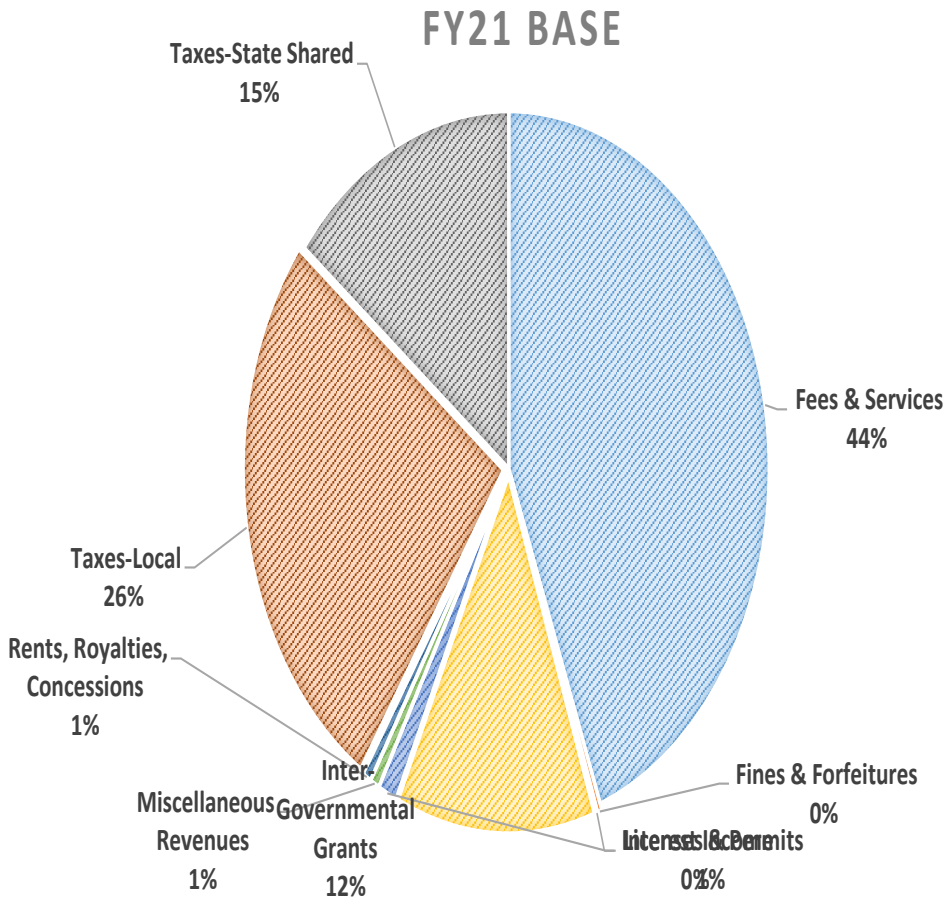
Modified ARIMA model



Santa Fe FY 2021 Revenues
Major Revenue Sources

- The FY21 total revenue estimate of $282.9M was a decline from the $307.1 in actual revenues in FY20, but the revenue mixture remained broadly similar.





MEMORANDUM

TO: City Council

FROM: Alan Webber, Mayor

RE: Affordable Housing Trust Fund Allocation

DATE: March 18, 2021

Item and Action:
Request for Approval of the Budget Amendment Resolution (BAR) in the amount of $1,800,000 to fund current year allocations from the Affordable Housing Trust Fund to the recommended floor of $3 million per year. The BAR allocates $1,500,000 million into the Affordable Housing Trust Fund from additional GRT revenue anticipated to come in above budget estimates in the current fiscal year due to the improving economic outlook. The BAR also allocates an additional $300 thousand from the Affordable Housing Trust Fund balances in the current year. The City's Affordable Housing staff has already allocated $1,200,000 million from the Affordable Housing Trust Fund in the current fiscal year.

Background:

In Santa Fe, housing, in general, and affordable housing, in particular, have long been serious concerns and at the top of the City's priorities. The cost and availability of housing involve a number of complicated components, including the overall condition of the national economy, the cost and availability of capital, the cost and availability of building materials and building crews, the cost and availability of land and infrastructure, as well as the City's planning, zoning and land use regulations, to name only a few of the many factors.

While the issue goes beyond the economics of supply and demand, there is no doubt that the lack of housing options across the housing spectrum is one important way to understand the affordable housing crisis in Santa Fe. Until recently, the problem largely went unaddressed. For example, in the wake of the Great Recession of 2007-2008, the Land Use Department of the City of Santa Fe issued permits for the following number of dwelling units, year by year:

2009: 187
2010: 250
2011: 147
2012: 431
2013: 175
2014: 219
2015: 106
2016: 198

Then starting in 2017, the number of permits began to increase substantially:

2017: 400
2018: 681
2019: 886
2020: 980

Current estimates from the Land Use Department indicate that there between 3,000 and 4,000 new

housing units in the approval, permitting and construction pipeline.

Additionally, recognizing the need to add additional resources to the Affordable Housing Trust Fund, the Governing Body last year approved a major revision to the Inclusionary Zoning Ordinance. A significant increase was made to the fee-in-lieu-of provision in that ordinance, with year-over-year step increases as part of the new measure. As a consequence of that revision, this past year the Affordable Housing Trust Fund received an infusion of approximately $1.4 million, the largest single increase since the creation of the fund in 2007.

In addition to significantly improving the Inclusionary Zoning Ordinance, over the last three years the Governing Body has taken a number of steps to implement a housing and livable neighborhood agenda. Measures have included adopting a more flexible Accessory Dwelling Unit ordinance; passing a stronger regulatory and licensing procedure for Short Term Rentals; identifying City-owned property that could be sold for the development of housing; aggressively supporting the Siler Road housing project; joining the Built for Zero initiative to end homelessness in Santa Fe; participating in the purchase of the Santa Fe Suites property and its conversion into affordable housing and housing for previously homeless individuals, among other measures.

At this time, with the crisis of COVID, the desire of young people to work and live in Santa Fe as the economy diversifies, the desire of long-time residents to have affordable housing options for themselves and their families, as well as an influx of people seeking to move to Santa Fe from other parts of the country, we are seeing a whole range of causes and concerns that combine to made affordable housing an urgent and critical need.

In the medium- and long-term, the City is working toward a stable, predictable, fair and equitable funding source to put revenue into the Affordable Housing Trust Fund. A number of options have been identified by members of the Governing Body as well as housing advocates in the community. Some may be adopted in relatively short order; others may take more time, including the possibility of the development of a bond issue to take to the voters of Santa Fe.

At the moment, direct, swift and immediate action is necessary, particularly as we come out of COVID. To provide time for the development of a more detailed and comprehensive solution to implementing a sustainable revenue source for the Affordable Housing Trust Fund, as well as to link housing with social services and growth management considerations including public health, environmental impacts, and neighborhood livability, it makes sense to allocate additional funding in the current fiscal year. The intention would be to do the same next year, to bring the Affordable Housing Trust Fund up to the recommended floor of $3 million per year.

Based on these considerations, it is recommended that the City moves $1.5 million into the Affordable Housing Trust Fund immediately from improved revenues in the current fiscal year due to the improving economic outlook. The City's Affordable Housing staff has already allocated $1.2 million from the Affordable Housing Trust Fund in the current fiscal year and are proposing to allocate an additional $300 thousand from the Affordable Housing Trust Fund with this budget adjustment. This allocation will allow for immediate action as we face serious post-COVID issues, such as evictions and increased homelessness. It will also provide City staff with an opportunity to build internal capacity in deploying a larger amount of money than has been available at any time in the past. Recommendations from Affordable Housing Director Alexandra Ladd for the use of this money include eviction prevention and mortgage foreclosure prevention measures as well as the possibility for capital investment to address the needs of those currently without stable housing.

Funding Source:
Fund Name/Number: General Fund (100) and Affordable Housing Trust Fund (240)
Munis Org Name/Number: Affordable Housing Trust Fund/2400223
Munis Object Name/Number: Subsidy Payments/510500

Action Requested:
Approval of the Budget Amendment Resolution (BAR) in the amount of $1,800,000 to fund current year allocations from the Affordable Housing Trust Fund to the recommended floor of $3 million per year.

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Affordable Housing	3/19/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Affordable Housing Trust / Subsidy Payments	2400223	510500		1,800,000	
Transfer to Affordable Housing Trust from General Fund	1002750	750240		1,500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
Transfer to Affordable Housing Trust from General Fund	2400223	650100		(1,500,000)	
General Fund GRT Revenue (State-Shared)	1000001	412100		(1,500,000)	
				$ 300,000	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

One-time allocation of additional General Fund GRT revenue anticipated to come in above budget estimates in order to support housing subsidies in the Affordable Housing Trust Fund - see attached memo.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
240	(300,000)
TOTAL:	**(300,000)**

Andy Hopkins — Prepared By *{print name}* — 3/19/2021 Date

Division Director Signature *{optional}* — Date

Alexandra Ladd (Mar 19, 2021 13:13 MDT)
Department Director Signature — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Alexis Lotero (Mar 19, 2021 13:27 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

BAR-GF transfer to Affordable Housing Trust

Final Audit Report 2021-03-19

Created:	2021-03-19
By:	Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhRPMstGRCP_PtoRrRGueQ_QYI9vU-ypT

"BAR-GF transfer to Affordable Housing Trust" History

Document created by Andy Hopkins (ajhopkins@ci.santa-fe.nm.us)
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2021-03-19 - 6:53:24 PM GMT

Email viewed by Alexandra Ladd (agladd@santafenm.gov)
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Signature Date: 2021-03-19 - 7:13:42 PM GMT - Time Source: server- IP address: 63.232.20.2

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Signature Date: 2021-03-19 - 7:27:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-19 - 7:27:00 PM GMT

City of Santa Fe, New Mexico

memo

DATE: March 15, 2021

TO: Finance Committee/Public Works/ City Council

FROM: _____

Regina Wheeler, Public Works Department Director

Melissa A. McDonald, Acting Parks Division Director mm

SUBJECT: Budget Adjustment Request to increase the Parks Division FY 2021 budget

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Item and Action: Approval of Budget Adjustment Request in the amount of $290,000 from General Fund Reserves to Parks Service Contracts (1004150. 510310).

Background: With the recent acceleration of reopening and additional retirements and departures from the Parks Division in the last month, we are in immediate need of additional funds to address operational needs associated with weed and litter management in medians, sidewalks and parks; parkland and sports-field upkeep; and tree pruning, removal and replacement. It is essential that weeds be manually removed or cut back during the months of April, May, and June prior to weed seed formation. Additionally, we have a number of dead and dangerous trees that need removal and pruning to protect public safety. Vacant positions are being advertised and filled as quickly as possible and Parks staff are being asked to work overtime to the maximum extent possible. These professional services to supplement the work of the bargaining unit due to lack of capacity, expertise or specialized equipment are needed immediately to meet constituent demands and expectations. Notice of the potential need to utilize these professional services was provided to AFSCME on February 16, 2021.

2021 Operational Needs	Funding Request	Description
Weed Prevention Plan	$200,000	Contract support for weed removal within medians, rights-of-way, parkland and the replacement of gravel, bark, weed barrier, etc..
Ball Fields	$10,000	Repairs to dugout fencing/gates
Litter/biohazard clean up	$40,000	Contract services to pick up litter, encampments, illegal dumping in parks, trails, and open space
Large tree pruning, removal, and replacement	$40,000	City-wide tree pruning/replacement in parks/open spaces
	$290,000	

Attached:
Budget Adjustment Request

Log # *{Finance use only}*:	
Journal # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works / Parks, Trails & Watershed	3/18/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Parks Division - Service Contracts	1004150	510310		290,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
General Fund GRT Revenue (State-Shared)	1000001	412100		(290,000)	
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

One-time allocation of additional General Fund GRT revenue anticipated to come in above budget estimates in order to support contracted weed control and medians maintenance (see attached memo)

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — 3/18/2021
Prepared By *{print name}* — Date
Melissa A. McDonald
Melissa A. McDonald (Mar 20, 2021 14:28 MDT)

Division Director Signature *{optional}* — Date
Regina Wheeler (Mar 22, 2021 14:53 MDT)

Department Director Signature — Date

Alexis Lotero
Alexis Lotero (Mar 22, 2021 15:15 MDT)
Budget Officer — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

BAR_Parks-memo and BAR for Parks Division

Final Audit Report 2021-03-15

Created:	2021-03-15
By:	DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7-0mgTHAI_5EcjwIyCkzRYIOIioAwaSe

"BAR_Parks-memo and BAR for Parks Division" History

Document created by DeAlva Calabaza (dxcalabaza@ci.santa-fe.nm.us)
2021-03-15 - 7:21:48 PM GMT- IP address: 63.232.20.2

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2021-03-15 - 7:22:48 PM GMT

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2021-03-15 - 8:07:26 PM GMT- IP address: 104.47.64.254

Document e-signed by Melissa McDonald (mamcdonald@santafenm.gov)
Signature Date: 2021-03-15 - 8:08:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Regina Wheeler (rawheeler@santafenm.gov) for signature
2021-03-15 - 8:08:03 PM GMT

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2021-03-15 - 8:09:01 PM GMT- IP address: 104.47.65.254

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2021-03-15 - 8:09:18 PM GMT

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2021-03-15 - 8:10:56 PM GMT- IP address: 104.47.64.254

Document e-signed by Andy Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2021-03-15 - 8:11:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-15 - 8:11:29 PM GMT

POWERED BY Adobe Sign

City of Santa Fe, New Mexico

memo

DATE: **February, 23 2021**

TO: **Public Works & Utilities Committee & Finance & City Council**

VIA: **Shannon Jones, Public Utilities Director** Shannon Jones
Jesse Roach, Water Division Director

FROM: **Randy Lopez, Transmission & Distribution Supervisor** RL

ITEM AND ISSUE:
Transmission & Distribution is requesting approval for 2 new units.

BACKGROUND AND SUMMARY:
Transmission & Distribution is requesting to replace and purchase 2 units, 1995 Ford F150, FA #24986, this unit has 128,965 miles, unit is in shop for a lot of repairs, FA # 29897 is 2009 F-450, 66,140 miles but has a blown engine, and this is the 2nd time the engine has blown. New units will be a 2020 F-150 and F-350, purchase amount for new units is $85,484.85, Units will be purchased through Phil Long Ford through the CES Contract.

- CES RFP 202031A Contract #2020-31A-C102
- ORG #5050386-Object Code#570950, $85,484.85

RECOMMENDED ACTION:
Please approve replacement of 2 Units, in the total amount of $85,484.85

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	010621-2
QUOTE DATE	January 6, 2021
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: City of Santa Fe
ATTN: Randy Lopez

PRICE AGREEMENT: CES Contract # 2020-31B-C102-ALL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	2020 Ford F350 SRW Extended Cab 4WD Chassis	46,235.00	$46,235.00
1	*CES Discount (22%)*	(10,171.70)	($10,171.70)
1	Scelzie 9' Service Body	10,995.00	$10,995.00
1	Safety Lighting Package to include Light Bar and Perimeter Flashers	2,850.00	$2,850.00
	PICTURE LINK: https://phillongdenver.worktrucksolutions.com/work-truck/2020-Ford-F350-service-truck-3294512		

Additional Information:

Proposal valid for 30 Days

	49,908.30
	$49,908.30 Total AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552

Since 1945 PHIL LONG
BEAUTIFUL DOWNTOWN RATON
RatonFord.com

QUOTE NUMBER	092820-1
QUOTE DATE	January 5, 2021
Agency PO #.	
CES PO#	
TERMS	Due on Receipt
SALES REP	Rhett Butler
SHIPPED VIA	Driver
F.O.B.	
PREPAID or COLLECT	

QUOTE TO: City of Santa Fe Water Utility
ATTN: Randy Lopez

PRICE AGREEMENT: CES Contract # 2020-31A-C102-ALL

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	202 Ford F150 Extended Cab 4WD Pickup 6 1/2' Bed *Specifications include: 2.7L EcoBoost Engine, Auto Transmission, Power Windows - Doors - Mirrors - Keyless Entry,* Trailer Tow Package. Exterior Oxford White.	40,735.00	$40,735.00
1	CES Discount (27%)	(10,998.45)	($10,998.45)
1	Fiberglass Wor shell with horizontal side compartments and rear horizontal door.	2,990.00	$2,990.00
1	Safety lighting package to include roof width lightbar and perimeter LED flashers. Unit is in stock.	2,850.00	$2,850.00

Additional Information:

Proposal valid for 30 Days

	35,576.55
	$35,576.55 Total AMOUNT

DIRECT ALL INQUIRIES TO:
Rhett Butler
(505) 514-3552

DocuSign Envelope ID: 1866CDDF-DD1E-40CD-990C-6A569AF86F21

Your New Mexico Purchasing Cooperative

CES

Since 1979

Contract Award Letter

July 17, 2020

Rhett Butler
Phil Long Ford of Raton, LLC
223 S. Second Street
Raton, NM87740

Re: ACCEPTANCE of OFFER and CONTRACT AWARD for:

CES RFP 2020-31A for CES Contract # 2020-31A-C102-ALL - Vehicles - Car, Vans, Pickups and Public Safety

Dear Procurement Partner,

Cooperative Educational Services (CES) thanks you for responding to CES RFP 2020-31A solicitation. The responses have been reviewed and it is our pleasure to inform you that your company has been selected to provide the products and services indicated in your response.

The enclosed Acceptance of Offer and Contract Award, in conjunction with the Bid documents that you submitted with your proposal, constitute the Agreement between the parties. Please retain all documents for your records. The term of this Indefinite Quantity Contract Award as defined in NMSA 13-1-63; is for four (4) years from the date of this letter, Pursuant to 13-1-150 NMSA.

It is the vendor's responsibility to keep pricing up-to-date, throughout the life of the contract.

Sincerely Yours,

Cooperative Educational Services

David Chavez
Executive Director
Ofc: 505.344.5470
Fax: 505.344.9343

TnD Replacement Units (002)

Final Audit Report 2021-02-25

Created:	2021-02-25
By:	Mikayla Trujillo (mjtrujillo@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJTMWZiabqL4s3W0IwGvTObA32JlKYbos

"TnD Replacement Units (002)" History

Document created by Mikayla Trujillo (mjtrujillo@ci.santa-fe.nm.us)
2021-02-25 - 6:57:32 PM GMT- IP address: 63.232.20.2

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2021-02-25 - 6:58:38 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-25 - 7:45:12 PM GMT- IP address: 104.47.64.254

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-25 - 7:45:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-25 - 7:45:23 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUSE NO. 8c Request for Approval to Replace and Purchase two (2) new units for the Public Utilities Department, Water Division, in the total amount of $85,484.85; Phil Long Ford via the Cooperative Education Services via the Statewide Price Agreement. (Randy Lopez, Transmission and Distribution Supervisor, rjlopez@santafenm.gov, 955-4246) **Committee Review:** Public Works and Utilities Committee: 03/08/21 Finance Committee: 03/22/21 Governing Body: 03/31/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **February 5, 2021**

TO: **Governing Body**
Finance Committee
Public Safety Committee

VIA: **Jarel LaPan Hill, City Manager**
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Interim Community Health and Safety Director

FROM: **Kyle Mason, Emergency Management Director**

ITEM AND ISSUE:
Request for the Approval of Sole Source Procurement in the Total Amount of $305,001 for one Andros F6B Robot; Northrop Grumman, Remotec, Inc.; Kyle Mason, kamason@santafenm.gov, 505-955-6704.

BACKGROUND AND SUMMARY:
At this time, the Police Department's EOD Team does not have a working F6 robot required by the FBI guidelines. The Police Department's current F6 robot has exceeded its operational lifespan and is no longer repairable due to its age. The purchased Andros F6B would be the current generation model needed to stay in compliance with the FBI guidelines. Each EOD team must have a working F6B robot to keep the certification with the FBI.

PROCUREMENT METHOD:
The procurement method is a sole source procurement.

FUNDING SOURCE:
Through the 2019 State Homeland Security Grant Program the City of Santa Fe has been awarded $305,001 for the purchase of an EOD Robot. The State of New Mexico Homeland Security and Emergency Management has reviewed the City's Request for Approval (RFA) to purchase this item and approved its purchase.

The funding source is:
Munis Org Name/Number: Emergency Management/2212850
Munis Object Name/Number: Machinery & Equip./570500

ACTION REQUESTED:
Emergency Management respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: 2019 State Homeland Security Grant Program

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other X* *Grant*

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Emergency Management Staff Name Kyle Mason

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☒	☐	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☐	☒	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☐	☒	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

Kyle Mason | Emergency Management Director | 2/5/2021

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway

Fran Dunaway (Feb 19, 2021 15:48 MST)

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor New Mexico Department of Homeland Security and Emergency Management

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $382,666.00

Termination Date: June 30, 2021

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: 2019 State Homeland Security Grant Program Sub-Grant Agreement

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☑ Inclusive of GRT

Amount $ 382,666.00 of original Contract# _____ Termination Date: 6/30/2021

Reason: 2019 State Homeland Security Grant Program Sub-Grant Agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $382,666.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Competitive Application

6 **Procurement History:** First year of sub-grant agreement
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Feb 19, 2021 15:48 MST)

Purchasing Officer Review

Comments or Exceptions: Entity to Entity 13-1-98A sub grant -Sole Source

7 **Funding Source:** New Mexico Department of Homeland Sec **BU/Line Item:** 22852/560700;560200;560500; 570800;570500

Alexis Lotero
Alexis Lotero (Feb 19, 2021 14:42 MST)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

_____
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Kyle Mason

Phone # 505-955-6704

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - (*) must be completed.

***Date** July 31, 2020

***Prepared By** Benjamin Valdez ***Title** Deputy Chief of Police

***Vendor Name** Northrop Grumman, Remotec, Inc.

***Address** 353 JD Yarnell Industrial Parkway

***City:** Clinton ***State:** TN ***Zip Code:** 37716

***Description of Goods/Service to be procured:**

***Estimated Cost:** $305,001.00 **Term of Contract:** (One (1) year from award)

***Sole Source Request Justification Questions 1-4.**

1. **Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).**

The current Andros F6 robot that Santa Fe Police maintains has been in service with our Department since 2004. The robot provided to SFPD was not new, it was from the FBI supply and had been in service for a period of time. The Andros robot has had numerous manufacturing updates changing its model from the Andros F6 to a fully updated F6B. The Andros F6 Robot is no longer manufactured. Our Andros F6 is unable to undergo a system update to become an F6B.

As for maintenance to keep the robot operational, since 2014 the robot has been rebuilt (2) times without updates. The repairs included repairs to the mother board and motors. The total number of times the Andros F6 robot was re-built is (4) times since 2004.

Unfortunately since 2017, many of the parts for our current F6 are now unavailable. The F6 robot is our main working robot because of its capabilities and is a requirement to stay certified with the FBI. The robot is currently non-operational. The deployment of a police officer to examine and disable a hazardous device instead of a robot is not an option and is an extreme safety hazard to our personnel.

City of Santa Fe, New Mexico

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

[X] **The contractor has affirmed sole source for the services, construction or items of tangible personal property *(Attach memo from vendor)*. Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or**

[X] **Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract)* of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the "best" source or the "least costly" source. Those factors do not justify a "sole source.") U*nique and how this uniqueness is substantially related to the intended purpose of the contract*.**

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the VA1-J, Wolverine, FX, F6B, HDSEL and Titus robotic system and all related upgrades, radios, accessories, parts, refurbishment, service and training.

The ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries.

Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service. The FBI utilizes Andros robots to train Law Enforcement personnel at their FBI Hazardous Devices School.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee.

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

The Andros robot meets the specific requirements of the Federal Bureau of Investigations (FBI) for "Bomb Response Robot Capabilities- General Service Bomb Response Robot". Although there are many different types of remote operated robots available, they do not meet all the specific requirements outlined by the FBI.

***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 the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway 8/6/20
Fran Dunaway (Aug 6, 2020 08:28 MDT) 8/6/20

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. ***This Sole Source determination will be valid for a period of one (1) year from the date of the award.***

Fran Dunaway 9/14/20
Fran Dunaway (Sep 14, 2020 08:24 MDT) Sep 14, 2020

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

****Required Attachments:***

****Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),***
****Quote from sole source Contractor***
****Agenda Item to be presented to City Council if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services***

NORTHROP GRUMMAN

Northrop Grumman Corporation
Mission Systems

Remotec
353 JD Yarnell Parkway
Clinton, TN 37716

March 3, 2020

To Whom It May Concern,

REMOTEC is the sole manufacturer and distributor for the ANDROS line of hazardous duty robots including the VA1-J, Wolverine, FX, F6B, HDSEL and Titus robotic system and all related upgrades, radios, accessories, parts, refurbishment, service and training.

The ANDROS robots are in use by police departments, fire departments, first responders and organizations in 36 countries. Some of these organizations include the U.S. military joint EOD forces, the Federal Bureau of Investigation and the U.S. Secret Service.

REMOTEC does not have any product dealers or resellers within the United States. All parts are sold and all maintenance is performed directly from REMOTEC's facility located in Clinton, Tennessee. If you have any questions, please feel free to contact me at (865) 269-1165.

Sincerely,

Bradley E. Callahan

Brad Callahan
Manager Andros Sales
Remotec/Northrop Grumman
353 JD Yarnell Parkway
Clinton, TN 37716

City of Santa Fe New Mexico

Memo

Date: July 31, 2020

To: Fran Dunaway, Purchasing Director

Via: Andrew Padilla, Chief of Police (8-3-20)

From: Ben Valdez, Deputy Chief of Police 7/31/20

ITEM AND ISSUE:
Request sole source approval for purchase an Andros F6B robot: Northrop Grumman, Remotec, Inc., in the amount of $305,001.00.

BACKGROUND AND SUMMARY:
The Santa Fe Police Department maintains an Explosive Ordnance Disposal (EOD) team that is certified by the Federal Bureau of Investigations (FBI). The EOD team is 1 of 5 law enforcement EOD teams in the State of New Mexico and has been a demonstrated asset not only to the City of Santa Fe, but also to surrounding jurisdictions and the State of New Mexico.

The Andros F6 robot required for the team to be operational is no longer functional and is in need of immediate replacement. The equipment is needed to maintain the operational status of the EOD Team. SFPD was awarded grant funding to cover the cost of replacing the current F6 robot with a F6B robot which meets the requirements of the FBI guidelines. The purchase of the equipment will provide necessary equipment to manage situations involving hazardous devices, while preventing serious injury to members of our community and property damage.

ACTION RECOMMENDED:
The Santa Fe Police Department respectfully requests your review and approval of Northrop Grumman, Remotec, Inc. as a sole source vendor for the Andros F6B robot.

Police Sole Source Northrop Grumman

Final Audit Report 2020-08-06

Created:	2020-08-05
By:	YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxlQMYZhBfutL7w-BPIChJVS9ezVKyq5U

"Police Sole Source Northrop Grumman" History

Document created by YODEL CATANACH (yocatanach@ci.santa-fe.nm.us)
2020-08-05 - 11:52:40 PM GMT- IP address: 63.232.20.2

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2020-08-05 - 11:54:01 PM GMT

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2020-08-06 - 2:07:36 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2020-08-06 - 2:28:25 PM GMT - Time Source: server- IP address: 63.232.20.2

Signed document emailed to jjchavez@santafenm.gov, YODEL CATANACH (yocatanach@ci.santa-fe.nm.us), Fran Dunaway (fadunaway@santafenm.gov), Kyle Mason (kamason@santafenm.gov), and 1 more
2020-08-06 - 2:28:25 PM GMT

POWERED BY
Adobe Sign

NORTHROP GRUMMAN

Print Date: 12/14/2020

REV: BX

QUOTE Domestic

FROM:
Northrop Grumman, Remotec, Inc.
353 JD Yarnell Industrial Parkway
Clinton, TN 37716
Attn: Brad Callahan 865-269-1165
Phone: (865) 483-0228
Fax: (865) 483-1426

TO: Santa Fe Police Department
Craig Davis
2515 Camino Entrada

505-220-3618
cmdavis@santafenm.gov

REMOTEC Reference No. 7897

Date: 12-10-2020

Terms: Net 30 Days

Delivery: Subject to Receipt of Order (Estimated to be 180 days after acceptance of order

This pricing valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	ANDROS F6B Vehicle Assembly Includes: -Arm Position Feedback with User Presets -Color Arm Camera with Auto Iris/Focus, Wide-Angle Lens and LED or IR Light with 40:1 Zoom -Surveillance Color Camera with LED or IR Light, 216:1 Zoom Lens and Pan/Tilt (Continuous Pan) -Black/White Drive Camera Assembly -24 Volt Battery Pack -Tool Kit -Pneumatic Wheel Kit	E2461-0100	1	$ 140,794	$ 140,794
	One Operation/Maintenance Manual (CD-ROM) (Included in Item 1)	OM-F6B-001	1		
	24 VDC Battery Charger Assembly (Included in Item 1)	B2450-0150-1	1		
	2 1/2 Days Operator/Maintenance Training at REMOTEC (maximum class size is 6 people) (Included in Item 1) See Note (2)	TRAINING-001			
	2 1/2 Days Operator/Maintenance Training at Customer Facility See Note (3)	TRAINING-001		Get Separate Quote	
	CONTROL SYSTEM OPTIONS ***(Controller and a Data Link must be chosen to make the robot functional)***				
2	ANDROS Tabletop Controller Assembly: -Dimensions: 18 in. Deep X 22 in. Wide X 10 in. High -Powder Coated, Weather Resistant Enclosure -15 in. Self-Compensating, Daylight Readable LCD Monitor -Detachable Switchbox -12 VDC Battery -120 VAC Battery Charger (For Tabletop Battery) -AC/DC Operation	Consisting of the following: E3860-8460 E2460-8150 E3600-8106 CHGR-019 B3850-8132	1	$ 17,294	$ 17,294
3	TAC-1 ASSY.	D2461-8125		$ 15,500	$ -
4	TRUCK MOUNT ASSY. **(for DC operation only)**	D2461-8150-1		$ 3,275	
5	TRUCK MOUNT ASSY. **(for AC / DC operation only)**	D2461-8150-2		$ 3,975	$ -
	DATA LINK OPTIONS				

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
6	Digital Hybrid Radio Control Assembly (Includes case) (Requires frequencies prior to production)	C2456-8440-X	1	$ 47,932	$ 47,932
	Case for Hybrid Radio	CASE-024	1		
7	Vehicle Power Supply Upgrade Kit (Required on vehicles shipped prior to 2007 if purchasing hybrid radio.)	B2455-8590		$ 1,995	$ -
8	Radio Jumper Assembly (30 ft.)	B7055-8920		$ 640	$ -
9	Fiber Optic Cable Reel Assembly (1200 ft.) (Includes case)	C2455-8330	1	$ 24,300	$ 24,300
	Case for Fiber	CASE-004	1		
10	Spare Spool of Fiber Optic Cable (1200 ft.)	D7050-8323	1	$ 2,273	$ 2,273
	AUDIO/VIDEO OPTIONS				
11	Camera Pan/Tilt Assembly (Can Be Used On Arm)	C3865-5030	1	$ 3,796	$ 3,796
12	Thermal Camera Pan/Tilt Assembly	C3875-5030	1	$ 12,312	$ 12,312
13	Rear Camera Kit	B2460-5140	1	$ 1,155	$ 1,155
14	Camera Sighting Kit Assembly	C7055-5140	2	$ 850	$ 1,700
15	Gripper Camera Mount Assy.	D3860-3085		$ 868	$ -
16	Gripper Held Search Camera	B3875-5130		$ 2,200	$ -
17	Laser Assembly	C7055-5170	3	$ 325	$ 975
18	Laser Filter Assembly	C7055-3830	2	$ 835	$ 1,670
19	High Intensity Light Assembly (includes battery & charger)	D7050-6015-1		$ 1,495	$ -
20	APD2000/MULTIRAE/ADM 300 Detector Mounting Kit	B7055-6080		$ 2,740	$ -
21	X-Ray Assembly (fits Golden X-Ray Systems) Works with drum & "bread-maker" style film	E7050-5800	1	$ 1,660	$ 1,660
22	Contamination Smear Assembly (For swab sampling)	C7045-7600		$ 1,040	$ -
	TOOLS				
23	Receiver Grip Assy. (Gripper Block)	B2461-5850		$ 225	$ -
24	Pan Disrupter Mount Assembly	D2450-5360		$ 1,095	$ -
25	Dual Pan Disrupter Mount Assembly	D2450-5350	1	$ 1,072	$ 1,072
26	PAN Disrupter	DISRUPTER-003**		$ 5,191	$ -
27	PAN Disrupter Kit With Aluminum Stand	DISRUPTER-004-A**		$ 6,922	$ -
28	PAN Disrupter, T3, Titanium	DISRUPTER-005**		$ 6,922	$ -
29	PAN Disrupter Electric Breech	BRCH-ELEC-KIT-PAN		$ 3,945	$ -
30	Dual Disrupter Mount Assembly (for Royal Arms or Neutrex 29mm/20mm - Please Specify)	D2450-5250		$ 1,803	$ -
31	Shock Tube Initiator, One Channel	INIT-1CH-S		$ 849	$ -
32	Shock Tube Initiator, Two Channel	INIT-2CH-S		$ 1,427	$ -
33	Shock Tube Initiator, Four Channel	INIT-4CH-S	1	$ 2,385	$ 2,385
34	Charge Dropper Assembly (330 ft.)	C7055-5550		$ 525	$ -
35	37mm and 40 mm Breacher Mount Assembly	E7055-6090	1	$ 3,400	$ 3,400
36	Breacher, GL6, 40 mm, rifled barrel	BR-GL6-40MM**	1	$ 5,410	$ 5,410
37	Breacher, GL65, 40 mm, rifled barrel (long cartridge)	BR-GL65-40MM**		$ 5,173	$ -
38	Breacher-L6-37mm, smooth bore	BR-L6-37MM**		$ 4,260	$ -
39	Breacher-L8-37mm, smooth bore (long cartridge)	BR-L8-37MM**		$ 4,391	$ -
40	BR-SL65-37mm (Sage or Arwen Ammo only)	BR-SL65-37MM**		$ 3,020	$ -
41	Electric Breach T3 Disrupter	BREACH-ELECT-T3		$ 3,334	$ -
42	Striker Mount Assembly	E7055-6095		$ 3,570	$ -
43	Striker 12 Shotgun	STRIKER12**		$ 1,844	$ -
44	Picatinny Rail Claw Assembly	D7045-2726		$ 1,630	$ -
45	Picatinny Rail Cable Cutter Assembly	C7040-7030		$ 446	$ -
46	Circular Saw Assembly (Battery included)	D7056-7070-1		$ 1,900	$ -
47	Reciprocating Saw Assembly (Battery included)	D7056-7080-1		$ 1,900	$ -
48	Drill Assembly (Battery included)	D7056-7040-1		$ 2,200	$ -
49	F6 Receiver Hitch	B2455-7580	1	$ 530	$ 530
50	Drawbar Package (Does NOT include receiver hitch)	C2461-7590		$ 780	$ -
51	F6 Front/Rear Hitch Bundle Includes the following: 2 - Receiver Hitch	B2455-7580		$ 3,695	$ -

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
	1 - Water Disrupter Deployer Kit (Grip & Hitch compatible) 1 - Drawbar Package	C2461-7585 C2461-7590			
52	Ideal Electric release HEADD Hitch (Requires Drawbar Package)	HITCH-001		$ 2,055	$ -
53	Ideal Mini Gander	MINIGANDER		$ 10,275	$ -
54	Gas Dispenser Mount	PEPPERSPRAYSYS		$ 3,122	$ -
55	Power Hawk Assembly Includes the following: - Power Hawk Unit - Power Hawk Kit - Case For Power Hawk -Requires F6A Receiver Hitch	E2455-7500-1 POWERHAWK-003 CASE-024	1	$ 33,700	$ 33,700
56	Water Disrupter Deployer Kit (Grip & Hitch compatible)	C2461-7585		$ 1,950	$ -
57	GRIPPER-DEPLOYED PAN/TILT CAMERA	ETS-IRECON		$ 8,675	$ -
58	BLOCK ACCESSORY TOOL SYSTEM	BATS3-REM-ANDROS		$ 7,959	$ -
59	KINOVA REMOTE ROBOTIC MANIPULATOR	KRX52		$ 55,842	$ -
60	KINOVA INTEGRATION KIT	2461-2500		$ 3,193	$ -
	MAINTENANCE				
61	Spare Vehicle Battery Assembly	D2450-1600	1	$ 751	$ 751
62	Spare Controller Battery	BATTERY-009-FT		$ 155	$ -
63	F6B Emergency Spare Parts Kit	B2461-0164		$ 24,657	$ -
64	Semi-Annual Maintenance Kit	C2460-0153		$ 875	$ -
65	F6B Overhaul Kit	C2461-0158		$ 15,555	$ -
66	Second Year Extended Warranty Contract	MAINTENANCE-001		$ 5,500	$ -
67	Third Year Extended Warranty Contract	MAINTENANCE-001		$ 5,500	$ -
68	Fourth Year Extended Warranty Contract	MAINTENANCE-002		$ 7,025	$ -
69	Fifth Year Extended Warranty Contract	MAINTENANCE-002		$ 7,025	$ -
70	Sixth Year Extended Warranty Contract	MAINTENANCE-003		$ 8,025	$ -
71	Five Years of Extended Warranty (Years 2 through 6)	MAINTENANCE-005		$ 27,945	$ -
72	Standard Spare Track (each)	B2400-1013-FT		$ 271	$ -
	MISCELLANEOUS				
73	Truck Cable Kit, 10' between Monitor and Data Link	B2455-8100-1		$ 690	$ -
74	Truck Cable Kit, 20' between Monitor and Data Link	B2455-8100-2		$ 700	$ -
75	Truck Cable Kit, 40' between Monitor and Data Link	B2455-8100-3		$ 720	$ -
76	J-32 Splitter (RS 232 / Tool)	B2455-5110		$ 570	$ -
77	Additional Operations & Maintenance Manual	OM-F6B-001		$ 335	$ -
78	Painted Machine	PAINT		$ 6,900	$ -
	Subtotal				**$ 303,109**
	Subtotal (Total From Misc. Items) (See attachment if greater than 0)				**$ 242**
	PACKAGING & FREIGHT				
79	Customer Pick-up				
80	Packaging in Reusable Shipping Crate	CRATE-002	1	$ 1,050	$ 1,050
81	Ship Items	FREIGHT	1	$ 600	$ 600
	Shipping & Handling Subtotal				**$ 1,650**
	Other charges/discounts				**$ -**
	TOTAL Sale Price				**$ 305,001**

** This item requires the customer to obtain the required ATF/FCC Licensing, which may result in product and/or delivery delays. Remotec is not responsible for any delays including delivery as a result of any ATF or FCC licensing requirement

1.) Prices are based upon acceptance of Remotec's Terms and Conditions (attached). Any deviation from these conditions may
2.) Pricing does not include any taxes, fees, or other related items unless specifically called out.
3.) Customer is responsible for all import and export taxes from origin to destination

NOTE: Acceptance of order may be delayed with negotiating terms and conditions, acquiring customer order details, acquiring email approval from Stephanie Bailey Contract Administrator *Cynthia Williams*

NORTHROP GRUMMAN

REMOTEC, INC.- DOMESTIC	REMOTEC Reference No. 7897
FROM: Northrop Grumman, Remotec, Inc. 353 JD Yarnell Industrial Parkway Clinton, TN 37716 Attn: Brad Callahan 865-269-1165 Phone: (865) 483-0228 Fax: (865) 483-1426	Date: 12/10/2020 Terms: Net 30 Days Prices are F.O.B. Origin Clinton, TN Delivery: 180 days or less After Acceptance of Order **(For Multi-Vehicle Orders Check With Sales Dept.)**
TO: Santa Fe Police Department Craig Davis 2515 Camino Entrada 505-220-3618 cmdavis@santafenm.gov	This pricing is valid for 90 days.

ITEM	DESCRIPTION	PART NO.	QTY.	UNIT PRICE	TOTAL PRICE
1	Switchbox Modification				$ -
A	Labor To Modify	LABOR2	2	$ 110.00	$ 220.00
B	Switchbox Software Chip PSD311	ICPSD311-15L	1	$ 22.00	$ 22.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -

TOTAL COST $ 242.00

(1) Prices listed are for sales in U.S.A. only. Export prices are available upon request.
(2) Additional pricing available upon request for off-site training at customer's facility.
(3) Please see REMOTEC's terms and conditions for details on our 1 year limited warranty.
Extended Service contracts are available. Please see the Extended Service Tab for details of coverage.
(4) Prices are based upon acceptance of REMOTEC's Terms and Conditions (attached).
Any deviation from these conditions may result in a price increase.

(5) Remotec reserves the right to substitute the latest production part for items purchased. This may be equal or sustantially better than the part shown as ordered.
(6) Training included in Robotic unit purchases expire if unused one year from delivery date of the Robotic unit.
(7) Multiunit sales will earn training classes based on the formula of one free class for every five units purchased (rounded up)

NOTE: "Acceptance of order may be delayed while negotiating terms and conditions, acquiring customer order details, acquiring radio frequencies, and resolving any other unforeseen issues which may require resolution prior to scheduling the production of items ordered.

REMOTEC®

DOMESTIC SALES TERMS AND CONDITIONS

A. DEFINITIONS

"Seller" means REMOTEC, Inc.

"Buyer" means the other party to this agreement that is purchasing the goods subject to these terms and conditions.

B. ACCEPTANCE/AGREEMENT

All orders are subject to factory acceptance. Additional or different terms or any attempt by the Buyer to vary, in any degree, any of the terms of this sales agreement form shall be deemed material and are objected to or rejected, but this sales agreement form shall not operate as a rejection of the Buyer's offer unless it contains variances in the terms of the description, quantity, price or delivery schedule of the goods.

C. LIMITED WARRANTY

Seller covenants and agrees that the work and equipment delivered under this order shall be free from defects in material and workmanship at the time of delivery. Whenever Seller is acting as a reseller of the products of another manufacturer, Seller provides this warranty solely as a "pass-through" warranty on behalf of the original equipment manufacturer (OEM). Seller will, at its sole options, repair, correct, or replace (or facilitate such repair, correction or replacement by the OEM), F.O.B. point of manufacture, any such work or equipment which proves to be defective, provided that Seller is given written notice of any such defect no later than one (1) year after being shipped (as hereafter defined) by Seller. Seller will conduct the defect investigation of the work and/or equipment at the installation site and repair, correct or replace the defective item at such site or at its designated facility. Repair correction or replacement in the manner provided above shall constitute complete fulfillment of all Seller's obligations under this assurance. Such assurance shall not apply to design or to any equipment or parts which have been subjected to accident, misuse or unauthorized alteration, to normal wear (which includes components with innately limited life), or to defects caused by not complying with Seller's installation and service requirements (if the failed equipment or parts were not installed by Seller).

This assurance shall apply to and include the correction of Technical Data pertinent to defective work and equipment to the extent delineated hereinabove, but in no event to include computer software.

If the repair, correction or replacement of work, or equipment is not within the scope of this clause, then Seller shall require a separate purchase order from the Buyer perform the work.

The warranty provided by Seller herein is exclusively limited to the products manufactured by Seller, specifically the REMOTEC® ANDROS Robot. Warranties, if any, associated with all other products are exclusively and expressly limited to those warranties provided by the manufacturers of such products which are by their terms available to Seller's customers.

The installation or use of any third party accessory, assembly, radio and or tool not tested and approved by Seller's for use on Seller products will cause the warranty on the Seller's products to be voided.

THE FOREGOING COVENANTS ARE EXCLUSIVE AND ARE IN LIEU OF ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHER WARRANTY OF QUALITY, WHETHER EXPRESS, STATUTORY OR IMPLIED. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

D. CANCELLATION/TERMINATION

The Buyer may terminate this order in whole or in part for its convenience upon written notice to Seller in which event Seller shall be entitled to termination charges consisting of a percentage of the order price reflecting the percentage of the work performed prior to termination plus actual direct costs resulting from termination.

E. PROPRIETARY INFORMATION

All drawings, diagrams, specifications, and other materials furnished by Seller and identified as proprietary, relating to the use and service of articles furnished hereunder and the information therein, are proprietary to Seller (or in cases where Seller is acting as a reseller, such information is proprietary to the OEM). Buyer may not reproduce or distribute such materials except to Buyer's employees who may use the articles as part of their duties. Seller will treat drawings, specifications, or data furnished by Buyer in connection with this order as proprietary, when identified as such, in connection with this purchase.

F. DELIVERY/ACCEPTANCE

The promised delivery date is the best estimate possible based upon current and anticipated manufacturing capabilities of when the product will be shipped. Seller assumes no liability for loss, damage, or consequential damages due to delay.

G. CLAIMS/NOTICE OF DEFECTS

Failure of the Buyer to object in writing to any merchandise within 30 days after receipt thereof will constitute complete acceptance by Buyer of such merchandise. Rejected material must be returned to Seller, F.O.B. Origin, within 45 days after receipt and with prior authorization from Seller. Seller may (at its option) recondition or replace the rejected material to meet Buyer's specifications within a reasonable time period after receipt. Claims for shipping damage must be made with the carrier.

H. FORCE MAJEURE

Fulfillment of this order is contingent upon the availability of materials. Seller shall not be liable for any delay in delivery or for non-delivery in whole or in part caused by the occurrence of any contingency beyond the control of either Seller or suppliers to Seller including but not limited to war, sabotage, acts of civil disobedience, failure or delay in transportation, act of any Government or agency or subdivision thereof, judicial action, labor dispute, fire, accident, explosion, epidemic, quarantine, restrictions, storm, flood, earthquake, acts of God, shortage of labor, fuel, raw material or machinery, or technical failure where Seller has exercised ordinary care in the prevention thereof.

I. PAYMENT TERMS

Domestic: Seller's payment terms are Net 30 days based on credit approval.

Seller may, at any time, suspend performance of any order or require payment in cash, security, or other adequate assurance satisfactory to Seller when, in Seller's opinion, such action warrants. Seller reserves the right to assess late charges on US accounts due past 30 days at the rate of 18% per annum. All goods delivered by Seller shall remain the property of Seller until the Buyer has paid in full for these goods.

On certain vehicle orders, if mutually agreed between Seller and Buyer, Seller may hold completed vehicle(s) or other products in its facility pending training. If Seller holds completed vehicle(s) or other products to facilitate user training, the vehicle(s)/products will be deemed to have been shipped in

place, and Seller will issue an invoice to Buyer for said vehicle(s)/products. If at Buyer's request or to meet Buyer's requirements, training is scheduled to occur more than 30 days after vehicle/product completion, Seller may, at its discretion, charge Buyer a storage fee of $50.00 per month per vehicle, or $50.00 per month per other end item, and assess late charges in accordance with Domestic terms as stipulated herein.

International: All payments to Seller are required to be fully paid in advance at the time of contract acceptance by Seller, or secured by a Confirmed Letter of Credit for the full amount of the contract negotiable at Seller Bank's counter. If a Letter of Credit is used, payment terms are 60% of contract value due upon contract acceptance by Seller, and the remaining 40% due within 30 days of successful inspection of completed product at Seller's location for all international orders with a value greater than $1,000 US. All draws against the Letter of Credit by Seller shall be made upon written certification by Seller that the contract has been accepted, or that the product has been successfully inspected and is ready for shipment, and no other conditions on the draw shall be required. Late charges will be assessed on international accounts due past 30 days at the rate of 20% per annum.

J. REMEDIES IN THE EVENT OF CANCELLATION OR DEFAULT

In the event the Buyer cancels this order, or becomes overdue on its account payable to Seller by failing to pay for this order when due in accordance with the terms hereof, in addition to the charges assessed to the Buyer pursuant to Paragraphs D and I of this Agreement, the Buyer shall be required to pay all costs of collection, including, whether suit be brought or not, attorney fees, court costs, collection expenses, and other expenses which Seller may incur or pay in the prosecution of defense of its rights hereunder, whether in judicial proceedings at law or in equity, including bankruptcy court and appellate proceedings, or whether out of court.

K. GENERAL PROVISIONS

Any cause of action arising from this agreement, or breach of it, must be commenced after the cause of action occurs within the statute of limitations period allowed under applicable law. Seller reserves the right to correct any stenographical or clerical errors in any of the writings issued by it. The terms and conditions of sale and any description on the face of Seller's writings constitute a complete and exclusive statement of the terms and conditions of the sale of the goods by Seller to Buyer. Buyer may not assign any rights to, or delegate any performance owed under the agreement without the written consent of Seller, which shall not be unreasonable withheld.

L. LIMITATION OF LIABILITY

Notwithstanding any contrary provision contained in this or any other agreement, Seller shall not be responsible to Buyer in contract or tort (including negligence) or otherwise for any indirect, incidental, special or consequential damages of whatsoever nature, or for attorney's fees, loss of use, loss of market share, or lost profits however these are characterized. Seller shall not be liable to Buyer for an amount which in combination with all claims by Buyer against Seller under this agreement exceeds the value of this sales agreement. In any event, the liability of Seller to Buyer, whether in contract, tort (including negligence) or under any warranty, or otherwise, is exclusively limited to the remedies expressly provided under the terms of this agreement, in lieu of any and all other remedies at law or in equity.

M. COMPLIANCE WITH LAW

Buyer agrees to comply with all applicable U.S. Government, state, and local statutes, laws, and regulations, including without limitation the Arms Export Control Act, Foreign Corrupt Practices Act, Federal Aviation Administration (FAA) regulations on the use and operation of Unmanned Aircraft Systems (UASs), and all applicable export regulations, and hereby agrees to indemnify and hold harmless Seller from any and all liability, loss, or damage caused by Buyers' violation of any such statutes, laws, or regulations.

N. INDEPENDENT CONTRACTOR

Under the provisions of this Agreement, the parties shall act solely as independent contractors, and nothing contained herein, express or implies, shall at any time be construed to create any other relationship.

O. APPLICABLE LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Tennessee, except with regard to its rules concerning choice of law.

P. SHIPPING POINT

All goods are shipped FOB Clinton, Tennessee 37716, United States of America.

Q. PRODUCT OPERATION

Buyer shall be solely responsible for the proper use of all products, shall comply with all applicable laws and regulations in its operations per Paragraph M above, shall strictly adhere to the instructions in all applicable operation and maintenance manuals, and shall properly train its operators in the safe use of all products.

R. INDEMNIFICATION FOR USE

Each Party shall be responsible for and bear the costs of all claims including third party claims, liabilities, losses or damages, arising from each Party's respective negligent or intentional acts or omissions under the Order or use of product(s) delivered under the Order.

S. EXPORT

The Buyer shall not re-export or transfer any export-controlled goods or information (e.g. technical data) from the United States ("U.S.") to any non-U.S. person, country, government, or entity without first complying with all the requirements of the ITAR or EAR, as applicable. Any Party requesting U.S. Government authorization to export export-controlled information provided by the other Party under this agreement must first obtain the disclosing Party's written consent. Written consent by the disclosing Party, however, shall not relieve the other Party of its obligations to comply with U.S. export control laws and regulations.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for Approval of Sole Source Purchase of EOD Robot from Northrop Grumman, Remotec, Inc. $305,001 of Funds 100% Reimbursable from the 2019 State Homeland Security Grant Program. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov, 505-955-6704)

Committee Review:
Public Safety Committee: 3/xx/2021
Quality of Life Committee: 3/17/2021
Finance Committee: 3/22/2021
Governing Body: 3/24/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL			X
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Works/Engineering	12/11/2020

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
WIP Design	3309980	572960	EN193300D	67,945	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 67,945	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To budget reimbursment from Louis Berger. City paid same invoice twice; reimbursement was received from Louis Berger Group in June 2020.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
330	(67,945)
TOTAL:	**(67,945)**

Amanda Archuleta — 12/17/2020
Prepared By *{print name}* — Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Digitally signed by Andy Hopkins Date: 2021.01.08 13:19:32 -07'00'
Budget Officer — Date

Division Director Signature *{optional}* — Date
12/23/2020
Department Director Signature — Date

N/A
Finance Director *{≤ $5,000}* — Date

N/A
City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico

MEMO

Date: December 17, 2020

To: Mary McCoy, Finance Director

Via: _____
Regina Wheeler, Public Works Department Director

From: Amanda Archuleta, Contracts Administrator

Subject: BAR – Louis Berger Group – Arroyo Chamiso Crossing

REQUESTED ACTION:

This BAR request is being requested to move budget into the project ledger below in the amount of $67,945 due to the City issuing a duplicate payment to Louis Berger Group for the same invoice for the same amount listed above.

From: **Misc Revenue – 3309980.471400**
To: **EN193300D – 3309980.572960**

BACKGROUND:

The purchasing department issued the purchase order in which we requested for the Arroyo Chamiso Crossing project. Once Louis Berger Group completed the work assigned, they submitted invoice # 22328 in the amount of $67,945.22.

This invoice was received in Munis, however once it was submitted for payment, it was entered as 000000000229328 to be paid for the amount of $67,945.22. The check # for this invoice was 3721, dated 12/27/2019.
This invoice was then again received in Munis by Sarah Anderson, and submitted for payment, it was then entered as 229328 to be paid for the amount of $67,945.22. The check # for this invoice was 3972, dated 01/09/2020.

After looking into this issue, the City made a duplicate payment to the same invoice in the exact same amount. We then worked with the Account Payable department to locate the duplicate payment, we then contacted Louis Berger Group to explain what had happened and requested a reimbursement for the duplicate payment. Louis Berger Group then submitted a reimbursement in the amount of $67,945.22 and was received by the City in June of 2020. The city cashiers then deposited this reimbursement into Misc. Revenue account rather than the project ledger mentioned above.

Should you have any questions please contact us.

22001092 THE LOUIS BERGER GROUP INC

2020, Closed, ENGINEERING SERVICES, PROFESSI

Activity
30

Audit
22

Purchase Order

Ordered
$251,337.89

Vendor
THE LOUIS BERGER GROUP INC

Requisition
12001885

Department
Public Works

PO Lines and Line Details | Invoices | Receiving

Number	Invoice Date	Status	Amount	Check Number	Check Date	Voucher	Posted
970982	06/26/2020	PAID	8,081.25	8161	06/30/2020		Yes
953562	04/30/2020	PAID	44,822.26	6947	05/08/2020		Yes
229328	12/13/2019	PAID	67,945.22	3972	01/09/2020		Yes
224105	09/26/2019	PAID	5,131.39	1427	10/03/2019		Yes
219574	08/27/2019	PAID	3,215.05	1427	10/03/2019		Yes
000000000229328	12/13/2019	PAID	67,945.22	3721	12/27/2019		Yes

City of Santa Fe
200 Lincoln Ave.
Santa Fe, NM 87504
505-955-4333

Misc GL
1x 67,945.22 67,945.22
GL Number: 31308.470400...

Payer Name: DUP PAYMENT LOUIS BERGER
06/30/2020

SubTotal:		67,945.22
Total:		67,945.22
Check	0.00	67,945.22

Number : 1648341

6/30/2020 11:06 Kenia
#0766098 /3/1
********** DUPLICATE #002 **********

12/11/2020 12:10 Loella
Thank You

107 248152 4721 P1 125164

1648341 *FOR INQUIRIES CONTACT USACCOUNTSPAYABLE@WSP.COM OR (717) 859-7400* V37321

DATE	INVOICE NUMBER	DESCRIPTION	AMOUNT
02-JUN-20	CRK060220	DUPLICATE PAYMENT	$67,945.22
			$67,945.22

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

WSP

WSP USA ADMINISTRATION INC.
4139 OREGON PIKE
EPHRATA, PA 17522-9550

50-937
213

No. 1648341

JPMorgan Chase Bank, N.A.
SYRACUSE, NEW YORK

DATE
10-JUN-20

AMOUNT USD
$67,945.22

PAY EXACTLY: Sixty-Seven Thousand Nine Hundred Forty-Five And 22/100 Dollars

TWO SIGNATURES REQUIRED OVER TWENTY FIVE THOUSAND DOLLARS

PAY TO THE ORDER OF

CITY OF SANTA FE
200 LINCOLN AVE.
SANTA FE, NM 87501

HEAT SENSITIVE RUB AREA TO VERIFY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈1648341⑈ ⑆021309379⑆ 601227556⑈

Check Request Form

This request will follow normal invoice processing guidelines and will be sent to the approver associated with the cost center indicated unless otherwise specified. Please provide copy of invoice or supporting documentation. See Instructions tab or contact AccountsPayable@pbworld.com for more details.

Today's Date: 06.02.20

Invoice Number:

PO #: (if applicable)

Vendor Number

Vendor Name City of Santa Fe, New Mexico

Remittance Address Accounts Payable PO Box 909

200 Lincoln Ave.

Santa Fe NM 87504-0909

Date Needed:

X **ASAP**

☐ Pay when due (default)

Print on separate check

X YES

☐ NO (default)

Delivery instructions

☐ **Mail to Payee** (default)

X **Return to** (name & location): **BARBARA POTTER**

☐ **Expedited Delivery Instructions (select one)**

- ☐ FedEx Label Attached (Fastest)
- ☐ 3rd Party FedEx Account No
- ☐ Cost Center to charge

☐ **Other delivery instructions**

Check Notes: **Duplicate Pymt. Ch# 3972 / 3721**

Coding of expenditure

Project	Task	Expenditure Type	Cost Center	Account	Amount
				002.0000.231005	$ 67,945.22
					$ 67,945.22

Reason for Check Request: Duplicate Payment of checks # 3972 / 3721

Requested by: Barbara J. Potter Date: 06.03.20

Manager Approval: Date:

AP Entry: Date:

CASHIERS CHECK ☐ **Select bank account:** ☐ **PBUS** ☐ **Other**

Please contact Accounts Payable directly for payment requests in the form of a cashier's check. Requests must be received by 12 Noon and please allow one week of delivery time. Overnight delivery may be requested but cannot be guaranteed.

credit: 01/15/2020 process: 01/15/2020 lockbox: 26262 batch: 252 item: 1
check: 3972 amount: USD 67,945.22 remitter:

City of Santa Fe, New Mexico
ACCOUNTS PAYABLE
P.O. BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6130

Wells Fargo Bank, N.A.
Santa Fe, NM

95-219/1070

Vendor Number	Check Date	Check Number
2237	01/09/2020	3972

VOID 1 YEAR FROM DATE OF ISSUE

$67,945.22

Sixty-seven Thousand Nine Hundred Forty-five Dollars and 22 Cents

Pay To the Order Of THE LOUIS BERGER GROUP INC
26262 NETWORK PLACE
CHICAGO, IL 60673-1262

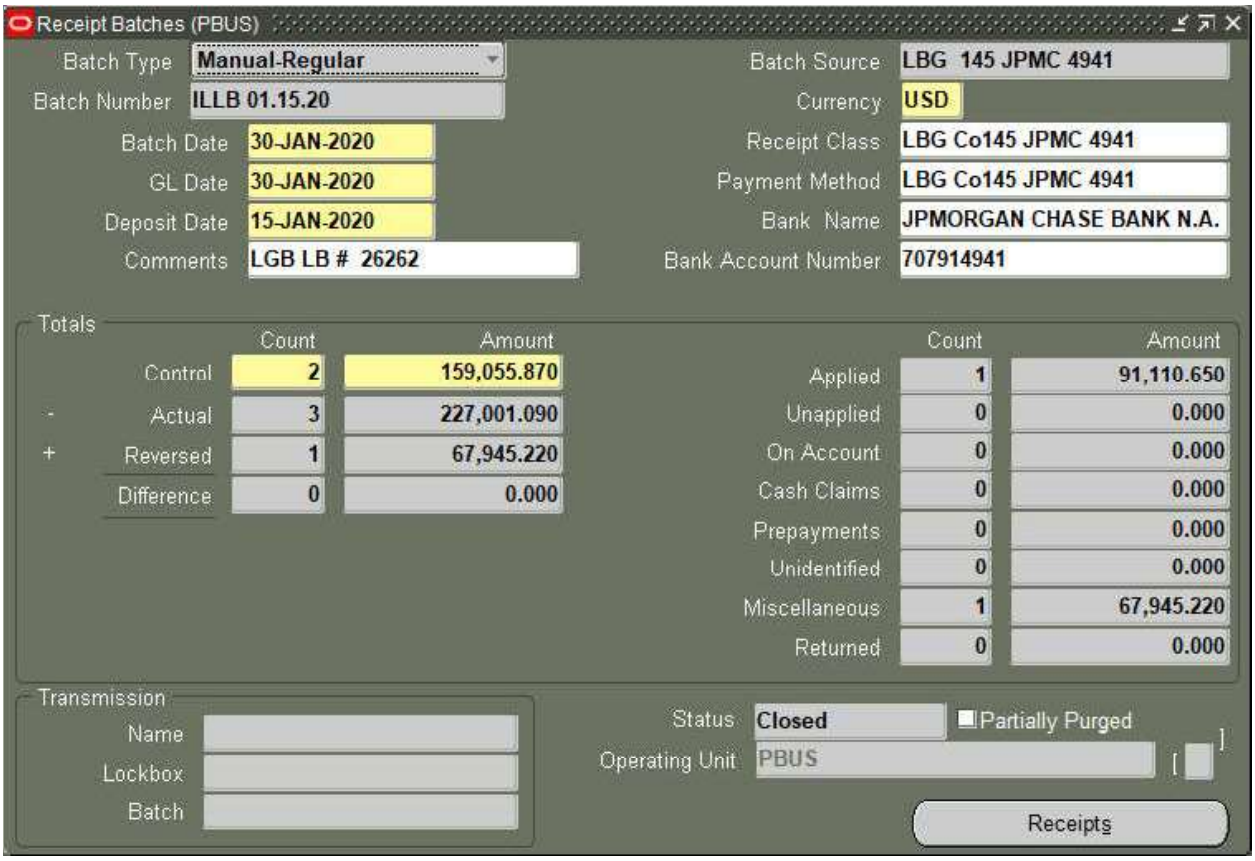
Authorized Signature **MP**

Authorized Signature **MP**

⑈0000397 2⑈ ⑆107002192⑆ 7318735151⑈ ⑈0006794522⑈

City of Santa Fe, New Mexico		PAGE: 1 OF 1	CHECK NUMBER:	00003972
INVOICE DATE	INVOICE NUMBER	DESCRIPTION		INVOICE AMOUNT
12/13/2019	229328	ENGINEERING SERVICES, PROFESSI PO #: 22001092 Public Works		$67,945.22

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
2237	THE LOUIS BERGER GROUP INC	3972	01/09/2020	$67,945.22


Receipt Batches (PBUS)
Batch Type
Manual-Regular
Batch Number
ILLB 01.15.20
Batch Date
30-JAN-2020
GL Date
30-JAN-2020
Deposit Date
15-JAN-2020
Comments
LGB LB # 26262
Batch Source
LBG 145 JPMC 4941
Currency
USD
Receipt Class
LBG Co145 JPMC 4941
Payment Method
LBG Co145 JPMC 4941
Bank Name
JPMORGAN CHASE BANK N.A.
Bank Account Number
707914941
Totals
Count
Amount
Control
2
159,055.870
- Actual
3
227,001.090
+ Reversed
1
67,945.220
Difference
0
0.000
Count
Amount
Applied
1
91,110.650
Unapplied
0
0.000
On Account
0
0.000
Cash Claims
0
0.000
Prepayments
0
0.000
Unidentified
0
0.000
Miscellaneous
1
67,945.220
Returned
0
0.000
Transmission
Name
Lockbox
Batch
Status
Closed
Partially Purged
Operating Unit
PBUS
Receipts

Potter, Barbara J.

From: Carlsten, Kathy A.
Sent: Tuesday, May 19, 2020 4:11 PM
To: Potter, Barbara J.
Subject: FW: 22001092-01 - Louis Berger Group (3309980.572960) #04.pdf
Attachments: 22001092-01 - Louis Berger Group (3309980.572960) #04.pdf

This invoice was double paid – see message from client

I work for the City of Santa Fe Accounts Payable Supervisor the Department sent you a duplicate payment Check #3972 paid on 1/5/20 and #3721 paid on 12/31/19 in the Amount $67,945.00 we need to get reimburse call me. Thank you!

Thank you,

Kathy Carlsten
Sr. Project Accountant

Phone: 505.878.6542
Fax 505.881.7602
Email: kathy.carlsten@wsp.com

WSP USA
6100 Uptown Blvd NE
Suite 700
Albuquerque, NM 87110

wsp.com

From: LENGYEL, DAYLENE S. <dslengyel@santafenm.gov>
Sent: Tuesday, May 19, 2020 11:16 AM
To: Carlsten, Kathy A. <Kathy.Carlsten@wsp.com>
Subject: 22001092-01 - Louis Berger Group (3309980.572960) #04.pdf

City of Santa Fe, New Mexico
ACCOUNTS PAYABLE
P.O. BOX 909
200 LINCOLN AVE
SANTA FE, NM 87504-0909
(505) 955-6130

Wells Fargo Bank, N.A.
Santa Fe, NM

95-219/1070

Vendor Number	Check Date	Check Number
2237	12/27/2019	3721

VOID 1 YEAR FROM DATE OF ISSUE

$67,945.22

Sixty-seven Thousand Nine Hundred Forty-five Dollars and 22 Cents

Pay To the Order Of THE LOUIS BERGER GROUP INC
26262 NETWORK PLACE
CHICAGO, IL 60673-1262

Authorized Signature **MP**

Authorized Signature **MP**



Manual/Regular - US Customized

Unit	Receipt Number	Type	Receipt Date	Receipt Amount	Net Amount	Status	Customer Name	GL Date
	3721	Standard	02-JAN-2020	67,945.22	67,945.22	Cleared	CITY OF SANTA FE	30-JAN-2020

HOPKINS, ANDREW J.

From: Emily Pisula <episula@sfswma.org>
Sent: Monday, December 28, 2020 9:09 AM
To: HOPKINS, ANDREW J.
Subject: Engineering BAR - Louis Berger
Attachments: Memo - Louis Berger Group (duplicate payment)signed.pdf

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.

Hi Andy-

I helped Amanda out with the BAR. So we received the revenue in FY19/20 so we don't need to budget the revenue – we are just trying to reallocate the available cash back into the expense line.

Little back story, we double paid the vendor, and didn't really catch it until late last FY year and then we didn't really pay too close attention to when we received the money but we received it and it was deposited into our revenue line on 6/30.

Let me know if you have any questions.

Emily

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Thursday, December 24, 2020 9:33 AM
To: Emily Pisula <episula@sfswma.org>
Subject: RE:

Good Morning Emily,

I wanted to ask, Andy told me I needed to add the revenue line item to the BAR you helped with earlier can you take a look and let me know if I did it right?

From: Emily Pisula <episula@sfswma.org>
Sent: Friday, December 11, 2020 1:57 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: RE:

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.

You are welcome.

No, I think the PO will need to be amended to add that amount back… I think that is the problem with MUNIS is that this amount was receipted and applied the PO 2x. If you wanted to try to reach out to someone over in Purchasing to see if there is possibly a work around, but it is so tough to get an answer from them.

Emily

From: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Sent: Friday, December 11, 2020 1:24 PM
To: Emily Pisula <episula@sfswma.org>
Subject: RE:

OMG!! Thank you so much for the help. Question once I do that BAR will the amount of PO balance go back up?

Im doing ok she is getting very active so little sleep and lots of RW work that im not supposed to be involved in. hope you are doing well.

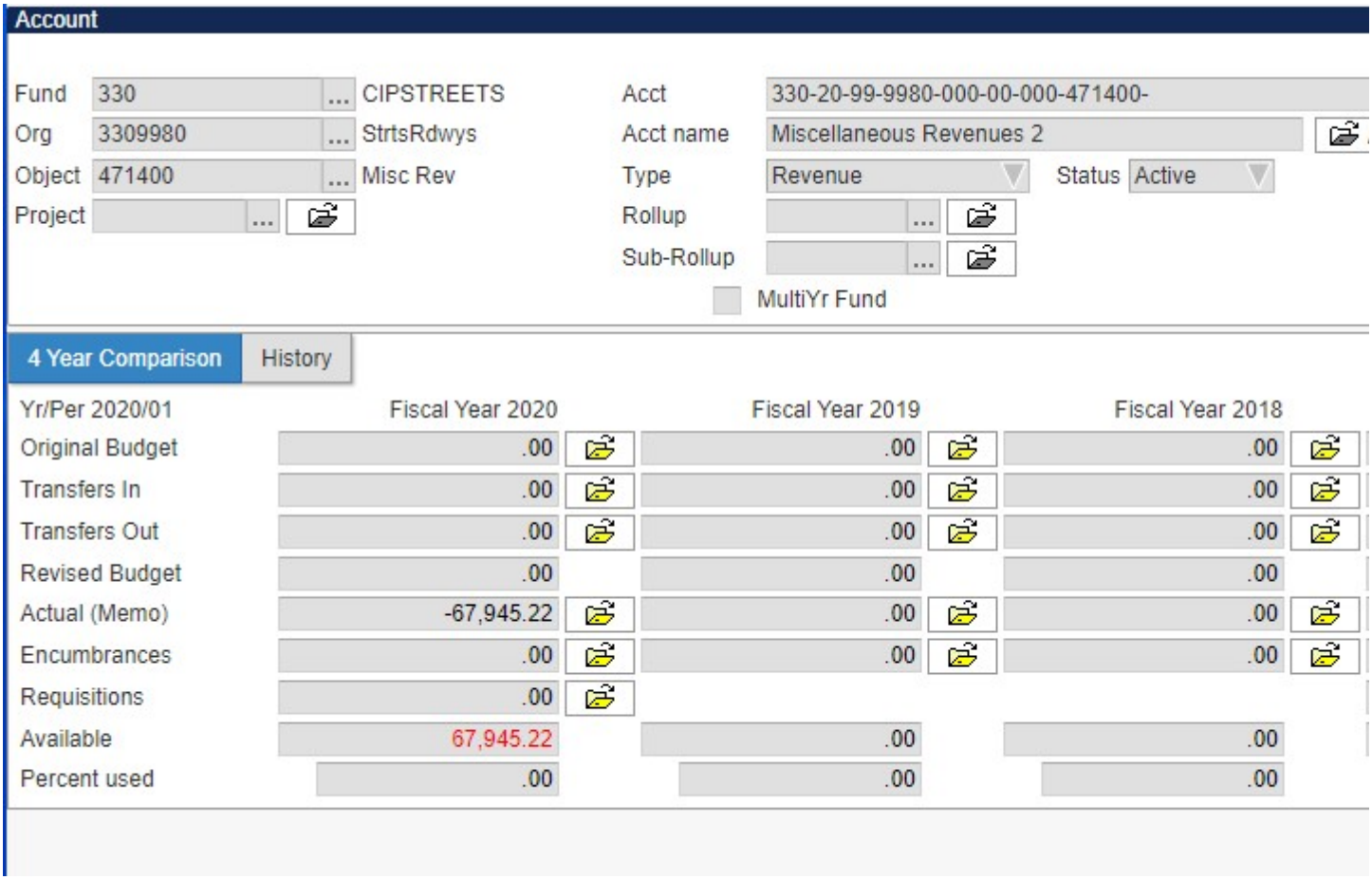
From: Emily Pisula <episula@sfswma.org>
Sent: Friday, December 11, 2020 1:19 PM
To: ARCHULETA, AMANDA J. <ajarchuleta@santafenm.gov>
Subject: FW:

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.

OK…. It was deposited into 3309980.471400 Misc Revenues – it should have been deposited into 3309980.470400 Reimbursements/Refunds, but it is OK where it was applied. So I know in the past when we have received reimbursements they were applied against the expense which is incorrect…. Anyways, this reimbursement is sitting in unbudgeted cash so we would need to move this money via BAR into the 3309980.572960, I attached a started BAR for you – you will just need to fill in the project string as well as it will need to be routed around for signatures, but this BAR is over $60K so it will need to be approved by council ☹.

Hope you are doing well.

Emily



From: ROMERO, CLARENCE L. <clromero@santafenm.gov>
Sent: Friday, December 11, 2020 12:11 PM
To: Emily Pisula <episula@sfswma.org>
Subject:

City of Santa Fe, New Mexico
Memorandum

DATE: **February 8, 2021**

TO: **Governing Body, Finance Committee and Public Works Committee**

FROM: **Regina Wheeler, Public Works Department Director** RW

ITEM AND ACTION:

Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights to LEDs for up to $421,185.00 including NMGRT.
Regina Wheeler, rawheeler@santafenm.gov, 955-6622.

BACKGROUND AND SUMMARY:

Street lights play an important role in making roadways safe for pedestrians, bicyclists and drivers. Most of the street lights in the City of Santa Fe are high pressure sodium (HPS) luminaires which are an old technology with a short lifespan, high failure rate and high electricity use. By converting street lights to LEDs, the reliability will be improved and electricity use reduced by approximately 60%.

PNM owns approximately 2060 of the approximately 5550 street lights in the City of Santa Fe. The City currently pays PNM, according to Rate 20, approximately $620,000 per year for electricity and maintenance on all of the approximately 5550 street lights. The City also pays PNM for non-routine maintenance associated with aging infrastructure and accidents on all of these lights at an additional cost averaging $300,000 per year. After the conversion, PNM will perform routine maintenance and emergency maintenance only on the street lights owned by PNM and the City will not be billed for maintenance on PNM owned lights. A subsequent agreement will be established between PNM and the City specifically defining the changes in the relationship with PNM related to maintaining the City's street lights. The contract with Dalkia considered by Governing Body on February 24, 2021, includes both conversion and ongoing maintenance of City owned lights.

The estimated on-bill electric savings of converting all of the street lights in the City to LED is projected to be $550,000 per year. These savings will pay for the conversion of City owned street lights which is being funded by municipal financing. Municipal financing could not be used to fund the conversion of PNM owned street lights since the City doesn't own the asset. The fee for converting PNM's street lights to LEDs is established by the PRC and will be funded from the 2018 GRT Bond premium.

PNM, Dalkia and the City are working together with the goal of converting all of the lights in one 9 month project which will include community driven design and approval by Governing Body of the final lighting design. A separate contract for conversion of the City owned lights by Dalkia was presented to Governing Body on February 24, 2021.

The lamps being removed will be recycled, and any hazardous waste managed properly by the PNM contractors. The LED luminaires to be installed on PNM street lights will be consistent with the wattage and color of the luminaire to be installed on the City's lights.

PROCUREMENT METHOD:
The procurement method is exempt from procurement since PNM, the local electric utility company, owns these lights and PRC regulations define the conversion by PNM.

BUDGET:
The conversion of PNM owned street lights to LEDs is being paid from the 2018 GRT Bond premium.

$421,185.00 including NMGRT
Project string FA183200IA, Fund 335 Org/Object 3359980.572970

MUNIS CONTRACT NUMBER:
3202499 PNM

SCHEDULE:
Public Works Committee: 02/22/2021
Finance Committee: 03/01/2021
City Council: 03/10/2021

The project is scheduled for completion by December 30, 2021, which is nine months after the Notice To Proceed (NTP).

ATTACHMENTS:
Conversion agreement with PNM
Exhibit A – PNM Certificate of Insurance(s)
Exhibit B – City of Santa Fe Business License(s)
Summary of Contract Form
Other Procurement Method Form

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEW MEXICO

This Agreement for the Conversion of Streetlights Owned by the Public Service Company of New Mexico ("Agreement") is made and entered into this ___ th day of_____, 2021, by and between the Public Service Company of New Mexico ("PNM" or "Company"), a New Mexico Corporation, and the City of Santa Fe ("Santa Fe"), a municipal corporation (collectively, "Parties").

RECITALS

WHEREAS, PNM owns approximately 2057 streetlights located within the City of Santa Fe;

WHEREAS, the streetlights owned by the Company consist of legacy electric light generation methods, including, without limitation, incandescent, mercury vapor, and high pressure sodium lights;

WHEREAS, Santa Fe has asked PNM to convert the Company's existing streetlights into light-emitting diode ("LED") lights (the "LED Streetlight Conversion Project");

WHEREAS, the current agreements and rate tariffs between PNM and Santa Fe that govern the provision of electricity to and maintenance of streetlights are as follows:

(i) Public Service Company of New Mexico Electric Services 16th Revised Rate No. 20 Canceling 15th Revised Rate No. 20 (the "Rate Tariff');

(ii) Agreement for the Ongoing Incidental and Emergency Maintenance of the Street Lights Owned or Maintained by the City of Santa Fe dated _____, 2020 (replacing Street Lighting Agreement between PNM and Santa Fe dated October 23, 1948, and all such amendments, restatements or additional agreements thereto between Santa Fe and PNM).

WHEREAS, Santa Fe recognizes that the Rate Tariff may be changed through a future rate review proceeding before the New Mexico Public Regulation Commission and desires to proceed with the LED Conversion Project subject to costs that may be assessed by the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement;

WHEREAS, the Company, acting in its capacity as a regulated public utility at all times material hereto, will complete the LED Conversion Project and shall charge Santa Fe for costs

associated with the completion of the LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth their respective rights and obligations arising from and related to the LED Conversion Project.

NOW THEREFORE, in consideration of the mutual terms, covenants, and conditions set forth in this Agreement, the Parties agree as follows:

AGREEMENT

1. PNM's Duties and Obligations.

a. PNM shall contract with and pay third-party contractors to complete the LED Conversion Project.

b. PNM will direct its contractors to acquire the LED lights needed for the LED Conversion Project.

c. PNM will coordinate with its contractors to convert the Company's existing streetlights located within Santa Fe to LED lights by, among other things, providing to its contractors an LED Light Conversion Schedule that will help facilitate the timely completion of the LED Conversion Project.

d. PNM will endeavor to consider Santa Fe's input regarding the LED Light Conversion Schedule, which will set forth the different phases of the LED Conversion Project, organized by the neighborhoods where the conversion of Company- owned streetlights will occur.

e. PNM will direct its contractors to coordinate the appropriate disposal of the old streetlights which will be removed and converted during the LED Conversion Project.

f. PNM will make a good faith effort to complete the LED Conversion Project within 5 months of the signing of this Agreement.

g. PNM will charge Santa Fe for the costs associated with the completion of the LED Conversion Project on a monthly basis in accordance with the terms and conditions of the Rate Tariff and this Agreement.

h. PNM will charge to Santa Fe any depreciated value for those poles or lights that need to be permanently removed for this LED Conversion Project in accordance with the terms and conditions of the Rate Tariff and this Agreement.

2. The Company's Work Limits. Notwithstanding anything to the contrary in this Agreement, PNM shall make a good faith effort to perform its duties and obligations hereunder but shall have no obligation to perform those duties or obligations to the extent that: (i) such duties or obligations would violate the work hours and limitations required by the Company's collective bargaining agreements and procurement contracts with vendors; or (ii) PNM needs to reallocate personnel that would otherwise perform the duties and obligations to address emergencies or other system needs or outages, within and outside of New Mexico, arising from or related to PNM's electrical service obligations, in PNM's sole discretion.

3. Santa Fe's Duties and Obligations.

a. Santa Fe agrees to issue a Purchase Order to PNM for the completion of the LED Conversion Project, which memorializes in writing Santa Fe's request that PNM convert all Company-owned streetlights to LED lights within the City of Santa Fe in accordance with the Rate Tariff and this Agreement. PNM will share with Santa Fe certain information regarding Company-owned streetlights, if needed, so that Santa Fe can prepare the Purchase Order contemplated by this Agreement. Such information includes the number of Company-owned streetlights, the geographic location of Company-owned streetlights, and the types of Company-owned streetlights, categorized by light wattage.

b. Santa Fe agrees to include within the Purchase Order the following information: (i) the number of PNM-owned streetlights Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project; and (ii) the types of PNM-owned streetlights categorized by light wattage that Santa Fe wants the Company to convert to LED lights in connection with the LED Conversion Project. Schedule "A" to this Agreement provides a breakdown of PNM's existing streetlights, categorized by light type and light wattage, and lists the Company's installation allowance for each LED operational substitute, per the terms and conditions of the Rate Tariff and Appendix "A" thereto.

c. Santa Fe acknowledges and agrees that all Company-owned streetlights subject to the LED Conversion Project will be replaced with the approved LED operational substitutes listed in Appendix "A" to the Rate Tariff. Santa Fe further acknowledges and agrees that it shall be responsible for all costs associated with the LED Conversion Project which exceed the installation allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads.

d. Santa Fe agrees to pay the Company in accordance with the terms and conditions of the Rate Tariff and this Agreement.

4. Charges, Payment and Late Payments.

a. Subsection (I)(a) of the Rate Tariff states that, "[u]pon request from the Customer, the Company shall convert or install Company owned street lighting fixtures at its own expense up to the limits provided by the [Rate Tariff], with any remaining expenses being the responsibility of the Customer."

b. Subsection (III)(A)(1)(a) of the Rate Tariff states that, "the Customer shall pay all costs for ... [a]ny conversions of Company-owned Lights or Poles made at the request of the Customer, subject to the allowances set forth in [the Rate Tariff] ".

c. Article V of the Rate Tariff allows PNM to recover "payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities."

d. The Parties agree that Subsections (I)(a) and (III)(A)(l)(a) of the Rate Tariff allow PNM to charge Santa Fe for all costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff.

e. The Parties further agree that Article V of the Rate Tariff allows PNM to recover payment from Santa Fe relevant to the Company's depreciated investment for any lamp and/or pole associated with the removal of PNM-owned lighting facilities.

f. The Parties further agree that PNM shall charge Santa Fe for the costs of the LED Conversion Project which exceed the allowances set forth in the Rate Tariff and the costs associated with the Company's depreciated investment in accordance with the terms and conditions of the Rate Tariff.

g. Santa Fe agrees to pay PNM for all costs associated with the LED Conversion Project which exceed the allowances set forth in the Rate Tariff. Those costs include but are not limited to the actual costs incurred by PNM, third party actuals, any applicable taxes, the cost of depreciated value in accordance with the language of the Rate Tariff, and the costs of PNM's loads. PNM anticipates the City's total estimated cost of the LED Conversion Project to be approximately $421,185.00. **This is an estimate only, and shall be subject to true-up to the actual cost of the LED Conversion Project**. Nothing in this Agreement shall be interpreted as preventing PNM from billing the City in excess of this estimated amount, and nothing in this Agreement shall be interpreted as relieving the City of its payment obligations in the event the actual total cost of the LED Conversion Agreement exceeds this approximate amount.

h. All billing invoices submitted by PNM against Santa Fe's Purchase Order shall be paid by Santa Fe within 45 days after the date of receipt of the applicable

invoice, unless Santa Fe reasonably and in good faith disputes any invoiced amounts billed against the Purchase Order in accordance with the terms set forth in Section 5 (the "Disputed Amounts"). Except for Disputed Amounts, any amounts not paid after the 75th day following the date of receipt of the applicable invoice will bear interest at the annual rate of 8% or the highest rate allowed by law, whichever is lower, from such date to the date of full payment.

5. Payment Disputes. If Santa Fe disputes any invoiced amount for PNM's performance of the services contemplated herein, Santa Fe must give notice to PNM by the date that such invoiced amount is due and payable in accordance with Section 4(h), setting forth in reasonable detail the basis for the dispute. Upon Santa Fe timely giving notice of any Disputed Amount, the Parties shall refrain from pursuing any other rights or remedies at law or in equity with respect to such Disputed Amount until all commercially reasonable efforts to resolve such Disputed Amounts in accordance with Section 27 are pursued.

6. Taxes. If gross receipts taxes are payable with respect to the duties and obligations performed by PNM hereunder, Santa Fe will be responsible for reimbursing the Company for those gross receipts taxes.

7. Santa Fe's Representations and Warranties. Santa Fe represents and warrants to PNM that the following statements are true and correct as of the Effective Date of this Agreement:

a. There is no pending or threatened, suit, action, litigation, or proceeding against or affecting Santa Fe that affects the validity or enforceability of this Agreement.

b. Santa Fe is not in violation of any law promulgated or judgment entered into by any governmental authority that individually or in the aggregate would affect its performance of any of its obligations under this Agreement.

c. The execution and delivery of this Agreement, the consummation of the transactions contemplated herein, and Santa Fe's compliance with the terms and provisions hereof will not conflict with or result in a breach of, or require any consent under, Santa Fe's charter or other organizational documents, any law or regulation, or any order, injunction, or decree.

d. To the best of Santa Fe's knowledge, the information provided by Santa Fe relating to this Agreement and the LED Conversion Project is true, correct, and complete in every material respect and contains no untrue statement of material fact and does not omit a material fact that would otherwise make its statements contained in this Agreement misleading.

8. Term; Termination; Effect of Termination.

a. Term. Provided that this Agreement is not terminated earlier in accordance with the terms set forth in Section 8(6) hereof, the Term of this Agreement will be for twelve (12) months beginning on the Effective Date or until the completion of the LED Conversion Project, whichever occurs earlier (the "Term"). The 12-month Term does not modify or otherwise extend the City's obligation to timely pay PNM within 45 days after the date of receipt of PNM's billing invoices, as set forth in Section 4(h) of this Agreement.

b. Termination.

i. Termination for Convenience. Santa Fe may terminate this Agreement at any time during the Term for convenience by providing no less than 90 days ' prior written notice to PNM.

ii. Termination for Cause by Santa Fe. Santa Fe may terminate this Agreement immediately upon written notice to PNM upon the occurrence of any of the following circumstances:

A. PNM becoming insolvent or being unable to pay its debts in the ordinary course of its business; PNM filing a voluntary petition under applicable bankruptcy or other insolvency laws; a receiver being appointed for the business affairs of PNM; any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against PNM that is not dismissed within forty-five (45) days thereafter; PNM making an assignment for the benefit of creditors; or PNM liquidating or ceasing to do business as a going concern;

B. A material breach of this Agreement by PNM and such breach not being cured, to Santa Fe’s reasonable satisfaction, within thirty (30) days following notice thereof;

C. The failure of PNM to comply with applicable law in all material respects with regard to its obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof; or

D. The failure of PNM to maintain the insurance requirements set forth in Section 20.

iii. Termination for Cause by PNM. PNM may terminate this Agreement pursuant to this Section 8(b)(iii) immediately upon written notice to Santa Fe upon the occurrence of any of the following circumstances:

A. Santa Fe becoming insolvent or being unable to pay its debts in the ordinary course; Santa Fe filing a voluntary petition under applicable bankruptcy or other insolvency laws; or any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or other insolvency law being instituted against Santa Fe that is not dismissed within forty-five (45) days thereafter;

B. A material breach of this Agreement by Santa Fe and such breach not being cured, to PNM's reasonable satisfaction, within thirty (30) days following notice thereof; or

C. The failure of Santa Fe to comply with applicable law in all material respects with respect to its respective obligations under this Agreement, and such failure not being cured within thirty (30) days following notice thereof.

c. Effect of Termination of Expiration. Upon the termination or expiration of this Agreement, (i) PNM shall discontinue the performance of all of its duties and obligations under this Agreement and shall prepare and deliver a final invoice for all amounts accrued for tasks performed that have not yet been invoiced to Santa Fe, (ii) and Santa Fe shall promptly pay PNM all unpaid amounts owed and not disputed under this Agreement within forty-five (45) days after the later of the effective date of termination or the date of the final invoice, (iii) each party shall either return or destroy (at the other party's election) the other party's Confidential Information (as such term is defined below), (iv) if either party is in default under this Agreement, the non-defaulting party may exercise any other remedies available at law or in equity , all of which will be cumulative, and (v) Sections 3, 4, 9, 10, and 14 will survive.

9. Release. Santa Fe releases and forever discharges PNM and its agents, personnel, officers, directors, managers, and affiliates from all claims, demands, actions and causes of action, including claims of indemnity or contribution, relating directly or indirectly to (a) the LED Conversion Project; (b) any damage to Santa Fe property, except for damage caused by PNM's negligence, gross negligence, or willful misconduct; (c) any loss or damage arising in connection with any violation of law or applicable safety codes or standards by Santa Fe in connection with the LED Conversion Project; and (d) the failed abatement, remediation, removal, or disposal of any Hazardous Materials (as such term is defined below) arising or resulting from the LED Conversion Project, unless such Hazardous Materials were furnished or used by PNM in connection with its performance of the duties or obligations under this Agreement and in compliance with applicable law.

10. Confidentiality.

a. Definition. "Confidential Information" means information or materials provided by one party ("Discloser") to another party ("Recipient") which are in tangible form and labeled "confidential" or the like, or, information which a reasonable person knew or should have known to be confidential.

b. Protection. Recipient may use Confidential Information of Discloser solely (A) to exercise its rights and perform its obligations under this Agreement; or (B) in connection with the parties' ongoing business relationship. Recipient will not use or disclose any Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or contractors of Recipient who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary Information of a similar nature but with no less than reasonable care.

c. Exceptions. Recipient's obligations under Section 10 with respect to any Confidential Information will terminate if Recipient can show by written records that such information: (A) was already known to Recipient at the time of disclosure by Discloser; (B) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (C) is, or through no fault of Recipient has become, generally available to the public; or (D) was independently developed by Recipient without access to, or use of, Discloser's Confidential Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body, provided that Recipient notifies Discloser of such required disclosure promptly and in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11. Hazardous Materials. PNM shall have no responsibility for detection, abatement, remediation, removal or disposal of any substance, material, waste, gas or particulate matter, hazardous substance, pollutant or contamination that is regulated, listed, or identified under any law or that becomes regulated, listed, or identified under any law (collectively, "Hazardous Materials"), except for any Hazardous Materials furnished or used by PNM in connection with the performance of the Company's duties and obligations hereunder.

12. Regulatory Reporting and Cooperation. The parties acknowledge that PNM is regulated by the New Mexico Public Regulation Commission and may be regulated by other governmental agencies including the Federal Energy Regulatory Commission, and that PNM may have certain reporting requirements related to the Company’s duties and obligations hereunder. Santa Fe shall maintain detailed and accurate records of the costs and activities related to the performance of its obligations under this Agreement and shall provide such records, together with

such other information or documents related to the LED Conversion Project as may be reasonably requested by PNM promptly upon request by PNM to the extent required in a regulatory proceeding. Santa Fe shall take such further actions and execute such further documents or instruments as may be reasonably requested by PNM that are reasonably related to PNM's regulatory compliance obligations with respect to the Company' s duties and obligations hereunder.

13. Subcontractors. PNM may use subcontractors in the performance of the Company's obligations under this Agreement.

14. Inspection of Public Records. PNM acknowledges that, if a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq., NMSA 1978) ("Act") is received for materials relating to this Agreement, and provided that such materials are not exempt under the Act ("Exempted Materials"), Santa Fe is required to disclose those records. Santa Fe shall make a good faith effort to determine what materials are Exempted Materials and to not disclose Exempted Materials. Santa Fe shall, unless prohibited under the Act, provide PNM with immediate notice before any disclosure to allow PNM an opportunity, within the Act's fifteen day deadline, to initiate legal action to prevent the release of trade secret, proprietary data, or confidential data, or any other materials that to a reasonable person could be considered Exempted Materials, should PNM wish to do so. Notwithstanding anything to the contrary herein, with the exception of the Exempted Materials, Santa Fe shall not be responsible to PNM for any lawful disclosure of records required by the Act or an order of a court or other tribunal with jurisdiction over Santa Fe.

15. Joint Preparation. This Agreement shall be deemed to be jointly prepared. No provision in this Agreement shall be interpreted for or against any party because that party or its counsel drafted such provisions.

16. Time of Performance. This Agreement shall commence upon PNM beginning the work contemplated herein. PNM will endeavor to complete the LED Conversion Project within 5 months of the signing of this Agreement.

17. Authorized Representatives. Each party shall designate and shall have designated at all times one representative authorized to act and administer this Agreement of behalf of the designating party (each, an "Authorized Representative") and shall provide to the other party and update, if necessary, the name, address, telephone number, e-mail address, facsimile, and any other pertinent contact information (collectively, "Contact information") for its Authorized Representative. A party may replace its Authorized Representative by written notice to the other party. If a party desires to designate any additional authorized representatives, it shall specify the nature of the communications for which each such representative is authorized to act on the designating party's behalf. The contact information for each of the Parties' current authorized representatives is set forth on Schedule "B" to this Agreement. Neither party's Authorized Representative shall have any authority to amend, modify, or waive this Agreement or any provision hereof, but the Authorized Representatives may provide information where expressly specified herein or to the extent reasonably necessary for the parties' respective performance of their obligations hereunder.

18. Appropriations. Notwithstanding any other provision of this Agreement, the terms and conditions of this Agreement are contingent upon the Santa Fe City Council making the appropriations necessary for the performance of this Agreement.

19. Independent Contractor. Neither PNM nor its employees are considered to be employees of Santa Fe for any purpose whatsoever. PNM is considered to be an independent contractor at all times in the performance of the services contemplated under this Agreement. PNM further agrees that neither it nor its employees are entitled to any benefits from Santa Fe under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of Santa Fe under the provisions of any merit system ordinance that may be now or hereinafter enacted or amended.

20. Insurance. Each party shall purchase and maintain insurance in accordance with such party's own internal policies and procedures. Each party shall provide proof of such insurance and renewals thereof upon request by the other party.

21. Compliance with Laws. Both parties shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments in connection with the performance of their respective duties and obligations under this Agreement.

22. Amendments. Any amendments to this Agreement shall be in writing and mutually agreed upon by the Parties.

23. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

24. Entire Agreement; Order of Precedence. This Agreement, including the Rate Tariff referenced above which has been incorporated herein by reference, contains the entire Agreement of the Parties relevant to the LED to Conversion Project and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith. In the event of any conflict between the terms of this Agreement and the Rate Tariff, the Rate Tariff will control.

25. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.

26. Venue. The parties agree that the courts of the State of New Mexico sitting in Santa Fe County, New Mexico, will have exclusive jurisdiction to hear any action or judicial proceedings with respect to this Agreement. The parties each agree not to raise any objection to venue or any defense of inconvenient forum to any action or judicial proceedings brought

by the other party or arising in connection with this Agreement brought in the aforementioned courts.

27. Dispute Resolution. If any question, dispute, difference, or claim arises out of or in connection with this Agreement, including any question regarding its existence, validity, performance, or termination (a "Dispute"), then either party may provide written notice to the other together with a sufficiently detailed explanation of the notifying party's position with respect to the Dispute, and the Authorized Representatives of the parties shall meet promptly and shall diligently attempt in good faith to resolve the Dispute for a period of not more than five days (the "Initial Meeting "). If the Authorized Representatives are unable to resolve such Dispute during the Initial Meeting, then each party shall designate one agent authorized to bind such party or with settlement authority, and such designated agents shall meet within ten days following the end of the Initial Meeting, or at a time mutually agreed upon by the Authorized Representatives, to attempt in good faith to resolve the Dispute and produce written terms of settlement for the Dispute (a "Settlement Agreement"). A Settlement Agreement executed by each designated agent shall serve as conclusive evidence of the resolution of such Dispute. the designated agents do not produce and execute the Settlement Agreement within twenty days after the date of the first meeting of the designated agents or within a longer period agreed to by each designated agent, then either party may, upon written notice to the other party, pursue all of its rights and remedies provided at law or in equity or otherwise in this Agreement.

28. Waiver of Jury Trial. Each party hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any proceeding brought to enforce or interpret this Agreement. Each party acknowledges that it and the other party have been induced to enter this Agreement by, among other things, the mutual waivers and certifications in this Section.

29. Force Majeure. PNM shall not be considered to be in default in respect to any obligation hereunder, if delays in or failure of performance shall be due to Force Majeure. The term "Force Majeure" shall mean any cause beyond the control of the Company and not due to its fault or negligence, including, but not limited to, acts of God, flood, earthquake, storm, fire, lightning, epidemic, pandemic, war, terrorist activity, riot, civil disturbance, sabotage, inability to obtain permits, licenses, and authorizations from any local, state, tribal , or federal agency for any of the materials, supplies, equipment, or services required to be provided hereunder, fuel shortages, strikes or other labor disputes, delay associated with lack of skilled labor or resources in Santa Fe County, or restraint by court or public authority, any of which by exercise of due foresight PNM could not reasonably have been expected to avoid, and which by the exercise of due diligence it is unable to overcome. PNM shall not, however, be relieved of liability for failure of performance if such failure is due to removable or remediable causes which it fails to remove or remedy with reasonable dispatch. Nothing contained herein, however, shall be construed to require PNM to prevent or settle a strike or other labor disputes against its will. The Party whose performance hereunder is so affected shall immediately notify the other Party of all pertinent facts and take all reasonable steps to

promptly and diligently prevent such causes if feasible to do so, or to minimize or eliminate the effect thereof without delay. Santa Fe shall make no claim against PNM and hereby waives, releases and discharges any and all claims against the Company for additional compensation or Damages by reason of any delay or additional services due to a Force Majeure.

30. No Waiver. Nothing in this Agreement shall be construed as a waiver of either Party's legal rights, unless expressly addressed herein. Each party expressly reserves any legal rights and remedies to the extent that this Agreement is silent on a particular point.

31. Notices. Unless this Agreement specifically requires otherwise, any notice, demand, or request provided for herein or served, given, or made as contemplated hereby must be in writing and either (i) delivered in person, (ii) sent by email, (iii) sent by certified United States mail, postage prepaid, or (iv) sent by a nationally recognized overnight courier service that provides a receipt of delivery, in each case, to the other party's Authorized Representative. Notice given by personal delivery, mail, or overnight courier pursuant to this Section is effective upon receipt (or refusal of delivery) by the other party's Authorized Representative. Notice given by email pursuant to this Section is effective if sent to the email address of the other party's Authorized Representative that is set forth on Schedule B, regardless of acknowledgement of receipt.

32. Relationship of the Parties. Nothing contained in this Agreement will be construed in any manner as creating an agency, partnership, joint venture or any other type of relationship between PNM and Santa Fe. Neither party will have, nor will such party hold itself out as having, any authority whatsoever, whether express or implied, to assume, create, or incur any obligation or liability whatsoever, contractual or otherwise, on behalf of or in the name of the other party or to bind the other party in any other manner whatsoever.

33. Construction. The headings of the Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including, without limitation."

34. New Mexico Tort Claims Act. Any liability in tort incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

IN WITNESS WHEREOF, Santa Fe and PNM have executed this Agreement as of the date first written above.

CITY OF SANTA FE

By: _____
Alan Webber
Mayor, City of Santa Fe, New Mexico

Attest:

_____
Kristine Mihelcic, City Clerk

City Attorney's Office:
Marcos Martinez
Marcos Martinez (Feb 11, 2021 14:58 MST)
_____
Senior Assistant City Attorney

Approved for Finances:

_____
Mary McCoy, Finance Director

PUBLIC SERVICE COMPANY OF NEW MEXICO

By: _____
Todd Fridley February 19, 2021
Vice President, PNM New Mexico Operations

SCHEDULE "A"

AGREEMENT FOR THE CONVERSION OF STREETLIGHTS
OWNED BY THE PUBLIC SERVICE COMPANY OF NEWMEXICO

PNM's Existing Streetlights by Wattage	**Units of Streetlights by Wattage**	**Installation Allowances in 16th Revised Rate No.20**	**LED Operational Substitutes Per Appendix A to 16th Revised Rate No. 20**
I00W HPS	983	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K
250WHPS	161	$480.00	**Operational Substitute No. 2** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K
400W HPS	62	$1,040.00	**Operational Substitute No. 3** ATBL F MVOLT R3 NL P7, 259W, 4000K ERL2 0 28C3 40 A GRAY, 251W, 4000K VERDM-A04-D-U-T3-4N7-10MSP-AP, 247W, 4000K ATBL FM VOLT R3 3K NL P7, 259W, 3000K ERL2 0 28C3 30 A GRAY, 251W, 3000K VERDM-A04-D-U-T3-7030-4N7-10MSP-AP, 247W, 3000K ATBL F 480 R3 NL P7 XL, 259W, 4000K
175W MV	838	$160.00	**Operational Substitute No. 1** ATBS P10 MVOLT R2 NL P7 XL, 40W, 4000K ERLl 0 05B3 40 A GRAY, 39W, 4000K VERD-C016-D-U-T2-4N7-10MSP-AP,39W, 4000K ATBS P10 MVOLT R2 3K NL P7 XL, 40W, 3000K ERLl 0 05B3 30 A GRAY, 39W, 3000K VERD-C016-D-U-T2-7030-4N7-10MSP-AP, 39W, 3000K

400WMV	13	$480.00	**<u>Operational Substitute No. 2</u>** ATBM P30 MVOLT R3 NL XL P7, 118W, 4000K ERL2 0 16C3 40 A GRAY, 120W, 4000K VERD-C02H-D-U-T3-4N7-10MSP-AP, 120W, 4000K ATBM P30 MVOLT R3 3K NL XL P7, 118W, 3000K ERL2 0 16C3 30 A GRAY, 120W, 3000K VERD-C02H-D-U-T3-7030-4N7-10MSP-AP, 120W, 3000K ATBM P30 480 R3 NL P7 XL, 118W, 4000K

SCHEDULE "B"

Authorized Representatives

The Contact Information for the Authorized Representatives is initially as follows:

Public Service Company of New Mexico

Derek Kastendieck
Large Construction Project Manager,
NMOPS Projects and Program Management
2401 Aztec NE
MSZ200
Albuquerque, New Mexico 87107
derek.kastendieck@pnm.com
505-241-2922 office
505-238-5932 cell

Manuel Quintana
Senior Strategic Account Manager
PNM Account Management
414 Silver Ave. SW
Albuquerque, NM 87102
Manuel.quintana@pnm.com
505-241-4716 office
505-249-3105

City of Santa Fe, New Mexico

Regina Wheeler,
Public Works Director
PO Box 909
500 Market St. Suite 200
Santa Fe, New Mexico 87504-0909
(505) 955-6622

2021 02 11 PNM LED Conversion Agreement Santa Fe (Final Clean) (PNM legal review 1.15.20)

Final Audit Report 2021-02-11

Created:	2021-02-11
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
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Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
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Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-11 - 9:58:59 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-11 - 9:58:59 PM GMT

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PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

APPLICABILITY: Applicable to streetlighting and floodlighting systems and under contract with any municipal corporation or other political subdivision within the State of New Mexico.

AVAILABILITY: Available within all areas served by the company in New Mexico.

MINIMUM CHARGE: Payment for lamps, standards, and lighting fixtures installed in accordance with the rates specified below.

TERMS OF PAYMENT: All bills are net and payable within twenty (20) days from the date of bill. If payment for any or all electric service rendered is not made within thirty (30) days from the date the bill is rendered, the Company shall apply an additional late payment charge as defined in Rate 16 Special Charges.

NET RATE PER MONTH OR PART THEREOF: The charge per month will be the sum of the applicable components of A, B, C, D, E, F and G.

A. LIGHT CHARGE (for unmetered lights where maintenance is provided by the Company and included in the Monthly Charge):

Standard Light Type	Monthly kWh Usage	Monthly Charge (Company Owned)	Monthly Charge (Customer Owned)
Mercury Vapor ("MV") Lights (1)			
175W MV	73	$16.83	$8.16
400W MV	162	$27.22	$18.11
Low Pressure Sodium ("LPS") Lights (1)			
55W LPS	28	$12.93	$3.13
135W LPS	63	$18.49	$7.04
High Pressure Sodium ("HPS") Lights			
70W HPS	31	$12.14	$3.47
100W HPS	45	$13.70	$5.03
200W HPS	89	$18.45	$9.95
250W HPS	107	$21.07	$11.96
400W HPS	165	$27.56	$18.45

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

Light Emitting Diode ("LED")				x
Lights 43W LED Streetlight	15	$9.55	N/A	x
54W LED Streetlight	19	$9.97	N/A	x
130W LED Streetlight	46	$12.67	N/A	x
258W LED Streetlight	92	$21.41	N/A	x

(1) Service under this rate is restricted to those installations and customers receiving service as of August 21, 2011. x x

B. METERED SERIES STREET LIGHTING: For PNM owned and maintained metered lights, and customer owned metered lights where maintenance is not provided by the Company and is not included in the monthly charge. x x x

Description	Monthly Rate (Company Owned (1))	Monthly Rate (Customer Owned)	
Metered Lighting	$0.229523	$0.0958247	x

(1) Service under this rate is restricted to those installations receiving service as of August 21, 2011. x x

C. CUSTOMER OWNED AND MAINTAINED LIGHTING Charges: (for unmetered lights where maintenance is not provided by the Company and is not included in the Monthly Charge) x x

Fixture Wattage Range	Monthly kWh Usage (2)	Monthly Charge	
From 0.0 to 10.0 Watts	3.555	$0.34	x
From 10.1 to 20.0 Watts	7.110	$0.68	x
From 20.1 to 30.0 Watts	10.665	$1.02	x
From 30.1 to 40.0 Watts	14.220	$1.36	x
From 40.1 to 50.0 Watts	17.775	$1.70	x
From 50.1 to 60.0 Watts	21.330	$2.04	x
From 60.1 to 70.0 Watts	24.885	$2.38	x
From 70.1 to 80.0 Watts	28.440	$2.73	x
From 80.1 to 90.0 Watts	31.995	$3.07	x
From 90.1 to 100.0 Watts	35.550	$3.41	x
From 100.1 to 110.0 Watts	39.105	$3.75	x
From 110.1 to 120.0 Watts	42.660	$4.09	x
From 120.1 to 130.0 Watts	46.215	$4.43	x
From 130.1 to 140.0 Watts	49.770	$4.77	x

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

From 140.1 to 150.0 Watts	53.325	$5.11	x
From 150.1 to 160.0 Watts	56.880	$5.45	x
From 160.1 to 170.0 Watts	60.435	$5.79	x
From 170.1 to 180.0 Watts	63.990	$6.13	x
From 180.1 to 190.0 Watts	67.545	$6.47	x
From 190.1 to 200.0 Watts	71.100	$6.81	x
From 200.1 to 210.0 Watts	74.655	$7.15	x
From 210.1 to 220.0 Watts	78.210	$7.49	x
From 220.1 to 230.0 Watts	81.765	$7.84	x
From 230.1 to 240.0 Watts	85.320	$8.18	x
From 240.1 to 250.0 Watts	88.875	$8.52	x
From 250.1 to 260.0 Watts	92.430	$8.86	x
From 260.1 to 270.0 Watts	95.985	$9.20	x
From 270.1 to 280.0 Watts	99.540	$9.54	x
From 280.1 to 290.0 Watts	103.095	$9.88	x
From 290.1 to 300.0 Watts	106.650	$10.22	x
From 300.1 to 310.0 Watts	110.205	$10.56	x

Fixture Wattage Range	Monthly kWh Usage (1)	Monthly Charge	
From 310.1 to 320.0 Watts	113.760	$10.90	x
From 320.1 to 330.0 Watts	117.315	$11.24	x
From 330.1 to 340.0 Watts	120.870	$11.58	x
From 340.1 to 350.0 Watts	124.425	$11.92	x
From 350.1 to 360.0 Watts	127.980	$12.26	x
From 360.1 to 370.0 Watts	131.535	$12.60	x
From 370.1 to 380.0 Watts	135.090	$12.94	x
From 380.1 to 390.0 Watts	138.645	$13.29	x
From 390.1 to 400.0 Watts	142.200	$13.63	x

(1) Monthly kWh usage = Maximum Wattage in range x 355.5 hours per month / 1,000 Watts per kW. x

(2) For alternative lights larger than 400W, the applicable usage and rate shall be the sum of the 390.1 - 400.0 Watts row in the table above plus a wattage range such that the resulting range encompasses the actual wattage of the light (Example: for a 600 Watt light, the applicable usage and charge is determined by adding the 390.1 – 400.0 Watts row and the 190.1 – 200.0 Watts row together, resulting in a 590.1 – 600.0 Watt Range with a monthly usage of 213.300 kWh and a monthly charge of $20.44). x x x x x

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

D. POLE CHARGE: For company owned lighting attached to a dedicated street lighting pole.

Description	Monthly Charge (Company Owned)
Wood Pole	$5.20
Non-Wood Pole	$7.81

E. FUEL AND PURCHASED POWER COST ADJUSTMENT: The above rates are based upon a base fuel cost for energy approved in NMPRC Case No. 14-00332-UT. For this tariff, base rate is $0.0264140 per kWh, effective for fuel and purchased power expenses incurred beginning January 10, 2015.

All kWh usage under this tariff will be subject to a Fuel and Purchase Power Cost Adjustment Clause ("FPPCAC") factor calculated according to the provisions in PNM's Rider 23.

The appropriate FPPCAC factor will be applied to all kWh appearing on bills rendered under this tariff.

F. OTHER APPLICABLE RIDERS: Any other PNM riders that may apply to this tariff shall be billed in accordance with the terms of those riders.

G. SPECIAL TAX AND ASSESSMENT ADJUSTMENT: Billings under this Schedule may be increased by an amount equal to the sum of the taxes payable under the Gross Receipts and Compensating Tax Act and of all other taxes, fees, or charges (exclusive of ad valorem, state and federal income taxes) payable by the utility and levied or assessed by any governmental authority on the public utility service rendered, or on the right or privilege of rendering the service, or on any object or event incidental to the rendition of the service.

SPECIAL CONDITIONS:

I. Installation and Ownership of Lighting Facilities:

a) Company Owned Lighting Facilities-
Upon request from the Customer, the Company shall install Company owned streetlighting fixtures at its own expense up to the limits provided by the Installation Allowance Table below, with any remaining expenses being the responsibility of the Customer. All lighting facilities shall be and remain the property of the Company.

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

Company Owned Light & Pole Installation Allowances

High Pressure Sodium Lighting Facilities	
70W High Pressure Sodium Street Light	$1,000.00
100W High Pressure Sodium Street Light	$1,000.00
200W High Pressure Sodium Street Light	$980.00
250W High Pressure Sodium Street Light	$1,050.00
400W High Pressure Sodium Flood Light	$1,050.00
400W High Pressure Sodium Street Light	$1,050.00
Light Emitting Diode ("LED") Lighting Facilities	
43W LED Street Light	$770.00
54W LED Street Light	$770.00
130W LED Street Light	$760.00
258W LED Street Light	$1,140.00
Dedicated Streetlight Poles	
Wood Pole	$850.00
Non-Wood Pole	$1,010.00

b) Customer Owned Lighting Facilities-

i. The Customer shall be obligated to install its own streetlighting fixtures and poles at its own expense. The Company shall inspect and approve all Customer installed streetlighting prior to it being placed under this Rate.

ii. If requested by the Customer, poles or fixtures may be installed by the Company or an agent approved by the Company. Customer shall pay the Company for all installation costs of the facilities where such installation is done by the Company or the Company's agent.

iii. All facilities installed to provide electric service to customer owned streetlights under this tariff shall be and remain the property of the Company.

iv. The Customer is required to provide specific performance data on the total energy consumption of each non-standard fixture installed.

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC SERVICES

15TH REVISED RATE NO. 20
CANCELING 14TH REVISED RATE NO. 20

INTEGRATED SYSTEM STREETLIGHTING
AND FLOODLIGHTING SERVICE

II. Highway Signs:

No service to or maintenance of highway signs connected to the lighting system is included under this schedule.

III. Changes and Additions:

Relocations and changes, other than normal operation and maintenance of any luminaries, poles, or fixtures after the same have been installed, including system replacements or knock-down replacements, will be at the expense of the customer. If requested by the customer, Company agrees to make all replacements for knock-downs of Customer owned light poles and to bill the Customer for all costs associated with such replacements. Customer agrees to coordinate recovery efforts with Company in instances where Company has potential legal liability from claims of the parties responsible for Customer owned pole damage. The Company will attempt to recover the costs of knock-down replacements of Company owned light poles from the parties responsible. Any unrecoverable costs will be billed to the customer. The Company will furnish to the customer a copy of all information pertaining to the identity and circumstances of the knock-down when same becomes available to the Company.

IV. Operation and Maintenance:

A. Total Company-Owned System:
The Company will perform normal operation and maintenance of the lighting system which includes routine maintenance, repairs and fixture servicing including all spot lamp replacement required by faulty lamps.

Major repair and fixture replacements required due to vandalism, vehicle accidents, projectiles, or acts of God will be performed by the Company at the expense of the customer.

Mandatory replacement of or alterations to working luminaire to bring them into compliance with existing or future laws or ordinances will be performed by the Company at the expense of the customer.

It shall be the duty of the customer to report to the Company the failure of any lamp covered by the Rate to burn, or to burn adequately, and it shall thereafter be the obligation of the Company to at once restore such lamp to service subject, however, to the provisions of Special

Advice Notice No. 507

Gerard T. Ortiz
Vice President, NM Regulatory Affairs

GCG# 518996

Conditions I, above and to subsequent provisions of this item as to replacements. Any lamp so reported as failing to burn, or to burn adequately, shall be replaced or repaired and returned to regular operation within seventy-two (72) hours from the time of notice of such failure to the Company. Pole hits and failures due to the loss of underground conductors or control equipment are excluded from the 72 hour requirement and shall be repaired as material availability and scheduling permits.

B. Total Customer-Owned System:

Page 1; Section A - "Light Charge (for unmetered lights where maintenance is provided by the Company and included in the Monthly Change": Maintenance under this section includes faulty photoelectric cell replacement, faulty lamp replacement, faulty fixture fuse replacement, and incidental lens cleaning.

Page 2; Sections B - "Metered Series Street Lighting", and C - "Customer Owned and Maintained Lighting". Maintenance under these sections is the responsibility of the customer.

All other operation and maintenance, including traffic control costs and troubleshooting customer owned systems may be done by the Company at the request and expense of the customer. The Company will not stock maintenance items that are considered nonstandard by the Company for use in maintaining customer-owned lighting systems. Stocking of these nonstandard items is the sole responsibility of the customer.

V. Termination:

Service to any lamp installed hereunder shall be terminated by the Company upon receipt of thirty (30) days notice and coincident with such notice, payment of the Company's depreciated investment for any lamp and/or pole associated with the removal of any Company owned lighting facilities.

VI. In the event of a conflict between the terms of this rate schedule and any provision contained in the streetlighting contract in effect, the relevant terms of the rate schedule shall control.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Southwest, Inc.
Dallas TX Office
5005 Lyndon B Johnson Freeway
Suite 1500
Dallas TX 75244 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Assoc Electric & Gas Ins Serv Ltd -AEGIS	AA3190004
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Public Service Company of New Mexico
Corporate Headquarters
MS 0905
Albuquerque NM 87158 USA

COVERAGES **CERTIFICATE NUMBER:** 570082027849 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X SIR $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			EB2641444990020 SIR applies per policy terms & conditions	06/01/2020	06/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,500,000 $1,000,000 Excluded $1,500,000 $10,000,000 $10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			AS2-641-444990-010	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
C	**UMBRELLA LIAB** OCCUR X **EXCESS LIAB** X CLAIMS-MADE DED RETENTION			XL5115009P Claims Made	06/01/2020	06/01/2021	EACH OCCURRENCE AGGREGATE	$35,000,000 $35,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA764D444990030	06/01/2020	06/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Information purposes only

CERTIFICATE HOLDER

Public Service Company of New Mexico
Corporate Headquarters, MS 0905
Albuquerque NM 87158 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier :

Certificate No : 570082027849

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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: PUBLIC SERVICE CO OF NM
DBA: PUBLIC SERVICE CO OF NM

Business Location: 414 SILVER AVE SW MS 1275
ALBUQUERQUE, 87102-3289

Owner: PUBLIC SERVICE CO OF NM

License Number: 225000

Issued Date: January 27, 2021

Expiration Date: January 27, 2022

CRS Number: 01-000050-000

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: $10.00

PUBLIC SERVICE CO OF NM
414 SILVER AVE SW MS 1275
ALBUQUERQUE, NM 87102-3289

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

City of Santa Fe, New Mexico

memo

Date: **February 24, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

From: **Regina Wheeler, Public Works Director** RW

Subject: **Exemption Determination Request 13-1-98 D**

Public Works Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Agreement is between PNM and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

13-1-98. Exemptions from the Procurement Code.

D. purchases of publicly provided or publicly regulated gas, electricity, water, sewer and refuse collection services;

Amount: $421,185.00

Term: 1 year from execution of contract

Approved Exemption

Fran Dunaway

Fran Dunaway (Mar 12, 2021 07:52 MST)

Fran Dunaway, Chief Procurement Officer

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor Public Service company of New Mexico (PNM)

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $421,185.00

Termination Date: 12 Months from contract approval date

☑ Approved by Council Date: Pending

☐ or by City Manager Date: _____

Contract is for: LED Conversion of PNM Owned Streetlights

Amendment # _____ to the Original Contract# Munis 3202499

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 421,185.00 of original Contract# 3202499 Termination Date: 12 Months from con

Reason: LED Conversion of PNM Owned Streetlights

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $421,185.00

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other PRC Rate 20 Public Utility Agreement

6 **Procurement History:** One year contract for light replacement 13-1-98 D/purchases of publicly provided electricity services.
example: (First year of 4 year contract)

Fran Dunaway
Fran Dunaway (Mar 12, 2021 07:52 MST)

Purchasing Officer Review

Comments or Exceptions:

7 **Funding Source:** **2018 GRT Bond Premium** **BU/Line Item:** 3359980.572970

Alexis Lotero
Alexis Lotero (Mar 10, 2021 18:02 MST)

Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**

(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Curt Temple

Phone # 505-795-2439

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Public Service Company of New Mexico (PNM)

Procurement Title: PNM Owned LED Streetlight Conversion Project

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☒ *PRC Rate 20 Utility*

Exempt ☐ *Request For Proposal (*RFP) ☐ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☒

Department Requesting Public Works Staff Name Curt Temple

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☒	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☒	☐	Other: PRC Rate 20 Agreement Public Utility

Curt Temple	Project Administrator	2/23/2021
Department Rep Printed Name (attesting that all information included)	Title	Date

Fran Dunaway

Fran Dunaway (Mar 12, 2021 07:52 MST)

Purchasing Officer (attesting that all information is reviewed)	Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

GB PWD PNM STREETLIGHT CONVERSION TO LED

Final Audit Report 2021-03-12

Created:	2021-03-04
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-jxqPAJhCdazWMsp-Sn8eSbzIx2SVicL

"GB PWD PNM STREETLIGHT CONVERSION TO LED" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-04 - 11:57:32 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-05 - 0:02:14 AM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-11 - 1:01:32 AM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:02:38 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:02:41 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-12 - 2:47:44 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 2:52:09 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-12 - 2:52:09 PM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8e Request for Approval of Streetlight Conversion Contract with Public Service Company of New Mexico (PNM) to convert PNM owned street lights in City Limits to LEDs for up to $421,185.00 including NMGRT. (Regina Wheeler, Public Works Director, rawheeler@santafenm.gov, 955-6622) **Committee Review:** Public Works and Utilities Committee: 3/8/21 Finance Committee: 3/22/21 Governing Body: 3/31/21
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Vigil Coppler for discussion. Approved Unanimously to forward to 3/22/2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico

memo

Date: February 10, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Cooperative Funding Agreement (CFA) with the US Bureau of Reclamation (USBR) for environmental permitting services in support of the San Juan Chama Return Flow Pipeline Project (PROJECT). This Contract No. 20-WC-40-866 will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. The CFA will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of CFA via Contract No. 20-WC-40-866 with USBR for NEPA environmental services. The CFA allocates funding of $50,000 plus NMGRT to USBR through December 31, 2024. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Public Utilities / Water Division	2/15/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
CIP WIP Design	5050395	572960		50,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ -	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

Request increase fr0m Water Enterprise Fund Cash balance t0 fund this CAF.

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	(50,000)
TOTAL:	**(50,000)**

Maya Martinez 2/15/2021
Prepared By *{print name}* Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 17, 2021 09:17 MST)
Budget Officer Date

Division Director Signature *{optional}* Date

Finance Director *{≤ $5,000}* Date

Shannon Jones
Department Director Signature Date

City Manager *{≤ $60,000}* Date

Contract No. 20-WC-40-866

AGREEMENT BETWEEN THE
CITY OF SANTA FE WATER DIVISION
AND THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
FOR
ENVIRONMENTAL (NEPA AND CULTURAL RESOURCES) COMPLIANCE

This Agreement is entered into as of the_____ day of _____202__, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, particularly the Contributed Funds Act of May 4, 1921 (43 U.S.C. § 395), by and between the UNITED STATES, DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation or United States), and the City of Santa Fe Water Division (City), a water utility existing under the laws of the State of New Mexico.

RECITALS

WHEREAS, under authority of the Reclamation Act of 1902, as amended and supplemented, Reclamation has performed extensive studies and gathered substantial information relating to the planning, design, and construction of pipeline projects such as the Santa Fe Water Reuse Pipeline Project in the State of NM; and

WHEREAS, due to Reclamation's engineering, environmental, and technical expertise, there are certain functions that the City may wish Reclamation to perform with funds advanced by the City to Reclamation under the authority granted by Federal Reclamation Laws, particularly the Contributed Funds Act of March 4, 1921 (43 U.S.C. §395), rather than performing those responsibilities itself; and

WHEREAS, the parties are willing to perform their respective duties in a timely and cost-effective manner. The parties are authorized to enter into this Agreement consistent with Federal Reclamation Law as specified above. Engineering and technical services performed will be specified in future task orders issued and made a part of this Agreement.

NOW THEREFORE, in consideration of the above it is mutually agreed by the parties as follows:

AGREEMENT

1. Scope of Services.

a. Generally. At the City's request, Reclamation shall provide professional technical services in connection with the Water Reuse Pipeline Project, which services are not provided under existing contracts. These services may include but are not limited to: hydrological, geological, geotechnical, design; technical review; preparation of engineering cost-estimates; inspection; surveying; assistance establishing and maintaining automated water measurement and control systems; environmental; and other services. Particulars of each task,

personnel rates, cost, and schedule in which the parties to this Agreement engage will be contained in scope change authorizations, hereafter called task orders. Each task order shall be attached to and made part of this Agreement. The City will prepare the task orders and Reclamation will review and agree to the individual task orders if Reclamation deems it has adequate capability to perform the work. No task order shall become a part of this Agreement until it has been signed by the City and Reclamation.

b. Key Personnel. Reclamation will:

(1) Designate experienced personnel, acceptable to the City, to perform the work described above and coordinate the work with the City's contact person.

(2) Make designated personnel available to perform the work described. Such availability will be agreed upon in advance as part of the agreed work schedule included in the various task orders.

(3) Maintain records of the cost for the performance of work required by this Agreement and submit itemized statements to the District of such costs as well as provide the City quarterly reports on the work efforts and hours used.

c. Modification. This Agreement may be modified through mutual agreement among the parties. Any modification made to this Agreement shall be confirmed in writing prior to performance of the change.

2. Compensation.

a. Generally. The City shall advance to Reclamation the estimated total cost of actual services to be performed and anticipated out-of-pocket expenses as determined by each task order. Such amount will be based upon Reclamation's estimated hours, as detailed in task orders, to complete the assigned tasks, as approved in advance by the City. Reclamation will establish a unique cost account to track and account for the costs of services provided under the terms of the task orders associated with the individually requested projects.

b. Advancement of Funds.

(1) Requests for Advancement of Funds. The City shall advance funds to Reclamation on a task order basis to cover estimated costs, timed to be in accord with Reclamation's actual cash requirements for carrying out the purposes of this Agreement. All payments will reference Contract No. 20-WC-40-866 and will be remitted to: DOI - BOR - Region: Upper Colorado P.O. Box 6200-26, Portland, Oregon 97228-62004. Reclamation will deliver a request for each such advance to the City, or as specified in each task order, before initiating the work activities covered by the request to allow adequate time for review and processing of the request. The request for advance will include an itemization of estimated services Reclamation will perform to complete the assigned tasks. The City will approve or deny the request for advance, and if approved, transfer funds at least seven (7) days prior to work commencing by Reclamation. The City shall provide the required advance funding as specified on the individual task orders issued pursuant to this agreement. In the event that funds which are advanced are

insufficient to cover Reclamation's expenses, Reclamation will notify the City and discontinue work activities until such time as a modification is made to the task order and the additional funding is provided. Upon completion of the project or termination under Article 6 of this agreement, Reclamation will refund within 90 days to the City any unexpended advanced funds remaining in the account described in Article 2(a) above which are in excess of the total actual costs associated with the project activities described in the task order.

(2) Use of Funds Advanced. Immediately upon receiving funds advanced from the City, Reclamation shall credit the funds into Reclamation's designated cost structure. Thereafter, Reclamation may charge to that cost structure to finance the work authorized under the individual task order. Reclamation may use the funds advanced under the task order only for costs and expenses it incurs in performing work authorized in the task order. In the event funds advanced by the City are insufficient to complete anticipated work items during the time period corresponding to a particular request for advance, the task order shall be modified and Reclamation shall request and receive an additional advance of funds prior to work continuing under that particular task order. However, Reclamation shall not expend funds in excess of each request for advance or the cumulative amount specified in each task order.

(3) Accounting of Services and Expenses. Reclamation shall submit to the City an itemization acceptable to the City of services performed which were incurred under any advancement of funds prior to submitting requests for additional advancement of funds. The itemization will describe the services

performed by Reclamation employees, billed to the nearest one-quarter hour, for actual costs, which approximate the rates set forth for each task order, as well as all expenses incurred. A final accounting of all services and costs shall be provided to the City within 60 days of the completion of each task order.

3. Independent Agency. Reclamation is a Federal agency and nothing in this Agreement shall be construed as creating a principal/agent or employee/employer relationship between Reclamation and the City.

4. Non-discrimination and Other Applicable Laws. In performing its obligations under this Agreement, Reclamation shall comply with all applicable Federal and State laws regarding non-discrimination and other employment and workplace requirements.

5. Term.

a. Initial Term. This Agreement shall be effective as of the date of execution and shall remain in effect through and including October 31, 2024.

b. Additional Terms. The parties acknowledge that the services to be provided may extend beyond October 31, 2024; therefore, the parties may extend this Agreement for additional periods by mutual written consent.

6. Modification. This Agreement may be modified through mutual agreement of the parties. Any modification made to this Agreement shall be confirmed in writing by the parties prior to performance of the change.

7. Termination. Any party may terminate this Agreement upon 30 days written notice to the other party. If terminated, Reclamation shall refund to the City all funds which are unexpended as of the effective date of the termination.

8. Access to Reclamation's Accounting Records. Reclamation shall maintain accounting records to substantiate all amounts invoiced under the task orders. Reclamation shall make such records available to the City for its examination during Reclamation's normal business hours for three (3) years after Reclamation submits its last invoice to the City. The provisions of this paragraph shall apply, subject only to applicable law regarding maintenance of and access to public records.

9. Liability. Each party shall be liable for its own acts or failure to act in accordance with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the applicable provisions under the New Mexico Tort Claims Act, §§ 41-4-1 et seq. NMSA 1978; and the Federal Tort Claims Act, 28 United States Code, Chapter 171.

10. Authorized Representatives and Notice.

a. Generally. The parties respectively designate the following persons to act as their authorized representatives in matters and decisions pertaining to the timely performance of this Agreement:

For the City:
William H Schneider, P.G.
Water Resources Coordinator
City of Santa Fe Water Division
801 W San Mateo Rd, Santa Fe NM 87504
505-995-4203

For Reclamation:
Jennifer Faler, P.E.
Albuquerque Area Office, Area Manager
Bureau of Reclamation
555 Broadway Blvd NE, Suite 100
Albuquerque, NM 87102
505-462-3541

Each party may designate a successor authorized representative upon written notice to the other party, or as designated in each task order.

b. Notice. All written notices required to be given for this Agreement or for task orders shall be hand delivered, or sent via facsimile or United States mail, postage prepaid, to the parties' respective authorized representatives identified in subparagraph 10 (a) above. Notice shall be deemed to be received upon actual receipt or three (3) days after mailing, whichever occurs first.

11. Miscellaneous Provisions.

a. Assignment. This Agreement shall not be assignable by any party without the prior written consent of the other parties. Subject to this limitation on assignment, this Agreement shall be binding upon and shall persist to the benefit of the parties' respective successors, agents, and assignees.

b. Severability. The provisions of this Agreement are severable, and the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions.

c. Authority. Each party warrants that the person signing below on its behalf has been duly authorized to execute this Agreement on its behalf.

12. Contingent on Appropriation or Allotment of Funds. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the City from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

13. Third Party Beneficiaries. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties of this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement.

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

City of Santa Fe

_____

Alan Webber
Mayor
City of Santa Fe, New Mexico
200 Lincoln Ave, Santa Fe, NM 87501
(505) 955-6500

Approved for Legal Sufficiency:

_____
Office of the Regional Solicitor

UNITED STATES OF AMERICA

_____
Wayne Pullan
Regional Director
Bureau of Reclamation
Upper Colorado Basin

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

APPROVED AS TO FORM:

Marcos Martinez
Marcos Martinez (Feb 15, 2021 13:00 MST)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR

~~End of Agreement~~

2021 02 15 CFA City of Santa Fe Reuse Pipeline Final (002)

Final Audit Report 2021-02-15

Created:	2021-02-15
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuD4R8PDfLfgtdN_FEDFoWKilVdsPkqg7

"2021 02 15 CFA City of Santa Fe Reuse Pipeline Final (002)" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-15 - 6:46:01 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2021-02-15 - 6:46:50 PM GMT

Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2021-02-15 - 8:00:20 PM GMT- IP address: 174.56.49.116

Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-15 - 8:00:39 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-15 - 8:00:39 PM GMT

USBR
2020-01
$50,000

TASK ORDER NO. 2020-01
BUREAU OF RECLAMATION
SANTA FE REUSE PIPELINE

This Task Order is hereby attached to and made a part of the Agreement known as Technical Services Agreement No. 20-WC-40-866(Agreement), between THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION (Reclamation) and the City of Santa Fe (City), for technical, administrative, and engineering services.

The purpose of this Task order is for technical, administrative and engineering services to complete the environmental compliance under NEPA, NHPA, ESA, CWA, and other applicable regulations and policy for the construction of the City's Water Reuse Pipeline.

ARTICLE 1. SCOPE OF SERVICES

In accordance with the provisions of the Agreement, Reclamation agrees to furnish to the City the following specific services of environmental and cultural resources compliance for the planning, permitting, design, and construction of the Reuse Pipeline project by:

1. Providing oversight and guidance on the proposed project's environmental compliance process.
2. Participating in meetings.
3. Reviewing documents and letters.
4. Providing written comments on SOW, workplan, process.
5. Reviewing and providing comments on project description.
6. Attending meetings with City, contractors, regulators, and other Federal State or Local agencies.
7. Reviewing and providing comments on scoping meeting presentation and scoping report.
8. Reviewing and providing comments on draft and final EA.
9. Reviewing and providing comments on draft and final FONSI.
10. Reviewing and providing comments on administrative records and keep records.
11. Reviewing and providing comments on technical reports.
12. Reviewing and providing comments on CWA, ESA, and NHPA products, if needed.
13. Reviewing and providing comments on federal and state permit applications and requirements.
14. Reviewing and providing comments on monitoring plan.
15. Reviewing and providing comments on mitigation plan, if needed.
16. Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed.

ARTICLE 2. COMPENSATION

Compensation by the City to Reclamation will be as follows:

BUDGET
A budget amount up to the amount of $50,000 has been negotiated by the City and Reclamation for all work under this Task Order from October 1, 2020, through December 31, 2024. Reclamation will make diligent efforts to complete the work contemplated within the budget.

Reclamation is not obligated to incur costs beyond the budget, as it may be adjusted, nor is the City obligated to pay Reclamation beyond these limits without modifications to this Task Order or additional task orders being agreed to.

DIRECT EXPENSES
Direct Expenses are those costs incurred on or directly for the work described in Article 1 including, but not limited to, necessary transportation costs, including current rates for Reclamation vehicles; meals and lodging; auto rental; computer services; word processing services; telephone and communication charges; printing, binding, and reproduction charges; all costs associated with outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Reclamation.

ARTICLE 3. NOTICE TO PROCEED

Reclamation understands that the City will issue Notices to Proceed for this Task Order and each subsequent task. Reclamation will not proceed with any work unless the City has issued a Notice to Proceed.

OTHER PROVISIONS

The following provisions shall apply to this Task Order:

The work covered in this Task Order is limited to the services outlined in Article 1. The Agreement is intended to permit the City, through the Secretary of the Interior, to enter into task orders with Reclamation if the City determines that such task orders are the most effective way of completing the project. There is no assurance that Reclamation will be tasked for any additional work. Separate notices to proceed will be required for any expansion of the work beyond this Task Order. The scope of services and compensation for subsequent phases will be developed in future task order(s) to the Agreement if Reclamation work is expanded into subsequent phases, prior to the commitment of work, as detailed in the Agreement.

Either party may terminate this Task Order, as provided for in the Agreement.

PRIVILEGED AND CONFIDENTIAL INFORMATION
Reclamation acknowledges that in performing the services related to this Task Order they may have access to privileged and confidential material(s) of the City. Reclamation agrees to respect the privilege and confidentiality of said information and to not disclose information of this nature without the express prior written consent of the City.

WORKING FILES
Reclamation will maintain files containing all work documentation including calculations, assumptions, interpretations or regulations, sources of information, and other raw data required in the performance of this Task Order. Reclamation will provide copies of the information contained in its working files to the City upon request of the City.

CHANGES
The Parties may make changes, revisions or additions, (collectively hereinafter called "changes") in this Task Order by mutual agreement.

Reclamation will immediately, upon knowledge of any changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify the City of such changes and will request written disposition.

Reclamation will not proceed with any changes unless notified to proceed by the City.

The City may reduce subsequent work efforts and monies in this Task Order upon thirty (30) days' notice from the Construction Manager, in accordance with the provisions of the Agreement.

AUDIT
Reclamation agrees that at any time before, or after, final payment, the City may have Reclamation's, sub-consultant's, or suppliers' invoices and statements of cost audited. Any payment may be reduced by amounts found by the City not to constitute allowable costs as defined by **Part 31 – Contract Cost Principles and Procedures** of the Code of Federal Regulations (CFR) – Title 48 – Federal Acquisition Regulations.

IN WITNESS WHEREOF,

the parties execute this Task Order (2020-01) this __ day of _____ 2020.

CITY OF SANTA FE

By: _____

William H Schneider, P.G.
Water Resources Coordinator
City of Santa Fe Water Division
801 W San Mateo Rd,
Santa Fe NM 87504
505-995-4203

U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

By: _____

Jennifer Faler, P.E.
Albuquerque Area Office, Area Manager
Bureau of Reclamation
555 Broadway Blvd NE, Suite 100
Albuquerque, NM 87102
505-462-3541

Santa Fe Reuse Pipeline NEPA

Reclamation Compliance Cost Estimate

Summary of Activities

Reclamation will provide the city technical, administrative and engineering services to complete the environmental compliance under NEPA, NHPA, ESA, CWA, and other applicable regulations and policy for the construction of the City's Water Reuse Pipeline.

In accordance with the provisions of the Agreement, Reclamation agrees to furnish to the City the following specific services of environmental and cultural resources compliance for the planning, permitting, design, and construction of the Reuse Pipeline project by:

1. Providing oversight and guidance on the proposed project's environmental compliance process.
2. Participating in meetings.
3. Reviewing documents and letters.
4. Providing written comments on SOW, workplan, process.
5. Reviewing and providing comments on project description.
6. Attending meetings with City, contractors, regulators, and other Federal State or Local agencies.
7. Reviewing and providing comments on scoping meeting presentation and scoping report.
8. Reviewing and providing comments on draft and final EA.
9. Reviewing and providing comments on draft and final FONSI.
10. Reviewing and providing comments on administrative records and keep records.
11. Reviewing and providing comments on technical reports.
12. Reviewing and providing comments on CWA, ESA, and NHPA products, if needed.
13. Reviewing and providing comments on federal and state permit applications and requirements.
14. Reviewing and providing comments on monitoring plan.
15. Reviewing and providing comments on mitigation plan, if needed.
16. Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed.

Activity	Hours	Average Cost/Hr	Cost
Providing oversight and guidance on the proposed project's environmental compliance process. **(Activities covered: 1)**	100	$100.00	$10,000
Participating in meetings. **(Activities covered: 2, 6)**	100	$100.00	$10,000
Reviewing documents and letters; and providing written comments. **(Activities covered: 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15)**	250	$100.00	$25,000
Reviewing and providing comments on 30/60/90/100% designs to ascertain no further environmental compliance needed. **(Activities covered: 16)**	50	$100.00	$5,000
Total Cost Estimate (no contingency)	**500**	**$100.00**	**$50,000**

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202551

Contractor: USDI BOR

Description: 'Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR) PL# WTR 2050501 Munis # 3202551

Contract ☐ Agreement ☉ Lease / Rent ☐ Amendment ☐

Term Start Date: _____ Term End Date: 10/31/2024

☑ Approved by Council Date: Pending

Contract / Lease:

Amendment # N/A to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)
N/A

3. Procurement History: Federal Cooperative Funding Agreement - Exempt

Fran Dramaway (Feb 25, 2021 18:20 MST) Feb 25, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exemption 13-1-98 A. entity to entity

4. Funding Source: Water Enterprise / CIP Org / Object: 5050395.572960

Alexis Lotero (Feb 24, 2021 11:31 MST) Feb 24, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Bureau of Reclamation (USBR)

Procurement Title: Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866 and Budget Adjustment Request (BAR)

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other GOVERNMENTAL COOPERATIVE AGREEMENT*

Exempt ☑ *Request For Proposal* (RFP) *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Bill Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
x	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

Bill Schneider — William H Schneider, P.G. — WRC — 2.15.21

William H Schneider,P.G. (Feb 16, 2021 09:00 MST)

Department Rep Printed Name (attesting that all information included) Title Date

Fran Dunaway — Fran Dunaway (Feb 25, 2021 18:20 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

*

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

usdi bor signed 2

Final Audit Report 2021-02-17

Created:	2021-02-17
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs8VpqzU_ch-qqjX-15DshVduOB7_8ef3

"usdi bor signed 2" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-17 - 3:29:29 PM GMT- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-17 - 3:30:19 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-17 - 4:16:34 PM GMT- IP address: 104.47.64.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-17 - 4:17:27 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-17 - 4:17:27 PM GMT

City of Santa Fe, New Mexico

memo

Date: 2/22/21

To: Fran Dunaway, Purchasing Director

From: Bill Schneider, Water Resources Coordinator whs

Via: Shannon W. Jones, Public Utilities Director SJ
Jesse D. Roach, Water Division Director JR

RE: Request approval of Exempt Procurement for Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866

ITEM AND ISSUE

The Water Division requests approval of an exempt procurement for Cooperative Funding Agreement between the City of Santa Fe and the US Bureau of Reclamation for Environmental (NEPA and Cultural Resources) Compliance via Contract No. 20-WC-40-866,

Exempt Procurement is being requested under the following:

13-1-98. Exemptions from the Procurement Code.

A. procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;

Approved:

Fran Dunaway (Feb 25, 2021 18:20 MST)

Fran Dunaway, Purchasing Director

Signature: whschneider
whschneider (Feb 22, 2021 16:37 MST)

Email: whschneider@santafenm.gov

Signature:

Email: jdroach@santafenm.gov

Signature: Shannon Jones

Email: swjones@santafenm.gov

CFA exempt memo

Final Audit Report 2021-02-23

Created:	2021-02-22
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAV-YpqCVSLpb0npvukUdn0PMuZDCggdFs

"CFA exempt memo" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-22 - 10:40:51 PM GMT- IP address: 63.232.20.2

Document emailed to whschneider (whschneider@santafenm.gov) for signature
2021-02-22 - 10:41:30 PM GMT

Email viewed by whschneider (whschneider@santafenm.gov)
2021-02-22 - 11:37:00 PM GMT- IP address: 104.47.65.254

Document e-signed by whschneider (whschneider@santafenm.gov)
Signature Date: 2021-02-22 - 11:37:50 PM GMT - Time Source: server- IP address: 205.170.183.242

Document emailed to Jesse Roach (jdroach@santafenm.gov) for signature
2021-02-22 - 11:37:51 PM GMT

Email viewed by Jesse Roach (jdroach@santafenm.gov)
2021-02-22 - 11:56:37 PM GMT- IP address: 104.47.65.254

Document e-signed by Jesse Roach (jdroach@santafenm.gov)
Signature Date: 2021-02-22 - 11:57:04 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Shannon Jones (swjones@santafenm.gov) for signature
2021-02-22 - 11:57:05 PM GMT

Email viewed by Shannon Jones (swjones@santafenm.gov)
2021-02-23 - 0:31:00 AM GMT- IP address: 174.237.132.183

Document e-signed by Shannon Jones (swjones@santafenm.gov)
Signature Date: 2021-02-23 - 0:31:22 AM GMT - Time Source: server- IP address: 174.237.132.183

Agreement completed.
2021-02-23 - 0:31:22 AM GMT

POWERED BY Adobe Sign

GB PUD WATER US BUREAU OF RECLAMATION FOR ENVIRONMENTAL

Final Audit Report 2021-02-26

Created:	2021-02-23
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAumMrblUqvifBGHSmx9DKVWD3roUH-plg

"GB PUD WATER US BUREAU OF RECLAMATION FOR ENVIRONMENTAL" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-23 - 6:00:03 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-23 - 6:04:38 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-02-24 - 6:27:57 PM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-02-24 - 6:31:33 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-02-24 - 6:31:36 PM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-02-26 - 1:17:11 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-02-26 - 1:20:10 AM GMT - Time Source: server- IP address: 174.28.244.124

Agreement completed.
2021-02-26 - 1:20:10 AM GMT

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ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8g Request for Approval of a Cooperative Funding Agreement (CFA) with the US Bureau of Reclamation (USBR) for Environmental Permitting Services in support of the San Juan Chama Return Flow Pipeline Project. Contract No. 20-WC-40-866 will provide technical expertise for the City and USBR to complete the Environmental Assessment under the National Environmental Policy Act (NEPA) guidelines. (William Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 3/22/2021 Governing Body: 3/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe, New Mexico
Memorandum

DATE: **February 24, 2021**

TO: **Jarel LaPan Hill, City Manager**
Bernadette Salazar, Human Resources Director
Mary McCoy, Finance Director

FROM: **Kyra Ochoa, Community Health and Safety Director** Kyra Ochoa
Gino Rinaldi, Interim Recreation Director Gino Rinaldi (Feb 26, 2021 08:41 MST)
Julie Sanchez, Children Youth and Family Director Julie Sanchez (Feb 26, 2021 08:51 MST)

ITEM AND ISSUE:
The placement of the Youth and Family's Recreation program within the Community Health and Safety Department is being transferred from the Youth and Family Division to the Recreation Division. This included transferring the budget for staffing as well as non-personnel budget lines.

BACKGROUND AND SUMMARY:
When the new Department of Community Health and Safety Department was formed, it was determined that the Recreation Division that used to be part of the Parks and Recreation Department would manage and oversee what was the Youth and Family Division's Recreation Program.

FUNDING SOURCE:
The funding source is:
Fund Name/Number: General Fund/Fund 100, Recreation Programs, GCCC/550
Munis Org Name/Number: YFD Admin/100121, YFD Recreation Programs/2560123, GCCC Admin Ops, and GCCC Center Ops/5500263
Munis Object Name/Number: various

ACTION REQUESTED:
Please approve the accompanying BAR to transfer estimated budget balances and Personnel Action (PA) forms to transfer Youth Specialist positions (Position IDs #120287, 120288, 120290, 120295, 120300) from the Youth and Family Division to the Recreation Division.

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Community Services/Youth and Family	2/10/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
General Salaries	1000121	500110			(34,992)
FICA	1000121	503100			(2,677)
PERA	1000121	503150			(7,274)
Health Insurance	1000121	503200			(20,266)
RHC	1000121	503250			(700)
Workers Comp	1000121	503350			(731)
Dental Insurance	1000121	503400			(1,395)
Salaries (temporary)	2560123	500750			(151,134)
Service Contracts	2560123	510310			(6,610)
Instruction Services	2560123	510350			(18,500)
Operating Supplies	2560123	530200			(30,779)
Safety Supplies	2560123	530300			(1,200)
REVENUES				*(enter as negative #)*	*(enter as positive #)*
Contributions/Donations	5500261	470100		(10,000)	
Contributions/Donations	2560123	470100			10,000
Operating Transfer In	5500263	650100		(68,035)	
Operating Transfer In	5500263	650256		(250,925)	
				$ (328,960)	$ (266,258)

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Debora Trujillo — 2/10/2021
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date
Kyra Ochoa
Kyra Ochoa (Feb 22, 2021 12:59 MST)

Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

AJH
Budget Officer — Date

N/A
Finance Director *(≤ $5,000)* — Date

N/A
City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Community Services/Youth and Family	2/10/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Food	2560123	530400			(34,847)
Uniform and Clothing	2560123	530500			(6,000)
Credit Card Fees	2560123	561700			(1,000)
Printing and Publishing	2560123	561800			(700)
Equipment/Machinary Rental	2560123	562600			(155)
General Salary	5500263	500110		34,992	
FICA	5500263	503100		2,677	
PERA	5500263	503150		7,274	
Health Insurance	5500263	503200		20,266	
RHC	5500263	503250		700	
Workers Comp	5500263	503350		731	
Dental Insurance	5500263	503400		1,395	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 68,035	$ (42,702)

JUSTIFICATION: *(use additional page if needed)*
–Attach supporting documentation/memo

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

(Complete section below if BAR results in a net change to ANY Fund)

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Debora Trujillo — 2/10/2021
Prepared By *(print name)* — Date

Division Director Signature *(optional)* — Date

See P.1 for signatures
Department Director Signature — Date

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

See P.1 for signatures
Budget Officer — Date

N/A
Finance Director *(≤ $5,000)* — Date

N/A
City Manager *(≤ $60,000)* — Date

Log # *(Finance use only)*:	
Journal # *(Finance use only)*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Health and Safety/Community Services/Youth and Family	2/10/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*(enter as positive #)*	*(enter as negative #)*
Salaries(temporary)	5500263	500750		151,134	
Service Contracts	5500263	510310		6,610	
Instruction Services	5500263	510350		18,500	
Operating Supplies	5500263	530200		30,779	
Safety Supplies	5500263	530300		1,200	
Food	5500263	530400		34,847	
Uniform and Clothing	5500263	530500		6,000	
Credit Card Fees	5500263	561700		1,000	
Printing/Publishing	5500263	561800		700	
Equipment/Machinary Rental	5500263	562600		155	
Operating Transfer Out	1000121	750550		68,035	
Operating Transfer Out	2560123	750550		250,925	
REVENUES				*(enter as negative #)*	*(enter as positive #)*
				$ 569,885	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

To Transfer 5 Youth Specialist Positions and Budget from Community Services YFD Recreation Programs (1000121 & 2560123) to Recreation GCCC Center Ops (5500263), for remaining FY 21.

(Page 3 of 3)

(Complete section below if BAR results in a net change to ANY Fund)	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

(Use this form for Finance Committee/ City Council agenda items ONLY)

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Debora Trujillo	2/10/2021	*See P.1 for signatures*	
Prepared By *(print name)*	Date	Budget Officer	Date
		N/A	
Division Director Signature *(optional)*	Date	Finance Director *(≤ $5,000)*	Date
See P.1 for signatures		N/A	
Department Director Signature	Date	City Manager *(≤ $60,000)*	Date

Signature: Kyra Ochoa
Kyra Ochoa (Feb 22, 2021 12:59 MST)

Email: krochoa@santafenm.gov

Signature: AJH
AJH (Feb 22, 2021 13:08 MST)

Email: ajhopkins@santafenm.gov

Final BAR FY 21 to Recreation

Final Audit Report 2021-02-22

Created:	2021-02-22
By:	Debora Trujillo (dctrujillo@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsTDcx8rjKqVSVpV2IX4T3bvVzsTR7Zgk

"Final BAR FY 21 to Recreation" History

Document created by Debora Trujillo (dctrujillo@ci.santa-fe.nm.us)
2021-02-22 - 6:07:58 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-02-22 - 6:08:23 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-02-22 - 6:40:20 PM GMT- IP address: 104.47.65.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-02-22 - 7:59:31 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to AJH (ajhopkins@santafenm.gov) for signature
2021-02-22 - 7:59:32 PM GMT

Email viewed by AJH (ajhopkins@santafenm.gov)
2021-02-22 - 8:02:31 PM GMT- IP address: 104.47.65.254

Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-22 - 8:08:00 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-22 - 8:08:00 PM GMT

Memo for Melissa YP

Final Audit Report 2021-02-26

Created:	2021-02-26
By:	Anya Alarid (aalarid@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAo3AQLdAy4_dhMOXtBzk-2ShOtpWXCDMP

"Memo for Melissa YP" History

Document created by Anya Alarid (aalarid@ci.santa-fe.nm.us)
2021-02-26 - 3:31:01 PM GMT- IP address: 63.232.20.2

Document emailed to Gino Rinaldi (earinaldi@santafenm.gov) for signature
2021-02-26 - 3:38:50 PM GMT

Email viewed by Gino Rinaldi (earinaldi@santafenm.gov)
2021-02-26 - 3:41:19 PM GMT- IP address: 104.47.64.254

Document e-signed by Gino Rinaldi (earinaldi@santafenm.gov)
Signature Date: 2021-02-26 - 3:41:46 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-26 - 3:41:48 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-26 - 3:50:33 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-26 - 3:51:02 PM GMT - Time Source: server- IP address: 73.26.148.94

Agreement completed.
2021-02-26 - 3:51:02 PM GMT

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for the Approval of a Budget Adjustment Resolution in the Total Amount of $569,885 for the budget transfer (BAR) of Community Service Division Youth staff positions and operating budget to the Recreation Division; (Kyra Ochoa, Community Health and Safety Director: krochoa@santafenm.gov , 505-955-6603)

Committee Review:
Quality of Life Committee: 03/17/2021
Finance Committee: 03/22/2021
Governing Body: 03/31/2021

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico

memo

Date: February 10, 2021

To: Public Utilities Committee
Finance Committee
City Council

Via: Shannon Jones, Public Utilities Department Director SJ
Jesse Roach, Water Division Director JR

From: Bill Schneider, P.G., Water Resources Coordinator WHS

RE: Amendment No. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers, Inc. (Carollo) and Budget Adjustment Request (BAR)

ITEM AND ISSUE

Request for approval of Amendment #2 to PSA #19-0234 with Carollo Engineers, Inc. for environmental permitting services in support of the San Juan Chama Return Flow Pipeline Project (PROJECT). This contract will provide technical expertise necessary for the City and US Bureau of Reclamation (USBR) to complete the Environmental Assessment (EA) under the National Environmental Policy Act (NEPA) guidelines.

BACKGROUND AND SUMMARY

Resolution 2019-56 directs staff to develop 40- and 80-year water plans (Santa Fe Water 2100) and promote strong community participation in the planning process, and to complete the necessary permitting and engineering design for the San Juan Chama (SJC) return flow pipeline. Jesse Roach, Ph.D, Director of City of Santa Fe Water (CoSFW), presented at the January 13, 2021 Governing Body Meeting 11.d '*status update and next steps for the SJC return flow pipeline*' which articulated the permitting and design requirements and project schedule for the SJC return flow pipeline, including NEPA permitting.

City water supply planning, in conjunction with USBR and Santa Fe County, indicates that increases in service area demand and climate change conditions will cause available water supplies to fall significantly short (supply gap) by the 2050s. For the purpose of developing a new safe and reliable source of water supply, CoSFW is proposing the PROJECT to convey reclaimed SJC water from the Paseo Real Water Reclamation Facility (PRWRF) via a pipeline to the Rio Grande below the Buckman Direct Diversion (BDD) for return flow credits. CoSFW is concurrently working on preliminary hydrology planning studies, federal and state agency coordination, outreach to key stakeholders, permitting and technical analyses work in preparation for initiating the EA requirement under NEPA in April 2021. Reclamation has agreed to be the lead Federal agency for the NEPA process in cooperation with the Bureau of Land Management (BLM) and the US Forest Service (USFS). This organizational structure was approved by the Governing Body on November 10, 2020. This PSA Amendment and BAR will provide CoSFW the necessary technical permitting services to complete the required EA.

ACTION REQUESTED

Staff requests approval of Amendment No. 2 to PSA #19-0234 with Carollo Engineers, Inc. for NEPA environmental services. Amendment No. 2 is both an increase in budget of $250,000 plus NMGRT and an extension of term through June 30, 2022, consistent with the terms of the contract. Staff requests approval of the Budget Increase (BAR) from the Water Enterprise Cash Balance to the CIP Engineering fund. Funding will be available under Obj / Org 5050395.572960 with approval of attached BAR.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/Water/CIP	2/16/2021

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Water CIP WIP Design	5050395	572960	WTR250503	271,094	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 271,094	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Budget Increase from Cash Balance in Water Enterprise Fund for contract amendment with

#2 to the On call Engineering Contract with Carollo Engineers for NEPA work

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
505	271,094
TOTAL:	**271,094**

Maya Martinez 2/16/2021
Prepared By *{print name}* Date

AJH
AJH (Feb 23, 2021 10:47 MST)
Budget Officer Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Division Director Signature *{optional}* Date

Shannon Jones

Finance Director *{≤ $5,000}* Date

Department Director Signature Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3200505

Contractor: Carollo Engineers

Description: On Call Engineering

Contract ○ Agreement ○ Lease / Rent ○ Amendment ◉

Term Start Date: as soon as approved Term End Date: 7/20/25

☐ Approved by Council Date: 6/30/21

Contract / Lease:

Amendment # 2 to the Original Contract / Lease # 19-0234

Increase/(Decrease) Amount $ 250000 plus nmgrt

Extend Termination Date to: na

☑ Approved by Council Date: Pending

Amendment is for: Task #14 NEPA

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original Contract 19-0234 $325,000 + nmgrt approved 3/27/19
Amendment#1 #20-0374 $250,000 + nmgrt approved 7/29/20

3. Procurement History: 19/16/P 11/9/18

Fran Donaway (Mar 1, 2021 19:14 MST)

Purchasing Officer Review: Date: Mar 1, 2021

Comment & Exceptions: Amendment 2 to extend and increase funding 3/27/21-3/26/22 (3rd. year)

4. Funding Source: Water Enterprise Cash balance Org / Object: 5050395.572960

Alexis Lotero (Mar 1, 2021 18:38 MST)

Budget Officer Approval: Date: Mar 1, 2021

Comment & Exceptions:

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

To be recorded by City Clerk:

Clerk #

Date of Execution:

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineers

Procurement Title: Amendment No. 2 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

Exempt ☐ *Request For Proposal* (RFP) **X** *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Bill Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
x	☐	Approved Procurement Checklist (by Purchasing)
x	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☐	State Price Agreement
x	☐	RFP
☐	☐	Evaluation Committee Report
☐	☐	ITB
☐	☐	Bib Tab
☐	☐	Quotes (3 valid current quotes)
☐	☐	Cooperative Agreement
☐	☐	Sole Source Request and Determination Form
☐	☐	Contractors Exempt Letter
☐	☐	Purchasing Officers approval for exempt procurement
x	☐	BAR
☐	☐	FIR
x	☐	Executed Contract, Agreement or Amendment
x	☐	Current Business Registration and CRS numbers on contract or agreement
☐	☐	Summary of Contracts and Agreements form
x	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other:

William H Schneider — William H Schneider, PG (Feb 17, 2021 16:45 MST) — Water Resources C — 2.16.21

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Mar 1, 2021 09:14 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234; #20-0374

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit “C Titled Task Order 14 attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed eight hundred eighty five thousand dollars ($885,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling seventy four thousand six hundred seventy one dollars and eighty eight cents ($74,671.88) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed nine hundred fifty nine thousand six hundred seventy one dollars and eighty eight cents ($959,671.88). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By:_____
ALAN WEBBER, MAYOR

Date: _____

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring

_____
TITLE Vice President

Date:_____

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Feb 17, 2021 14:06 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item AL
AL

carollo signed

Final Audit Report 2021-02-23

Created:	2021-02-18
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJCwg_0xijrdAI-0ISZK-ecsVNx7_K320

"carollo signed" History

Document created by Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
2021-02-18 - 4:31:26 PM GMT- IP address: 63.232.20.2

Document emailed to John Rehring (jrehring@carollo.com) for signature
2021-02-18 - 4:32:09 PM GMT

Email viewed by John Rehring (jrehring@carollo.com)
2021-02-18 - 5:05:18 PM GMT- IP address: 174.198.135.249

Document e-signed by John Rehring (jrehring@carollo.com)
Signature Date: 2021-02-23 - 3:47:30 AM GMT - Time Source: server- IP address: 107.2.154.251

Agreement completed.
2021-02-23 - 3:47:30 AM GMT

Carollo Engineers, Inc.
On Call Engineering Services for the
Water System Capital Improvements Program

SCOPE OF WORK
TASK ORDER 14
Environmental Services Phase 2 for the San Juan Chama Return Flow Pipeline Project

February 17, 2021

The City of Santa Fe (City) has been working on pre-NEPA investigations since July 2020, and is ready to initiate the formal Environmental Assessment process for the San Juan Chama Return Flow Pipeline Project that consists of:

- A new 15 mgd reclaimed water pump station at the Paseo Real Reclamation Facility (PRWRF).
- A new pipeline (approximately 17.6 miles, 24-inch diameter) to convey San Juan Chama (SJC) water back to the Rio Grande for return flow credits.
- A new pressure to gravity transition structure.
- A new discharge structure immediately downstream of the Buckman Direct Diversion (BDD) intake structure.

The new system will allow the City to meet future water supply needs due to increases in service area demand and climate change conditions by taking full advantage of SJC water in an exchange that would allow the City to divert additional water via the BDD. Availability of reclaimed water will vary seasonally, and the highest rates will be during the fall, winter, and spring when existing irrigation demands are lowest.

The lead agency for the EA will be the United States Bureau of Reclamation (Reclamation), in coordination with the Bureau of Land Management (BLM) and US Forest Service (USFS). EMPSi will function as a consultant to Reclamation and will work on the NEPA process exclusively at Reclamation's direction. All communication between Reclamation and EMPSi concerning the NEPA process will be confidential unless otherwise identified by Reclamation. All material created or produced by EMPSi related to the NEPA process will belong to Reclamation.

The purpose of this Task Order is to:

- Provide environmental services for Phase II of the NEPA process using personnel with interdisciplinary areas of expertise as applicable to gather, assess, and provide documentation of analyses in a manner that is legally defensible.

- Provide environmental documents required for the City's separate use in permit applications and right-of-way acquisition.
- Provide public outreach and attend meetings associated with the NEPA process.
- Provide technical support regarding proposed facilities as required for the NEPA process.

Carollo Engineers will be supported by subconsultants EMPSi and John Shomaker and Associates (JSAI) in the execution of the work.

Task	Title
14.1	Project Coordination
14.2	Scoping
14.3	Draft EA
14.4	Final EA/FONSI
14.5	Technical Support

Task 14.1 – Project Coordination

14.1.1 Project management and administration including task order staffing, contract compliance, action item list, and budget management.

14.1.2 Subconsultant management and subcontract administration.

14.1.3 NEPA Management, Kickoff Meeting and Decision File.

- Includes up to 6 management calls with Reclamation
- Up to four 2-hour meetings with permitting agencies. Provide meeting minutes documenting concerns, mitigation requirements, permitting requirements, etc.
- Develop and maintain a project schedule.
- Develop and maintain an electronic project decision file that meets Reclamation and Department of Interior standards. Organize and index all relevant project records (including all NEPA supporting documents, studies, data, reference maps, correspondence, models, etc). Record will not include draft documents.

Assumptions:

- Task Order will be conducted for 8 months (May 2021 to December 2021)
- Invoices and progress reporting will be combined with other active on-call task orders in a single monthly submittal.

Deliverables:

- Invoices and progress reporting (one per month, delivered electronically).
- Meeting agendas and notes
- Project schedule

- Electronic Decision File of the EA process

Task 14.2 – Scoping Meetings and Report

14.2.1 Plan and host one public scoping meeting, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards.

14.2.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.2.3 Work with Reclamation and the City to prepare and distribute public notices for the public scoping meeting.

14.2.4 Public a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.2.5 Participate in a pre-scoping call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.2.6 Providing scoping materials to Reclamation to be published on the Reclamation website.

14.2.7 Prepare scoping report per industry standards; a draft report should be provided to Reclamation 15 days after the scoping meeting for review prior to further distribution. Attend one conference call to discuss report. Incorporate comments from Reclamation into final report.

14.2.8 Written public comments will be encouraged; any verbal input received during the scoping meetings will be captured through meeting notes.

Assumptions:

- Distribution of public notices will be electronic so no postage is required.
- Reclamation will host the project website.
- No court reporter or verbatim transcript will be provided.

Deliverables:

- Draft and Final scoping materials, including maps.
- Scoping materials to be posted on the Reclamation project website.
- Draft and final scoping reports

Task 14.3 – Draft EA

14.3.1 Consult with regulatory agencies to develop a list of concerns that need to be addressed by the EA. Provide a list of agencies and persons consulted during the process including Federal, State, and local agencies, Tribes, and individuals.

14.3.2 Prepare an alternatives analysis for up to three alternatives, including the No Action alternative, that clearly documents the alternatives considered in comparative form, defining the issues and providing a clear basis for choice by decision makers and the public. The 2007 BDD EIS covered environmental effects of constructing pipelines, pump stations, and a discharge outfall to the Rio Grande. The consultant shall use the BDD EIS analyses and consultations to the extent possible for the components of the

San Juan Chama Return flow pipeline and pump station. Analyses should be issue-based. Analysis shall include as a minimum:

a. Analysis of impact to the Camino Real Adentro Trail and other cultural resources.
b. General overview and assessment of wetlands extent along the lower Santa Fe River
c. Biological review will be used to determine presence of special status species and critical habitat.

Assumptions:

- Informal consultation will be required with the US Fish and Wildlife Service in accordance with Section 7 of the Endangered Species Act and that a formal Biological Assessment will not be required.
- Wetland delineation will not be required.

Deliverables:

- Meeting agendas and meeting notes.
- Draft and Final EA

Task 14.4 – Final EA/FONSI

14.4.1 Plan and host one public meeting on the Draft EA, either in-person in Santa Fe or virtual depending on state and local COVID-19 mandates. Up to three staff from EMPSi shall attend the meeting. The meetings will be conducted in accordance with industry and Reclamation standards

14.4.2 Prepare display materials, reserve an adequate meeting venue, and assist in the conducting of the meetings.

14.4.3 Work with Reclamation and the City to prepare and distribute public notices for the public meeting.

14.4.4 Publish a notice in the Santa Fe New Mexican advertising the scoping meeting.

14.4.5 Participate in a pre-meeting call or WebEx meeting with Reclamation and the City to discuss exactly what will be presented in scoping and how it will be presented.

14.4.6 Compile and code all public and agency comments and prepare a response to comments memo for the project record.

14.4.7 Develop any mitigation and monitoring measures that should be incorporated into the design and construction specific to the project.

14.4.8 Prepare an electronic copy of the draft Final EA for review by Reclamation.

14.4.9 Prepare the Final EA incorporating Reclamation comments and submit an electronic copy.

14.4.10 Prepare the draft FONSI for review by Reclamation.

14.4.11 Prepare the final FONSI incorporating Reclamation's comments.

Assumptions:

- Distribution of public notices will be electronic, so no postage is required.

Deliverables:

- Public comment memo
- Draft Final EA and Final EA
- Draft and Final FONSI

Task 14.5 – Technical Support

14.5.1 Prepare technical figures, descriptions, estimates to support the NEPA effort.

14.5.2 Initiate coordination with design firm to transmit materials and debrief on assumptions made in the EA, environmental and cultural restrictions that need to be incorporated into design.

Assumptions:

- One 3-hour meeting with preliminary design team.

14.5.3 Phase 1 Additional Hydrology Support. JSAI to incorporate Reclamation and outside consultant review comments. Attend weekly hydrology meetings and Reclamation meeting.

14.5.4 New Mexico RAPID wetland assessment. EMPSi or other subconsultant (TBD) will initiate wetland assessment of the Lower Santa River wetlands based on the new assessment criteria in development by the state.

Deliverables:

- Technical figures for EA.
- Preliminary Wetland Assessment Data

Project Schedule

The project is anticipated to be completed over an 8-month timeframe from May 2021 to December 2021. The formal EA process is expected to be completed in 6 months in accordance with SO 3355, but the SF299 permit effort may extend up to 2 months beyond this window.

Project Budget

The project will be completed for a not-to-exceed budget of $250,000.

Approved:

Jesse Roach Water Division Director City of Santa Fe	John Rehring Vice President Carollo Engineers, Inc.
Date	Date
	Becky Luna Senior Vice President Carollo Engineers, Inc.
	Date

EXHIBIT A

LABOR AND BUDGET ESTIMATE

City of Santa Fe
San Juan Chama Return Pipeline
TO #14 Environmental Services – Phase 2

CITY OF SANTA FE

ENVIRONMENTAL SERVICES, PHASE 2

	Carollo Direct Labor					EMPSi Subcontract														JSA Subcontract										Carollo Direct Expenses (ODC)					
Task Task Description	Senior professional (Hours)	Graphic Design/GIS (Hours)	Senior Technician (Hours)	Total Labor Hours	Total Labor Cost	PM (Hours)	QA/Tech Epert	NEPA Specialist (Hours)	Lead Resource Specialist (Hours)	Lead Planner (Hours)	Resource Specialist (Hours)	Planner (Hours)	Associate Staff (Hours)	GIS (Hours)	Technical Editor (Hours)	Word Processor (Hours)	Clerical (Hours)	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total EMPSi Contract	Principal Hydrogeologist (Hours)	Project Hydrogeologist (Hours)	Staff Hydrogeologist (Hours)	Technical Editor (Hours)	GIS/AutoCad Analyst (Hours)	Project Coordinator	Project Assistant	Total Labor Hours	Total Labor Cost	Other Direct Costs	Total JSA Contract	Subcontract Markup	Travel & Other Direct Costs		PECE on Carollo DL Hours	Total of Expenses	Total Cost
	$225	$98	$169			$249	$188	$155	$152	$136	$129	$124	$106	$102	$105	$77	$71					$175	$100	$85	$80	$90	$60	$50					10%	Trips	Amount	$13		
14.1 Project Coordination																																						
14.1.1 Project Management and Administration	64			64	$14,400													0	$0		$0	5							5	$875		$875	$88	0	$0	$832	$920	$16,195
14.1.2 Subconsultant Management and Administration	8			8	$1,800													0	$0		$0								0	$0		$0	$0	0	$0	$104	$104	$1,904
14.1.3 NEPA Mgmt, Kickoff Meeting and Decision File	20			20	$4,500	40		8			12	12	40	2				114	$18,680		$18,680								0	$0		$0	$1,868	0	$0	$260	$2,128	$25,308
Task 14.1 Totals =	*92*	*0*	*0*	*92*	$20,700	*40*	*0*	*8*	*0*	*0*	*12*	*12*	*40*	*2*	*0*	*0*	*0*	*114*	*$18,680*	*$0*	*$18,680*								*5*	*$875*	*$0*	*$875*	$1,956	0	$0	$1,196	**$3,152**	**$43,407**
14.2 Scoping Meeting and Report																																						
14.2.1 Prepare and distribute public scoping materials				0	$0	16		20	8					32	4	2	10	92	$12,860	$1,169	$14,029								0	$0	$0	$0	$1,403	0	$0	$0	$1,403	$15,432
14.2.2 Public scoping meeting and report				0	$0	16		20	8					0	4	2	10	60	$9,598		$9,598								0	$0		$0	$960	0	$0	$0	$960	$10,557
Task 14.2 Totals =	*0*	*0*	*0*	*0*	$0	*32*	*0*	*40*	*16*	*0*	*0*	*0*	*0*	*32*	*8*	*4*	*20*	*152*	*$22,458*	*$1,169*	*$23,627*								*0*	*$0*	*$0*	*$0*	*$2,363*	0	$0	$0	**$2,363**	**$25,989**
14.3 Draft EA																																						
14.3.1 Internal Preliminary Draft Chapters 1 & 2				0	$0	40	1	20	10	10	40	24	40	20	4	2		211	$31,109		$31,109								0	$0		$0	$3,111	0	$0	$0	$3,111	$34,220
14.3.2 Preliminary Draft and Draft EA				0	$0	40	1	20	10	10	40	24	40	20	8	6		219	$31,840		$31,840								0	$0		$0	$3,184	0	$0	$0	$3,184	$35,024
Task 14.3 Totals =	*0*	*0*	*0*	*0*	$0	*80*	*2*	*40*	*20*	*20*	*80*	*48*	*80*	*40*	*12*	*8*	*0*	*430*	*$62,949*	*$0*	*$62,949*								*0*	*$0*	*$0*	*$0*	*$6,295*	0	$0	$0	**$6,295**	**$69,244**
14.4 Final EA/FONSI																																						
14.4.1 Response to Public Comments and Draft Final EA/FONSI				0	$0	36	1	60	*15*	*15*	*40*	*12*	*4*	*20*	*6*	*4*	*4*	217	$33,116	$2,169	$35,285								0	$0	$0	$0	$3,528	0	$0	$0	$3,528	$38,813
14.4.2 Final EA/FONSI				0	$0	20	1	20	*5*	*5*	*16*	*12*	*4*	*4*	*6*	*4*	*4*	101	$15,319		$15,319								0	$0		$0	$1,532	0	$0	$0	$1,532	$16,851
Task 14.4 Totals =	*0*	*0*	*0*	*0*	$0	*56*	*2*	*80*	*20*	*20*	*56*	*24*	*8*	*24*	*12*	*8*	*8*	*318*	*$48,435*	*$2,169*	*$50,604*								*0*	*$0*	*$0*	*$0*	*$5,060*	*0*	*$0*	*$0*	**$5,060**	**$55,664**
14.5 Technical Support																																						
14.5.1 Prepare technical figures, descriptions, estimates	28	16	101	145	$24,937																$0								0	$0	$0	$0	$1,885	0	$0	$1,885	$1,885	$26,822
14.5.2 Coordination with Preliminary Design	3		4	7	$1,351																$0								0	$0		$0	$0	0	$0	$91	$91	$1,442
14.5.3 Phase 1 Additional Hydrology Suppor	5			5	$1,125																$0	28.00	0.75	7.50	3.25	5.50	4.00	0.25	49	$6,620		$6,620	$662	0	$0	$65	$727	$8,472
14.5.4 New Mexico RAPID wetland assessment	5			5	$1,125																$16,150												$1,615	0	$0	$65	$1,680	$18,955
Task 14.5 Totals =	*41*	*16*	*105*	*162*	$28,538																*$16,150*	*28.00*	*0.75*	*7.50*	*3.25*	*5.50*	*4.00*	*0.25*	*49*	*$6,620*	*$0*	*$6,620*	*$2,277*	*0*	*$0*	*$2,106*	**$4,383**	**$55,691**
TOTAL SERVICES: LABOR HOURS	133	16	105	254		208	4	168	56	40	148	84	128	98	32	20	28	1,014			$172,010								54			$7,495						
TOTAL COST OF SERVICES (EXCLUDING NMGRT)	$29,925	$1,568	$17,745		**$49,238**	$51,816.96	$752.48	$26,106	$8,502	$5,426	$19,049	$10,403	$13,562	$9,992	$3,371	$1,548	$1,997.24		$152,522	$3,338	**$172,010**									**$7,495**	$0	**$7,495**					**$21,260**	**$250,000**

Notes:
1) Assumes teleconference meetings for Carollo
2) Assumes one 3-hour meeting with design firm
3) Task 14.5.3 covers additional hydrology work for Reclamation to support the EA
4) Task 14.5.4 is an estimated cost since New Mexico RAPID guidelines are still draft. This work will only be completed if required by Reclamation based on public scoping and BLM/USFS in

2021 02 17 Amend 1 Carollo revised w exhibits

Final Audit Report 2021-02-17

Created:	2021-02-17
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoTIOYih2ybBCtV7Z9dL78g6rd4L3cvtY

"2021 02 17 Amend 1 Carollo revised w exhibits" History

Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2021-02-17 - 9:00:19 PM GMT- IP address: 63.232.20.2

Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
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Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2021-02-17 - 9:06:50 PM GMT - Time Source: server- IP address: 174.56.49.116

Agreement completed.
2021-02-17 - 9:06:50 PM GMT

POWERED BY Adobe Sign

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/4/2021 6/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : Zurich American Insurance Company	16535
INSURED 1472613	CAROLLO ENGINEERS, INC. 2795 MITCHELL DR. WALNUT CREEK CA 94598-1601	INSURER B : American Guarantee and Liab. Ins. Co.	26247
		INSURER C : Continental Casualty Company	20443
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 16520737 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	N	GLO 9730569	7/4/2020	7/4/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	N	BAP 9730571	7/4/2020	7/4/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) DED: COMP/COLL	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC 9730570	7/4/2020	7/4/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY UNLIMITED PRIOR ACTS	N	N	AEH 288354410	7/4/2020	7/4/2021	EACH CLAIM: $1,000,000; AGGREGATE: $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

ON-CALL ENGINEERING SERVICES FOR WATER SYSTEM CAPITAL IMPROVEMENTS PROGRAM, Item 19-0234. City of Santa Fe is additional insured as respects general liability and auto liability, and these coverages are primary and non-contributory, as required by written contract.

CERTIFICATE HOLDER

16520737
CITY OF SANTA FE
PURCHASING OFFICE
2651 SIRINGO ROAD, BLDG. H
SANTA FE NM 87505

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: CAROLLO ENGINEERS INC
DBA: CAROLLO ENGINEERS INC

Business Location: 4600 E WASHINGTON STE 500
PHOENIX, AZ 85034

CRS Number: 03-162628-00-9

Owner: CAROLLO EINGINEERS, INC.

License Number: 117760

License Type: Business License - Renewable

Issued Date: February 10, 2021

Classification: Business Registration - Standard

Expiration Date: February 10, 2022

Fees Paid: $10.00

CAROLLO ENGINEERS INC
4600 E WASHINGTON STE 500
PHOENIZ, AZ 85034

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ITEM # 19.0234

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Carollo Engineers** hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

A. The Contractor shall perform On-Call Engineering Services for the City as follows and:

1) Technical water resources engineering and feasibility studies,
2) Preliminary engineering services for design and construction,
3) General engineering services for:
   a. Capital Improvements,
   b. Repair and rehabilitation related assessments,
   c. Upgrades and improvements,
   d. Design support, preparation of design specifications, and procurement support for CIP
4) Water resources studies for:
   a. Supply and demand management
   b. Well field sustainability analyses
   c. Water budget and geohydrologic modeling analyses
   d. Permitting
5) Permit related activities, compliance and litigation support,
6) Water utility management support for:
   a. Asset management
   b. Water loss audit
   c. Federal and State funding applications

2. **Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed three hundred eighty five thousand dollars ($385,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling thirty two thousand four hundred eighty four dollars and thirty eight cents ($32,484.38) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed four hundred seventeen thousand four hundred eighty four dollars and thirty eight cents ($417,484.38). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event**

will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty 30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2020 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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 AGREEMENT.*

B Termination Management. Immediately upon receipt by either the City or the

Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. 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 Agreement. 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.

7. Assignment.

The 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 City.

8. Subcontracting.

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

9. Release.

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

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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.

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement 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 12 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

13. Amendment.

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Merger.

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

15. Penalties for violation of law.

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

16. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, 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 Agreement.

18. 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 Agreement may be terminated by the City.

19. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

20. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the

following insurance coverage(s), naming the City as additional insured, except Workers Compensation.

A. Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

B. Comprehensive general liability (including endorsements providing broad form property damage, personal injury coverage and contractual assumption of liability for all liability the Contractor has assumed under this contract). Limits shall not be less than the following:

a. Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.
b. Property damage or combined single limit coverage: $1,000,000.
c. Automobile liability (including non-owned automobile coverage): $1,000,000.
d. Umbrella: $1,000,000.

C. Contractor shall maintain the above insurance for the term of this Agreement 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.

21. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. 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 Agreement, to the extent 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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. The Contractor shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to the City or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Contractor shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Contractor's sub-engineers, that impact project completion and/or success.

23. Invalid Term or Condition.

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

24. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

25. Notices.

Any notice required to be given to either party by this Agreement 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:
Water Division Director
801 W. San Mateo
Santa Fe, NM 87505

To the Contractor:
John Rehring, P.E.
Carollo Engineers
390 Interlocken Crescent, Suite 800
Broomfield, CO 80021

26. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

27. Standard of Care.

The Contractor shall perform the services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of New Mexico.

28. City-Provided Information and Services.

The City shall furnish the Contractor available studies, reports and other data pertinent to the Contractor's services; obtain or authorize the Contractor to obtain or provide additional reports and data as required; furnish to the Contractor services of others required for the performance of the Contractor's services hereunder, and the Contractor shall be entitled to use and rely upon all such information and services provided by the City or others in performing the Contractor's services under this Agreement.

29. **Third Parties.**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

30. **Document Use and Reuse.**

Documents, including drawings and specifications, prepared by the Contractor pursuant to this Agreement are not intended or represented to be suitable for reuse by the City or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by the Contractor for the specific purpose intended will be at the City's sole risk and without liability or legal exposure to the Contractor. The Contractor's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CADD files, are tools for their preparation. As a convenience to the City, the Contractor shall furnish to the City both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that the City shall hold the Contractor harmless from liability arising out of changes or modifications to the Contractor's data in electronic media form in the City's possession or released to others by the City.

31. **Access.**

The City shall arrange for access to and make all provisions for the Contractor to enter upon public and private property as required for the Contractor to perform services hereunder.

32. **Estimates and Projections.**

The Contractor has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water or wastewater quality and/or quantity, or over the way City's plant and/or associated processes are operated and/or maintained. Data projections and estimates are based on the Contractor's opinion based on experience and judgment. The Contractor cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by the Contractor and the Contractor will not be liable to and/or indemnify the City and/or any third party related to any inconsistencies between the Contractor's data projections and estimates and actual costs and/or quantities realized by the City and/or any third party in the future.

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

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 4/1/19

CONTRACTOR:
Carollo Engineers

NAME AND TITLE
JOHN REHRING
VICE PRESIDENT
Becky Lane
Vice President

DATE: 4.9.19 4-9-19
CRS# 03-162628-00-9
Registration # 19-00117760

ATTEST:

YOLANDA Y. VIGIL
CITY CLERK
CC mtg. 3/27/2019

APPROVED AS TO FORM:

2/12
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR

52456.510320; 52354.572960
Business Unit Line Item

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
#19-0234

AMENDMENT No.1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated March 27, 2019 (the "Agreement"), between the City of Santa Fe (the "City") and Carollo Engineers, Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide engineering services as outlined in the original Agreement for the City.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 1, of the Agreement is amended to include Exhibit "B" attached hereto and incorporated within.

2. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of two hundred fifty thousand dollars ($250,000.) plus gross receipts tax, so that Article 2, paragraph A reads in its entirety as follows:

> A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the per hour rates outlined in Exhibit "A" attached hereto, such compensation not to exceed six hundred thirty five thousand dollars ($635,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling fifty three thousand five hundred seventy eight dollars and thirteen cents ($53,578.13) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement,**

including gross receipts tax and expenses, shall not exceed six hundred eighty eight thousand five hundred seventy eight dollars and thirteen cents ($688,578.13). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM.

Article 3 of the Agreement is amended to extend the term of the Agreement, so that Article 3 reads in its entirety as follows:

This Agreement shall terminate on June 30, 2021, unless terminated pursuant to Paragraph 4, infra.

4. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

By: _____
ALAN WEBBER, MAYOR

Date: 8/10/2020

CONTRACTOR:
Carollo Engineers, Inc.

_____
NAME John Rehring
Vice President
TITLE

Date: 8/5/2020

NM Taxation & Revenue
CRS # 03-162628-00-9
City of Santa Fe Business
Registration # 117760

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC Mtg 07/29/2020 GC

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (May 26, 2020 14:41 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

5050395.572960
Business Unit/Line Item

SCOPE OF SERVICES & PROJECT REQUIREMENTS

I. BACKGROUND

The City of Santa Fe (the "City") Water Division's primary mission is to provide a safe, reliable, and sustainable water supply for its customers. The City manages four sources of water supply derived from surface water (Santa Fe River and Rio Grande via the Buckman Direct Diversion) and groundwater (City and Buckman well fields) sources. The City also utilizes reclaimed wastewater and water conservation programs to reduce demand on these sources. Details on the City's water supply portfolio, current production records, future projected demands, and framework of its distribution system are presented in the Water Transmission and Storage System Master Plan (2009), Long-Range Water Supply Plan (2008), and Annual Water Report (2017).

II. PROFESSIONAL SERVICES

In general, the Engineering Firm shall perform professional engineering services on an as-needed basis as directed by the City's representative, primarily assigned Project Manager. The Engineering Firm shall have demonstrated expertise and experience in the areas of water supply, water resource management, planning and modeling, water distribution and storage, water quality, water system improvements, and well field operations. Engineering services shall meet the applicable requirements of the City and accepted industry standards and practices. The scope of work for any one project may involve some or all phases of project development and implementation which may include, but not limited to, the following:

I. Technical water resources engineering and feasibility studies,
II. Preliminary engineering services for design and construction,
III. General engineering services for:
    i. Capital Improvements,
    ii. Repair and rehabilitation related assessments,
    iii. Upgrades and improvements,
    iv. Design support, preparation of design specifications, and procurement support for CIP
IV. Water resources studies for:
    i. Supply and demand management
    ii. Well field sustainability analyses
    iii. Water budget and geohydrologic modeling analyses
    iv. Permitting
V. Permit related activities, compliance and litigation support,
VI. Water utility management support for:
    i. Asset management
    ii. Water loss audit
    iii. Federal and State funding applications

➢ Technical Water Resources Engineering and Feasibility Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Perform water quantity and water quality evaluations related to water supply operations related to source water derived from reservoirs and production wells, recycled wastewater reuse, aquifer storage and recovery, and water treatment processes.

- Perform technical and system optimization studies for various water system operations related to sustainable water production, well field management, water distribution and storage, energy usage, surface and groundwater interaction, water budgets and related geohydrologic analyses.

- Production well design, construction, testing and sustainable operations. Water quality and treatment, blending and distribution.

- Perform feasibility studies for new and/or alternative water sources, aquifer storage and recovery, wastewater reuse, water treatment systems and engineering services in support of capital improvement projects including process technical evaluations; site layouts; design and process requirements; distribution and storage, booster pumps, energy efficiency; and capital and O&M costs.

➢ Preliminary Engineering Services for Design and Construction

The types of services anticipated under this category shall include, at a minimum, the following:

- Prepare engineering details and calculations as needed for water supply, water transmission and water storage improvement projects.

- Prepare preliminary drawings, and estimates of probable cost, including capital costs, annual operation and maintenance cost, lifecycle cost for any range of system improvement alternative(s). Present alternatives and cost structure and provide recommendations and analyses of each alternative.

- Evaluate the design concept for constructability and practicality for construction phase and maintenance of water system improvements.

- Develop a design and construction schedule.

➢ General Engineering

The types of services anticipated under this category shall include, at a minimum, the

following:

- Development of engineering design drawings and specifications for capital improvement projects, and/or rehabilitation and replacement projects.

- Perform necessary field investigations and coordinate with regulatory agencies and other stakeholders to verify design and construction assumptions and constraints.

- Address right of way and easement issues.

- Prepare engineering designs, calculations, plans, specifications, cost estimates and contract bidding documents. Engineering plans and construction documents will include preliminary engineering, sixty percent (60%), ninety percent (90%), and final engineering, or as specified by a given task order.

- Updates and revisions to the water distribution and storage master plan, as-needed.

- Improvements to distribution system network, pressure zone management, well systems, booster pump station, piping valves, junctures and storage tank improvements. Water system design and operations, water demand analyses, system utilization, operation and reliability

:

➢ Water Resources Studies

The types of services anticipated under this category shall include, at a minimum, the following:

- Hydrologic and hydrogeological services as they pertain to water resource management, source protection, water resource management, permit compliance, water system, production, distribution and storage improvements.

- Water budget analyses, water level monitoring, stream gaging and seepage studies, surface and groundwater interaction, and evapotranspiration calculations in support of water resource management studies.

- Long range water supply plan (LRWSP) updates, drought management, new source of supply evaluations, system resiliency, supply and demand forecasting using decision analysis tool (WaterMAPS). Develop 5-, 10- and 20-year long range supply and demand forecasts and integrates result with LRWSP, T&D Master Plan, WaterMAPS decision tool, waste water reuse and conservation plans.
- Groundwater modeling in support of aquifer sustainability and safe yield estimates, groundwater pumping offset calculations, aquifer characteristic evaluations, and supply optimization evaluations. Predictive simulation of

groundwater flow, model development and calibration and model validation with emphasis on Espanola Basin model(s).

- Well design, well efficiency, well permitting, specific capacity and aquifer testing, sustainable well yield assessment, well redevelopment, well construction and repair, well permitting, well siting.

- Water supply prioritization, economics, availability and resiliency, and water supply infrastructure.

➢ Permit Related Activities, Compliance and Litigation Support

The types of services anticipated under this category shall include, at a minimum, the following:

- Surface and groundwater water right permitting and applications.

- Inter-state compact compliance, permitting and accounting.

- Appropriation of surface water, groundwater administration, active water resource administration, and general water rights.

- Return flow credits, aquifer storage and recovery, reclaimed water reuse, discharge permitting and water quality compliance.

➢ Water Utility Management

The types of services anticipated under this category shall include, at a minimum, the following:

- Asset management plan support including financial planning, life cycle evaluation, water accounting, capital improvements, risk assessments, asset inventory and data management.

- Water loss control program support to support water audit evaluations, conduct water audit intervention processes, and implement performance indicator evaluations.

- Support City pursuit of federal and state grant funding applications.

- Geographic information system (GIS) support, field surveying and mapping, graphical illustrations and reporting support.

City of Santa Fe, New Mexico

memo

Date: May 20, 2020

To: Public Utilities/Public Works Committee, Finance Committee and City Council

Via: Shannon Jones, Public Utilities Director SJ
Jesse Roach, Water Division Director JR

Munis # 3200505

MM
mm

From: Bill Schneider, Water Resources Coordinator WHS

RE: Amendment No. 1 to Professional Services Agreement (PSA) 19-0234 with Carollo Engineers (Carollo) for $250,000 plus GRT to provide On Call Engineering Services for Capital Improvement and Priority Projects

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ITEM AND ISSUE

The City of Santa Fe's (City) Water Division (WD is requesting to amend the PSA 19-0234 with Carollo to provide continued On Call Engineering services for Capital Improvements and Priority Projects.

BACKGROUND AND SUMMARY

The City's WD entered into a PSA with Carollo for on call engineering services via competitively bid request for proposal (RFP) for Engineering Services (RFP '19/16/P) that was awarded as PSA #19-0234. The WD has utilized this contract to provide engineering and technical services to evaluate optimization of effluent reuse, permitting and implementation support for a return flow pipeline to Rio Grande, water treatment and water quality upgrade strategies at Canyon Rd and Paseo Real water treatment plants. This PSA will be utilized in FY20-21 to provide continued services on the water quality and water treatment and technical support on the return flow pipeline permitting. The next critical step for the WD is continued progress on satisfying permitting requirements as outlined in the Appendix A (Reuse Pipeline Permit Plan) of the Phase 1 Preliminary Design Evaluation (2019) that include support and concurrences from several federal, state, and local agencies. Upon approval of this PSA, the WD intends to negotiate task orders for engineering support on these critical actions.

ACTION REQUESTED

Staff requests approval of Amendment No. 1 to PSA #19-0234 with Carollo Engineers On Call Engineering Services for Capital Improvements and Priority Projects. The request for funding of $250,000 plus gross receipts tax (GRT) was budgeted as part of the FY2021 Water Division CIP Request and will be available in Business Unit/Line Item 5050395.572960.

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor Carollo Engineers Inc.

3 Complete information requested ☑ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $325,000.00

Termination Date: June 30, 2020

☑ Approved by Council Date. March 27, 2019

☐ or by City Manager Date:

Contract is for: Original Contract for on call engineering Water and WWMD

Amendment # 1 to the Original Contract# 19-0234

Increase/(Decrease) Amount $ $250,000.00

Extend Termination Date to: June 30, 2021

☑ Approved by Council Pending

☐ or by City Manager Date:

Amendment is for: Increase for FY 20/21

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☑ Plus GRT ☐ Inclusive of GRT

Amount $ 385,000.00 of original Contract# pending Termination Date: 6/30/2020

Reason: Original Contract WWMD $50,000; Water $275,000; Water Conservation $60,000

Amount $ 250,000.00 amendment 1 Termination Date: 6/30/2021

Reason: Increase comp for FY 20/21

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ $635,000.00

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# 19/16/P Date: November 9, 2018

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

_____
Purchasing Officer Review

Comments or Exceptions: _____

7 **Funding Source:** Water CIP and WWMD **BU/Line Item:** 5050395.572960

Alexis Lotero
Budget Officer Approval

Comments or Exceptions: _____

8 **Any out-of-the ordinary or unusual issues or concerns:**
N/A
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # 4271

10 **Certificate of Insurance attached.** (if original Contract) ☑

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

CITY OF SANTA FE RFP PROCUREMENT CHECKLIST

Contractor Name: Carollo Engineering

Procurement Title: On Call Engineering Services

Solicitation RFP#: 19/16/P

Department Requesting/Staff Member PUD - William Schneider

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Departments Recommendation of Award Memo addressed to Finance
☒	☐	Tabulation Evaluation score sheet
☐	☒	BAR
☐	☒	FIR
☒	☐	Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	Other: _____

William Schneider, Water Resources
Department Rep Printed Name and Title

wschneider
wschneider (May 28, 2020 09:48 MDT)
Department Rep Signature attesting that all information included

Fran Dunaway (Jun 29, 2020 13:58 MDT)
Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR BID FILE*

YES	N/A	
☒	☐	Final RFP Document
☒	☐	Copy of legal solicitation published in the newspaper, website, etc.
☒	☐	All addendums
☐	☒	Plan holders list
☒	☐	Copies of all RFP submittals
☒	☐	Complete evaluation score sheets
☒	☐	Non-Responsive/Non-Responsibility Form and correspondence or letters from Department to vendor regarding disqualifications
☐	☒	Oral presentations (sign-in sheets, presentation materials, etc.)

*

☐	☒	Documentation sent to Proponents/Offerors and responses received regarding clarifications, decisions, negotiations, and/or best and final offers, etc.
☐	☒	Reference Reviews/Reference Check Questionnaires
☐	☒	Pricing evaluation
☐	☒	Final overall evaluation matrix or summary of evaluator scores
☐	☐	Other: _____

AWARD*

YES	N/A	
☒	☐	Fully executed Memo to Committees from the Department with recommendation of award
☒	☐	Winning proposal (this is a copy that has all confidential/proprietary information excluded)
☒	☐	Contract Award Notice
☒	☐	Email or notification sent to all Proponent(s)/Offerors that award was made
☐	☒	Waiver or "No Action Taken" from Procurement Office
☐	☒	If IFB and not awarded to lowest responsive, responsible bidder; written explanation
☐	☐	Other: _____

DISCLOSURES*

YES	N/A	
		Contractor Disclosures & Conflicts of Interest
☐	☒	Disclosures & Conflicts of Interest Form(s) (winning proponent(s)/offeror(s))
		Contractor –Conflicts of Interest
☐	☒	Purchasing Office Letter or e-mail to designated individual regarding potential conflict
☐	☒	Conflict of Interest Form signed by all parties
☐	☒	Letter from Procurement Office regarding the potential conflict
		Subcontractor Disclosures
☐	☒	Disclosures & Conflicts of Interest form of Subcontractor(s)
		Subcontractor –Conflicts of Interest
☐	☒	Purchasing Officer Letter or email to designated individual regarding potential conflict
☐	☒	Conflict of Interest form signed by all parties
☐	☒	Letter from Legal Office regarding the potential conflict
☐	☐	Other: _____

CONTRACT*

YES	N/A	
☒	☐	Copy of Executed Contract
☒	☐	Copy of all documentation presented to the Committees
☒	☐	Finalized Council Committee Minutes
☐	☐	Other: _____

MISCELLANEOUS FILE*

YES	N/A	
☐	☐	Local Preference Form
☐	☐	New Mexico Residence Form
☐	☐	Veterans Exemption
☐	☐	Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

PROTEST (If applicable)*

YES	N/A	
☐	☒	Documentation from protester filed with the Purchasing Office
☐	☒	Letter from Department to Purchasing Office Providing response to protest
☐	☒	Letter from Purchasing Officer to protester and Department on final outcome
☐	☐	Other: _____

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

YES	N/A	
☒	☐	Original proposal (s) with no redactions

William Schneider, Water Resources

Department Rep Printed Name and Title

whschneider

whschneider (May 28, 2020 08:46 MDT)

Department Rep Signature attesting that all information included

*

GB PWD CAROLLO AMENDMENT 2

Final Audit Report 2021-03-02

Created:	2021-02-24
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL_GvjhE1TplvJ4sfobQkMUWFB_tMgHGa

"GB PWD CAROLLO AMENDMENT 2" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-02-24 - 11:45:24 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-02-24 - 11:53:26 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-02 - 1:34:32 AM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-02 - 1:38:24 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-02 - 1:38:30 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-02 - 2:10:21 AM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-02 - 2:14:05 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-02 - 2:14:05 AM GMT

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8l Request for Approval of Amendment No. 2 to PSA # 19-0234 with Carollo Engineers, Inc. for Environmental Permitting Services in Support of the San Juan Chama Return Flow Pipeline Project. (Bill Schneider, Water Resources Coordinator, whschneider@santafenm.gov, 955-4203) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 03/22/2021 Governing Body: 03/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Approved on Consent Agenda to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico

Memo

Date: **February 20, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NLJ

Re: **Amendment #4 and BAR for Advanced Utility System; and Budget Adjustment Increase request in the amount of $325,313.**

Background/Summary:
The Utility Billing is respectfully asking to amend the Advanced Utility System's contract to continue the upgrade of a billing system for the Utility Billing Division and the City of Santa Fe Utility Customer's monthly utility bills.

The original agreement was approved in 2013; work proceeded for many months on Version 3 with Advanced, Public Utility Billing and Environmental Services employees. After many months, it was evident that continuing with the project was not an option and it was placed on hold.

Through mediation and a new negotiated updated Scope of Work for a 14-month implementation and upgrade from Version 3 to Version 4, the Utility Billing Division is bring forward Amendment #4 for $1,048,402 plus grt.

A new billing system would cost 2.7 million, continuing the upgrade with Advanced; the City's new Utility Billing System will cost $2.2 million. While it has taken much longer than we would have liked to upgrade the billing system, we are confident that we can move forward and upgrade the system within the 14-months required for the full implementation.

Amendment and BAR budget increase is attached for $325,313 for FY20/21 and the remainder will be submitted upon approval of the FY21/22 Budget in business unit 5110351.510310 for the 14-month implementation period.

Requested Action:
Approval of Amendment #4 for $1,048,402 plus grt through FY21/22; and the BAR budget increase in the amount of $325,313.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/UCS/ Admin	2/22/21

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Utility Customer Service Service Contracts	5110351	510310		325,313	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 325,313	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Increase from Cash balance to fund this contract for N. Harris #4 in the FY 20/21

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	325,313
TOTAL:	**325,313**

Maya Martinez 2/22/21
Prepared By *{print name}* Date

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 24, 2021 16:55 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202028**

Contractor: **N. Harris / Advanced**

Description: **Billing System upgrade**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **11/13/13** Term End Date: **4/29/23**

☑ Approved by Council Date: **11/13/13**

Contract / Lease: **Contract**

Amendment # **4** to the Original Contract / Lease # **13-1137**

Increase/(Decrease) Amount $ **$1,048,402 plus nmgrt** Partially funded in FY 20/21 ($325,313 BAR attached) Remainder in FY 21/22

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **Pending**

Amendment is for: **increase compensation and extend term**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original #13-1137; #13-1138; #13-1139 $1,033,476 approved 11/13/13
Amend #1 15-0460 $19,600 approved 6/10/15
Amend #2 15-0856 $169,500 approved 9/1/13
Amend #3 19-0070 Term only to 4/29/23 approved 1/30/19

3. **Procurement History:** **13/33/P**

Fran Delaway (Mar 1, 2021 9:30 MST) — Mar 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #4 increase for an approved extended term partially fund FY 21 7/1/20-6/30/21.

4. **Funding Source:** **Utility Customer Service Fund** **Org / Object:** **5110351.510310**

Alexis Lotero (Mar 1, 2021 19:12 MST) — Mar 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE
AMENDMENT No. 4 TO
INFORMATION TECHNOLOGY AGREEMENT
#13-1137; 15-0460, 15-0856; 19-0070

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "H" attached hereto and incorporated within.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one million forty eight thousand four hundred and two dollars ($1,048,402) exclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed two

million two hundred seventy thousand eight hundred seventy eight dollars ($2,270,878) exclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits H.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
N. HARRIS

_____
NAME Jim Simak

_____
TITLE SEVP, N. Harris Computer Corp.
DATE: February 24, 2021
CRS# 03206497007
BRN# 1297788

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Mar [redacted]
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AL
Business Unit/Line Item AL

Exhibit H

ADVANCED
UTILITY SYSTEMS

City of Santa Fe
Amendment 4
Scope of Work

February 2021

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Definitions

Name	Definition
As-Is Business Process	A document that describes the steps, people and resources involved in completing specific activities. The As-Is process documents how the process is executed in the legacy CIS System and can form the basis for the To-Be business process that describes how activities will be executed in the new CIS System.
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS System
BRD	Business Requirements Document
BPR	Business Process Review
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS System	All Advanced licensed software (CIS Infinity, Infinity.Link Enterprise, Infinity.Mobile, and implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the City (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software without source code or structural data model changes occurring.
Core Team	City staff that have sufficient business knowledge and authority to make decisions regarding configuration, can lead testing activities, and assist End Users with learning the CIS System and associated To-Be Business Processes. This group will become the "super users" of the CIS System.
Generic Test Scripts	Document that describes the steps and actions required to test a feature or function of the CIS System and the expected results. Generic Test Scripts do not reflect the specific configuration of the City. Customizing test scripts are the responsibility of City.
Modification	A change to the code base or a structural data model change.
To- Be Business Process	A document that describes the steps, people and resources involved in completing specific activities. The To-Be process documents how the process will be executed in the new CIS System.

General Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of 12 months and 2-month post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Professional Services Agreement.

3. The Project is not normal daily operations. Team members may not be accustomed to the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Advanced and City will each assign a project manager who are responsible for managing the overall implementation to a successful conclusion for Advanced and the City.

5. Project success is dependent upon both Advanced and City supplying the resources required to complete all deliverables in a timely matter.

6. City and Advanced will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests from the other party, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.

7. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, and conference calls.

8. Staffing issues will be resolved between City and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

9. City will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i) City will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost. The project should include accommodations for holidays and predetermined leave schedules for resources for both Advanced and City.

10. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved by both parties within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

11. City will empower City's project team members to make decisions related to configuration and business processes. In particular, City team members with authority to make key decisions (e.g. business process change) must participate in meetings where these decisions are discussed.

12. The City will, where possible, will not try to reinvent the legacy CIS but rather incorporate Advanced recommended best CIS Infinity practices when possible to maximize the capability of the CIS

System. Any recommendation not implemented should be discussed with key City stakeholders and documented by the Advanced Project Manager and provided to the City Project Manager.

13. Advanced and City acknowledge that there will be challenges during the project. We will address problems head on an openly with each other. All parties will be respectful in all situations.

14. Advanced and City will work collaboratively to find solutions to issues.

15. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

16. All City and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

17. When onsite Advanced agrees to work within City standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

18. Advanced will update CIS Infinity in a 1). Production and a 2. Test environment on City supplied hardware and will support both throughout the implementation.

19. City will review and if necessary, update its computing infrastructure 2 weeks prior to project kickoff and ensure prior networking issues are resolved. Advanced will assist City in troubleshooting issues.

20. City will review and contract with an Advanced payment processor for processing of electronic payments 12 weeks prior to the start of Integration Testing. Note: City has Paymentus, an Advanced payment processor partner.

21. City will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.

22. City will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

23. City will provide desk space for the Advanced team members while onsite at City. City shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

24. City will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

25. City Staff will attend scheduled training sessions.

26. City will perform testing and Advanced will support City testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.

27. City will perform manual cut over tasks identified in the data conversion and the cutover plan.

28. City will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin) with support from Advanced.

29. City will be responsible for creating their customized Link skin (i.e. look and feel of the Link site) using a web designer of their choosing.

Project Management

Advanced will have primary responsibility for the successful completion of this project as defined in this Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates to the project schedule. The Advanced PM Provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City PM will provide oversight and guidance to City staff to ensure successful completion of City led/assigned activities and related project tasks.

Deliverables

Advanced:

The Advanced Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget.
2. Lead the weekly PM meeting – City requests set day and time every week.
3. Participate in the weekly Core Team Status Meeting.
4. Update the Project Schedule monthly, based on outcomes of the weekly PM meeting (based on progress updates from the team).
5. Prepare monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised (with input from City PM)
6. Participate in a monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor, primarily remotely.
7. Ticket issue resolution/status update to occur within 5 business days

City

The City Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Participate in the weekly PM meeting.
2. Lead ~~of~~ the weekly Core Team Status meeting to discuss status, address questions and provide direction on outstanding activities.
3. Provide input on monthly status report and the Project Schedule to Advanced PM.
4. Organize and lead the monthly Executive Steering Committee meeting to review project status, to be attended by the City Project Manager and City Project Sponsor(s). City requests set day and time every month.
5. Review and approve project deliverables.
6. Sign payment milestone acceptance documents.
7. Ticket issue resolution/status update to occur within 5 business days

Project Re- Initiation

The Advanced PM will work jointly with the City Project Manager to organize project information for the update of the Project Schedule. The Advanced PM will present all information required to re-start the project and will review with the City PM all remaining tasks to be completed before Go Live. The Advanced PM will develop a project schedule that is reasonable for both Advanced and the City to achieve. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The project schedule will be updated to reflect outstanding and new deliverables and tasks as defined in this SOW along with task predecessors. Tasks to be scheduled (which include both City and Advanced tasks) to complete the project are as follows:

- Upgrade of City server hardware, if required
- Application of the latest builds of CIS Infinity Version 4.X.X, Infinity.Link Enterprise and Infinity.Mobile Version 2.X.X server software in the City's test environment and production environment.
- Review and updates, if required, of the following project planning documents: Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, Data Conversion Plan, Go/No Go Criteria, and Change Control Process
- Project Re-Initiation Kickoff Meeting
- Issues Tracking Tool training
- Business Process Review
- Documentation of "as is" and "to be" business processes
- Core Team training, inclusive of security training
- End User Training
- Review of reporting requirements
- Review and completion of custom reports, bill prints and notices
- Review and completion of required interfaces
- Review of Data Validation Criteria
- Data refreshes for Functional Testing, Integration Testing, User Acceptance Testing (UAT) and Go Live
- Functional, ITC and UAT testing phases (inclusive of Report testing)
- Updates to Project Team Contact List which includes users that need access to Issues Tracking Tool

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Executed of Information Technology Agreement (Contract No. 13 – 1137) – Amendment 4 inclusive of this SOW between Advanced and City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite Project Re-Initiation Kickoff Meeting
- Application of the latest CIS Infinity, Infinity Mobile, and Infinity.Link Enterprise server builds in the City's test environment and production environment.
- Updated Joint Project Contact List
- Delivery of Issues Tracking Tool training
- Updated baselined and approved project schedule, with input from City
- Updated Communication Plan, with input from City
- Updated Change Management Plan, with input from the City
- Updated Risk Management Plan, with input from City
- Updated Change Control Process, with input from City

City:

City will deliver as part of this phase:

- Upgrade of City server hardware, if required, two weeks prior to the Project Kickoff meeting
- Install CIS Infinity V4 client on any desktops that requires access to CIS Infinity and where CIS Infinity client has not been previously installed
- Infinity.Mobile and Infinity.Link Enterprise Technical Checklist updates
- Assistance with application of builds to facilitate knowledge transfer
- Participation of the PM and Core Team in the project kickoff meeting
- Updated City Project Contact List
- Participation of PM and Core Team in issues tracking tool training
- Review and approval of updated Project Schedule
- Review and approval of updated Communication Plan

- Review and approval of updated Change Management Plan
- Review and approval of updated Risk Management Plan
- Review and approval of updated Change Control Process
- Finalization of Core Team and identification of SMEs and other resources assisting with the project

Core Team Training

Advanced will provide four (4) weeks of onsite trainer to the City's Core Team prior to an onsite Business Process Review (BPR). During the kickoff meeting, the Advanced and City PM will determine the areas to be covered during the four weeks of training but at a minimum will include Customer Service, Billing, Collections, Cashiering, Solid Waste, Security, Service Orders, Infinity.Link Enterprise and Infinity.Mobile.

During training sessions, City will document any potentially new processes which will be further reviewed during the BPR.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Computing infrastructure (including network) established and functioning correctly
- CIS Infinity (V4), Infinity.Link Enterprise and Infinity.Mobile (V2) updated to latest build and available for Core Team training
- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Agendas and provide training manuals
- 4 Week onsite instructor-led Core Team training

City:

City will deliver as part of this phase:

- Core Team participation in training

Business Process Review

After completion of Core Team training, a two-week onsite BPR will be led by Advanced where Advanced will review the detailed business requirements of City with the City's Core Team and key decision makers. Key inputs into this process will include existing the Discovery document, City's documented existing business procedures, the RFP functional checklist and recommendations of CIS Infinity best practices by Advanced.

The City will provide documentation of As-Is business processes two weeks before the start of the BPR. Other key information to be provided by the City include:

- All rate tariffs and system generated fees – No changes in rate structure. Changes to values only
- Chart of Accounts (COA) for GL/AP interfacing – Updated COA for Tyler
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- File layouts and samples of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information, source of payments, tender types, interface files
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out processes
- Billing process flows
- All Daily, weekly, Month End and Year End Report Requirements
- Data setup of persons, premises, service types
- Existing security profiles and definitions
- City ordinances related to business processes

The Discovery document will be updated to reflect any changes to the CIS Infinity configuration based on the outcome of the BPR. Any recommended CIS Infinity best practices which the City cannot or chooses not to implement, will be documented in the Discovery document.

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review the City's To- Be business processes and provide feedback.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of core team training weeks 1 & 2
- As-is business processes documented by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- 2 Week onsite Business Process Review, exclusive of reporting, bill print, notices, and interfaces.
- Updated Discovery documents (CIS Infinity, Infinity.Mobile, Infinity.Link Enterprise)
- Recommendations based on current client processes that are defined for City/County

City:

City will deliver as part of this phase:

- As-Is Business Practices/Flows and Key Data identified above
- BPR participants who have the authority and are receptive to making business process improvements by taking advantage of CIS System's functionality.
- Summary of business processes changes identified during the BPR that will be reviewed by City for impact/change management/end user training issues
- Approval of updated Functional Discovery document.

Note: Once the Functional Discovery document has been approved, any subsequent changes identified in the testing phases which impact the project schedule as a result of re-configuration will follow the change control process.

Interface Status Review Workshop

Advanced will conduct a remote Interface Status Review Workshop to review the status of required interfaces and the effort required to complete interfaces. Any changes to interfaces where specifications have been previously signed by City may require a Change Order. The following list of new and existing interfaces will be reviewed. See also Interface Exhibit A.

- Tyler Munis – Munis General Ledger and Accounts Payable Refund file (Replace JDE)
- Paymentus IVR – Inbound & Outbound (replace Selectron). Outbound export file created for delinquent account callout, 2 Day Notice & High consumptions notifications
- ACH –Wells Fargo ACH Format data format is required. Account number format will change
- Wells Fargo Lockbox Payment – Account number format will change
- LockboxE –Account number format will change
- Paymentus – Electronic Payment Processor Paymentus is currently implemented at City with First Data as merchant services provider. In V4 Paymentus inbound is integrated with Advanced via web services. City currently has customer file, payment posting file, email file, and bill print file that is sent Paymentus.
- Postal Pros EBP (Replace InfoSend)
- Postal Pros Notices/Letters – PDF file to be sent for printing by Postal Pros.-Final Bill Letter, Welcome Letter, LIC letter
- Esri ArcGIS – No Change
- GIS Service Address Verification and Validation (CO#1) : CIS service addresses will be validated at point of entry and in bulk in real-time, by calling ArcGIS API. The ability to save an invalid service address is a configurable option in CIS Infinity.
- Beacon AMI System – A real-time interface between CIS Infinity and Beacon AMI system will be implemented. The interface will include
    - CIS to Beacon AMI data synchronization (CIS infinity will send account, service address, meter, endpoint information to Beacon AIM)
    - CIS to Beacon AMI reads on demand
    - CIS to Beacon AMI billing reads request
- MARS – Payment Import File (similar to Lockbox E) – New file import for the City – Currently processing MARS manually. Account number format will change
- Meter inventory import – One standard file layout to be used for all meter manufacturers; import of new meters from meter manufacturer(s). Import will use spreadsheet of meter number, endpoint, Po #, meter size,
- Collection Agency – Import and Export to Virtuoso Collection Agency
- County Lien – Export/list of Accounts, broken out by service specific export format required by the county.
- Generic Meter Read – Export/Import – when Manual Import/Export required – one format

- Custom scripts and formula for winter average, COD, INLINE and LIC – see Interface Exhibit A

The following interfaces included in the original SOW are no longer required

- CityWorks Work Management – Not required
- JD Edwards Enterprise – Fixed Assets – Not required
- Active Networks – City will use CIS Infinity cash register functionality
- Datamatic Routestar – Not required
- ConserveTrack – Not required
- Badger AMI (CO#2)
- Badger Smart Meter Software
- Beacon AMI System (CO#2) – Meter Exchanges/Work Order Management

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Interface file layouts and sample file provided by City
- Third party vendor participation in workshop, as required, secured by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:
Advanced:

Advanced will deliver as part of this phase:

- Remote Interface Status Review Workshop
- Review of existing interface specifications
- Creation of BRD for new interfaces

City:

City will deliver as part of this phase:

- Sign off of any outstanding interface specifications – 10 days of receipt
- Coordination with third party vendors, as required
- Sign off of new/updated interface BRDs – 10 days of receipt

Reports, Bill Print and Notices Review Workshop

A remote Reports Review Workshop will be conducted to review the current Reports Matrix. Custom Reports previously identified will be reviewed to determine the status for each. Any outstanding custom reports will be completed and delivered at Integration Testing. The original contract included 10 custom reports to be determined by the City. Any new Custom Report requests will be identified via the Change Order process.

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Updated Reports Analysis spreadsheet delivered by City 2 weeks prior to Workshop

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Reports, Bill Print and Notices Review Workshop
- Identification of any new reporting, bill or notices requirements
- Provide insight and direction on what other cities do for their reports, bill print, notices, forms, letters, etc. – assist with industry guidelines

City:

City will deliver as part of this phase:

- Participation in Reports, Bill Print and Notices Review Workshop
- Approval of any required changes documented via a Change Order

Data Conversion Workshop & Updated Conversion Plan

Advanced will conduct an onsite Data Conversion Workshop to review the current data mapping, validation criteria, and known conversion issues. Scripts and criteria will be updated as appropriate but will leverage the existing approach previously agreed to by the City. The Data Conversion Plan will be updated, as required. City will provide Advanced with a data extract of all data to be converted. Data will be loaded by City onto a secured FTP site 8 weeks prior to the onsite workshop. Advanced will convert City's data so that it can be loaded into CIS Infinity.

Advanced will assist City in reviewing baseline accounts which are a representative cross section of City customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and configuration.

The City has 20 years of data to convert. City expects to use CIS Infinity archiving solution once the data is converted

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- All data to be converted by Advanced has been identified by City.

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite data conversion workshop
- Updated Data Conversion Plan, including data validation criteria, and data mapping
- Identify data clean-up activities on historical data
- Signoff process for data validation/upload/refresh of data to CIS V4

City:

City will deliver as part of this phase:

- Resources to participate in the data conversion workshop. Resources will understand the existing conversion scripts and processes used to date and will be knowledgeable in the legacy system data.
- Updated data extract of all data to be converted, including data validation criteria and timing, to be provided to Advanced eight weeks prior to the onsite workshop. All data

to be converted must be delivered with each data refresh and must be provided in the same data extract format.

- Data clean-up activities started on legacy system data (as required).
- Review and update of Baseline Accounts
- Sign off of updated Data Conversion Plan 10 days from receipt

To-Be Business Processes and Testing Preparation

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review and provide assistance with the City's To-Be business processes and provide feedback.

The Advanced PM will provide City with generic test scenarios. Modification of test scenarios to match City's specific business scenarios and requirements is the responsibility of City. Advanced will conduct a one week Testing Workshop to train the City on developing scenario-based scripts and to teach City testers on how to test. Once developed by the City, Advanced will review (up to one 4-day week) City's custom test scenarios and provide feedback. From the test scenarios City and Advanced will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Approval of updated Functional Discovery document

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Generic Test Scenarios and test scripts used by other customers (customer approved)
- Review and feedback on City customized test scenarios
- 1-week onsite test scenario development assistance and testing workshop
- Discuss and define workflow process/setup and access rights per user/job description within CIS V4

City:

City will deliver as part of this phase:

- Documented initial To- Be business processes.
- Participation by testing team in Test Scenario Development and Testing Workshop
- Customization of Generic Test Scenarios
- Mapping of test scenarios to functional requirements, as required

- Updates to Rates Testing Matrix

Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of the Functional Test phase, a full data conversion using a fresh data extract will be performed to exercise the data conversion process. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during Functional Testing will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into Issues Tracking Tool by City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Conversion updated per the updated Data Conversion Plan
- Configuration updated by Advanced per the updated Functional Discovery document
- Functional test scripts customized by City
- Rates testing matrix completed/updated by the City
- City Documented Initial To-Be Business processes
- City mapping of test script to functional requirements
- Testing Workshop complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review

- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 85 of configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date
- Discussion and resolution for 38,000 plus active customers and 12,000 active billed accounts – performance issues, time frame to bill active accounts, etc.

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- Execution of customized test scripts, including rates testing, with anomalies reported in Issues Tracking Tool
- Testing of conversion. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Documented To-Be Business processes (for start of ITC)
- Commencement by City of configuration of Client/City Owned Control Forms

Interface Development and Configuration

All interfaces per Section 2 will be completed by Advanced and delivered at the beginning of ITC 1.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of the Interface Status Review Workshop
- Specification/BRD Sign off by City for all interfaces

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Application of new build, as required, at the start of ITC
- Updates to CIS configuration per approved specifications

City:

City will deliver as part of this phase:

- Completion of Implementation of Payment Processor solution (Paymentus), two weeks prior to start of ITC 1

Integration Testing (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modification. It includes testing of all end to end processes including include Monthly, Quarterly and Year End processes for the City and all Control Forms including Client Owned Control forms (service orders, actions, letter generation, security, admin). ITC will utilize test scripts/cases customized by City to confirm that the data conversion and business processes are functioning as expected.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of ITC1, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during ITC1 will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City.

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

ITC1 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- City approved ITC Test Plan
- Completion of testing of all applicable functional modules by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- Testing by City of conversion items and anomalies reported in Issues Tracking Tool
- Rates Testing completed by City and any anomalies reported in Issues Tracking Tool
- Client/City Owned Control Forms 60% complete which must include Service Order Types, Service Order Completion Codes, critical GO Live Form letters, basic Actions. Security configuration requirements need to be defined for all user groups.
- Existing interfaces delivered by Advanced per the approved specifications/BRDs
- “To Be” Business Processes documented and approved by City
- End to End test Scripts customized by City, with feedback from Advanced
- Updates to existing custom reports, if required, delivered by Advanced
- Updates to Bill Print, Notices and Receipts, if required, delivered by Advanced
- Updates Forms letters, if required, delivered by City
- Completion by Advanced of Infinity.Mobile and Infinity.Link Enterprise configuration

ITC1 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 80% of critical path conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date, unless otherwise mutually agreed by Advanced and City
- Review of setup and connection of all API's for 3rd party products. training on process/maintenance if necessary, to City ITT– Example: Paymentus
-
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms 80% complete
- Infinity.Link Enterprise configuration/GUI 80% complete
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Updates to documented To-Be Business processes
- Performance Testing

ITC2 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- End to end testing by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful Testing of 80% of Client Owned Control Forms
- Infinity.Link Enterprise configuration/GUI complete and ready for Testing in ITC2
- Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link Enterprise

ITC2 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 90% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date, unless otherwise mutually agreed by Advanced and City
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms complete
- Infinity.Link Enterprise configuration/GUI complete
- Infinity.Link Enterprise testing complete and any anomalies reported in Issues Tracking Tool
- Infinity.Mobile Issues complete, and any anomalies reported in Issues Tracking Tool
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Retesting of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Performance Testing

User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. UAT seeks to replicate daily operations to validate the system is ready for use. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that determine the Go live date.

Advanced will coordinate with City to select the integration test scripts that will be used during UAT.

A mock go live will also be conducted to ensure that all go live activities have been defined and estimates identified for the time and resources required to perform the work. The mock go live is staged in a similar manner as the pre-go live steps and procedures including a full data conversion and validation.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Successful resolution of 95% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 95% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Approved To- Be Business Processes

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Mock GO Live (during regular business hours)
- Go/No Go
- Data Conversion Refresh, Data Validation Report and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of Build(s), as required
- Resolution of all reported critical path conversion and configuration issues

City:

City will deliver as part of this phase:

- Data Extract and Validation
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up updates
- Execution of customized test scripts and related activities per the Test plan
- Documentation of test results
- Defects reported in the Issues Tracking tool
- Re-testing as required of fixes of reported defects
- Configuration/Validation sign off

End User Training

As part of the Training Plan, Advanced will work with City to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes, schedule, and the Advanced and City staff attendance needs. The Training Plan will be reviewed and updated to include roles and responsibilities of Advanced and City staff.

Advanced will provide on-site End User training to ensure City resources secure a working knowledge of their specific areas of the CIS System. City Core Team will support Advanced in the delivery of End User Training, specifically as it relates to To-Be Business process changes.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will provide standard training workbooks. Customization of End User training material is the responsibility of the City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of Integration Testing

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Training Plan, with City input
- Four (4) weeks of onsite, Advanced lead, End User classroom training
- Software installation, configuration, maintenance, and training to City ITT
- Environment creation, refresh from Production to Test, and training to City ITT
- Software upgrade/enhancements and training to City ITT via customer portal
- Software backup setup and training to City ITT

City:

City will deliver as part of this phase:

- Input into Training Plan
- Participation in End User Training per the Training Plan
- To-Be Business Process Training
- Customization of end user training material, if required

Go Live – Cut Over

The Advanced and the City PM will jointly update the Cut-Over Plan prior to Go-live in preparation for a final transition to live. This plan will detail the steps and responsibilities for Advanced and City to transition the CIS System to City production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps, responsibilities and timing of when data extract is obtained, and data conversion refresh is returned
- Ordered steps, responsibilities and timing to ensure balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release initiated by Advanced and signed by City that documents that the system has been handed to City in full balance
- Contingency Roll back plan

City will review with Advanced the Go/No-Go criteria established at UAT. These criteria shall be used to determine whether or not to proceed to GO Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City shall issue formal authorization to proceed with the Cut-Over Plan to production.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- System in readiness state for all critical path items
- End User training is complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the City
- Participate in GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the City

- Completion of Advanced Cutover tasks as outlined in the Cut Over Plan
- Data Conversion Refresh and Validation Report
- AR Balancing Report, Year and month active confirmation, Transaction Codes Report and Rates Report
- Onsite support during cutover, including but not limited to additional training/knowledge on day to day business processes at City
- Close out plan that defines criteria for closing the project

City:

City will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the Advanced
- Notify internal and external stakeholders (customers, employees etc.) of cut over to new system and any operational disruptions per the Communication Plan
- Lead GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the Advanced
- Completion of City Cutover tasks as outlined in the Cut Over Plan
- Data Extract and Validation
- Technical staff available Go Live weekend
- Core Team and user's participation in Go Live weekend, to complete Cut Over tasks, validate system balancing and perform system catch up work halted

Post Go Live

Advanced will assist City throughout the two (2) month post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Go Live

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Two (2) months on site and remote transition period to assist with functional issues that may arise
- Achievement of project close-out Plan
- Transition Meeting with Support

City:

City will deliver as part of this phase:

- Support team comprised of Core Team members and IT staff to respond to end user issues and log incidents in the issue tracking tool
- Provide re-training of end user, if required
- Participate in Support transition call

- Timely testing of corrections to outstanding issues (5 days)
- Project close out approval

Fees and Payment Milestones

	Description	Hours	Cost (Exclusive of Taxes)
Amendment Additional Services Fees	Project Management	820	$155,800
	Business Process Review (Discovery)	200	$38,000
	Data Conversion	340	$64,600
	Configuration & Interfaces	480	$91,200
	Training	340	$64,600
	Infinity.Link Enterprise and Mobile	385	$73,150
	Testing Support	1530	$290,700
	Reports	70	$13,300
	Amendment Additional Service Fees	**4165**	**$791,350**
Remaining Amounts from Initial SOW	Go Live		$31,875
	Post Live		$40,800
	Retainage		30,725
	Total Remaining Amounts for Initial SOW		**103,400**
	TOTAL Services to Complete SOW		**$894,750**
Estimated Travel Related Expenses Billed as Incurred	Additional Trips per Amendment	50 trips	$125,000
	Remaining Travel Budget per Original SOW	11 trips	$28,652
	Total Estimated Travel	**62 trips**	**$153,652**
	Total Services + Estimated Expenses		**$1,048,402**

Year 1 maintenance for Infinity.Link Enterprise will be $20,000

Service Payment Milestones

City will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP1	Project Management Month 1	$ 10,015
MP2	Project Management Month 2	$ 10,015
MP3	Project Management Month 3	$ 10,015
MP4	Project Management Month 4	$ 10,015
MP5	Project Management Month 5	$ 10,015
MP6	Project Management Month 6	$ 10,015
MP7	Project Management Month 7	$ 10,015
MP8	Project Management Month 8	$ 10,015
MP9	Project Management Month 9	$ 10,015
MP10	Project Management Month 10	$ 10,015
MP11	Project Management Month 11	$ 10,015
MP12	Project Management Month 12	$ 10,015
MP13	Project Management Month 13	$ 10,015
MP14	Project Management Month 14	$ 10,015
MP15	Re- Installation/Update of CIS Infinity Sign off	$ 20,520
MP16	Delivery of Business Process Review Workshop	$ 23,940
MP17	Updated Functional Discovery Document Signoff	$ 2,052
MP18	Delivery of Data Conversion Workshop	$ 17,442
MP19	Updated Data Conversion Plan Sign off	$ 3,489
MP20	Delivery of Interface Discovery Workshop	$ 6,840
MP21	Delivery BRDs for New Interfaces (not in Original SOW)	$ 2,052

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP22	Delivery Updated Specifications - Existing Interfaces (Original SOW)	$ 4,104
MP23	Delivery of Reports, Bills, Notices, Receipts Discovery Workshop	$ 1,368
MP24	Delivery of Updated Reports Matrix	$ 4,788
MP25	Initial Conversion Rollout	$ 20,349
MP26	Initial Configuration Rollout	$ 34,884
MP27	Completion of Core Team Training Week 1	$ 10,175
MP28	Completion of Core Team Training Week 2	$ 10,175
MP29	Completion of Core Team Training Week 3	$ 10,175
MP30	Completion of Core Team Training Week 4	$ 10,175
MP31	Completion of Testing & Script Review Workshop	$ 5,814
MP32	Data Refresh # 2 Load (Functional Testing)	$ 5,814
MP33	Completion of Functional Testing	$ 20,520
MP34	On the Job Learning - Functional Testing	$ 52,326
MP35	Delivery of Custom CIS Infinity Reports	$ 7,182
MP36	Data Refresh # 3 Load (ITC #1)	$ 5,814
MP37	On the Job Learning - ITC1 Testing	$ 52,326
MP38	Completion of Integration Testing Cycle 1	$ 39,245
MP39	Data Refresh # 4 Load (ITC #2)	$ 2,907
MP40	On the Job Learning - ITC2 Testing	$ 39,245
MP41	Completion of Integration Testing Cycle 2	$ 39,245
MP42	Data Refresh # 5 Load (UAT)	$ 2,326
MP43	On the Job Learning - UAT Testing	$ 19,623
MP44	Completion of User Acceptance Testing	$ 19,623
MP45	Delivery of End User Training - Week 2	$ 5,814

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP46	Delivery of End User Training - Week 4	$ 5,814
MP47	Infinity.Link Enterprise Workshop	$ 12,826
MP48	Installation of Infinity.Link Enterprise	$ 12,826
MP49	Infinity.Link Enterprise Discovery Document Signoff	$ 5,130
MP50	Infinity.Link Enterprise Initial Rollout	$ 20,520
MP51	Infinity.Mobile Workshop	$ 3,635
MP52	Installation/Update of Infinity.Mobile	$ 10,902
MP57	**Retainage (10% of Milestones)**	$ 79,135
	Total Additional Professional Services	**$ 791,350**

Reference	**Milestone Outstanding from Original SOW – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).**	Invoice Amount (Exclusive of Taxes)
MP53	Data Conversion for Go Live	$ 6,375
MP54	Go Live	$ 25,500
MP55	Post Live Support Month 1	$ 20,400
MP56	Post Live Support Month 2	$ 20,400
MP58	Final Acceptance - Original SOW	$ 30,725
	Outstanding Professional Services from Original SOW	**$ 103,400**

Tyler Munis General Ledger

Purpose: All financial general ledger transactions created from Advanced by various processes (billing, cash receipts etc.) will be exported to Tyler Munis Financial System in order to be posted to the City's General Ledger.
Special Logic: Transactions for each batch are summarized by General Ledger account number.Selection is by batch. The debits and credits are summarized by account number. All the cash records are summarized into one line by batch number with default description of 'UCIS Pmt' Munis import process requires a txt file. The general ledger account number is based upon the City's old Chart of Accounts (COA). The old general ledger number requires the use of a cross reference file to map to the new COA created in Munis. Advanced will be configured using new COA. The file will be based on following file specification:

Tyler Munis Field	Beg Col	End Col	Length	UCIS Field
Reference 2	1	8	8	Document Number
Reference 3	9	10	2	Document Type
Effective Date MM/DD/YYYY	11	20	10	GL Date
Signed Amount(no decimals)	21	35	15	Amount
				Explanation Default descriptions: DirDebit Bank Dep UCIS Bill Paymentus LockBoxE LockBox Canc/Rebil Fin Chg(C) MARS Bal Transf Pmt Transf
Additional Description	36	45	10	
Cross Reference Account	46	57	12	Account
Comment	58	65	8	Batch Number

Tyler Munis Refund

Purpose: A refund file will be created of all accounts that have final billed and have a credit balance. This file will be imported to Tyler Munis invoice module for Accounts Payable to generate check.
Special Logic: The vendor number will be an option that the users can enter based upon One time Pay vendor processing in Tyler Munis . Selection by batch. The department field will be hardcoded to '550' for Public Utilities Department. Munis import process requires a txt file. The file will be based on the following file specification:

Tyler field	Begin At	Ends At	Value
Hdr Row Type	1	1	'H'
Hdr Vendor Number	2	7	user defined
Hdr Dept	8	10	550
Hdr Invoice Number	11	30	
Hdr Invoice Date	31	40	Format MM/DD/CCYY
Hdr Invoice Due Date	41	50	Format MM/DD/CCYY
Hdr Invoice Total	51	63	Format (no decimals
Hdr Invoice Description	64	93	Default 'UTILITY REFUND/batch#'
Dtl Row Type	94	94	'D'
Dtl Invoice Number	95	114	
Dtl Vendor Number	115	120	user defined
Dtl Line Sequence	121	122	
Dtl Description	123	152	Default 'Utility Refund/batch#
Dtl Amount	153	165	
Dtl Cross Reference	166	178	
Vdr Row Type	179	179	'V'
Vdr Vendor Number	180	185	user defined
Vdr Name One	186	220	
Vdr Address One	221	250	
Vdr Address Two	251	280	
Vdr City	281	290	
Vdr State	291	292	
Vdr Zip	293	297	

Paymentus Payments

Purpose: Paymentus is currently used by City customers with the quick pay option and/or the customer portal. The customer portal has functionality for customers to print bill, and setup email statement processing. Paymentus Agent Dashboard is also used by customer service representative to take payments over the phone or in person using credit card or e-check payments.

Special Logic: The City currently imports a customer information file (CIF) to Paymentus, Postal Pros imports bill print pdf file to Paymentus , Paymentus exports 3 daily payment posting files to UCIS. The City will require that all improved functionality including API's be implemented. Paymentus is configured to use Wells Fargo First Data for merchant services processing.

Customer Information File Specifications:
Paymentus maintains facilities to import account and customer data from an external system in a batch file format. The default file format follows a Comma Separated Value (CSV) layout as follows:

Parameter Name	Required	Length	Description	UCIS File.Data Item
Account Number	Yes	Char(32)	Account Number	F1902.NCDOCO
Invoice Number	No	Char(32)	Invoice Number	Blank
Amount Due	Yes	Number (12,2)	Amount Due	F1902.NCCURR + F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7+F1902.NCFTR+F1902.NCNAGE +F1902.NCFTR
Amount Past Due	No	Number(12,2)	Amount to be shown to the user if past due	F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7
Due Date	Yes	Date mmddyyyy	Due Date	F1902.NCLBLD + 25
Authentication token1	Cond	Char(32)	If configured, user must enter matching authentication token in addition to account number to make a payment	Blank
Authentication token2	No	Char(32)	Additional authentication token	Blank
Authentication token3	No	Char(32)	Additional authentication token	Blank
Segment	No	Char(8)	CONSUMER|BUSINESS, default is CONSUMER	Blank
First Name	No	Char(64)	First name or Business contact First Name	Default

Parameter Name	Required	Length	Description	UCIS File.Data Item
Middle Name	No	Char(512)	Middle Name or Business Name	Blank
Last Name	No	Char(64)	Last Name or Business contact Last Name	F0101.ABALPH
Email	No	Char(256)		F0111.WWREM1
Day Phone	No	Number(10)	Daytime contact number	F0115. WPAR1 F0115.WPPH1
Day Ext	No	Number(10)	Daytime contact number extension	0
Evening Phone	No	Number(10)	Evening contact number	F0115. WPAR1 F0115.WPPH1
Evening Ext	No	Number(10)	Evening contact number extension	0
Address Line 1	No	Char(128)	Address line 1	F1901.NBSTNB + F1901.NBSTNM + F1901.NBDRPR
Address Line 2	No	Char(128)	Address line 2	Blank
City	No	Char(32)		F1901.NBCTY1
State/Province	No	Char(2)	State/Province abbreviation	F1901.NBADDS
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	F1901.NBADDZ
Country	No	Char(2)	Default client specific country	F1901.NBCTR
Paper suppressed	No	Boolean(1)	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	Skip column
Days past due	No	Number(2)	Number of days account is past due	0
Min Amount	No	Number(12,2)	Minimum amount to be paid, if not supplied client configured global value is used	Default from processing option
Max Amount	No	Number(12,2)	Maximum amount to be paid, if not supplied client configured global value is used	0
Max Posting Date	No	Date mmddyyyy	Client dependent additional date to be shown to user	0

Parameter Name	Required	Length	Description	UCIS File.Data Item
Max Posting Date2	No	Date mmddyyyy	Client dependent additional date to be shown to user	0
Web Channel Block	No	Boolean(1)	Y/N if payments on the web should be blocked for this account	Blank
AD Channel Block	No	Boolean(1)	Y/N if agent assisted payments should be blocked for this account	Blank

Payment Posting File

The default file format follows a Comma Separated Value (CSV) layout as follows, first line is Header Field Names, and text values are in double quotes:

Column Name	Required	Length	Description	UCIS File.Data Item
Confirmation Number	Yes	Number(12)	Payment reference number	
Payment Amount	Yes	Number (12,2)	Payment amount	
Convenience Fee	No	Number(12,2)	Convenience fee amount if applicable	
Total Amount	Yes	Number(12,2)	Total amount paid	
Merchant Fee	No	Number(12,2)	Merchant fee if configured	
Processing Fee	No	Number(12,2)	Processing fee if configured	
Payment type	Yes	Char(32)	Paymentus assigned payment type code	
Account Number	Yes	Char(32)	Customer account number	
Customer First Name	No	Char(64)	First name or Business contact First Name if configured	
Middle Name	No	Char(512)	Middle Name or Business Name if configured	
Last Name	No	Char(64)	Last Name or Business contact Last Name if configured	
Address	No	Char(128)	Address	
City	No	Char(32)		
State/Province	No	Char(2)	State/Province abbreviation	
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	

Column Name	Required	Length	Description	UCIS File.Data Item
Payment Date	Yes	Date MM/dd/yyyy HH:mm	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	
Payment Method Type	Yes	String(32)	VISA|MC|DISC|AMEX|VISA_DEBIT|MC_DEBIT|SAV|CHQ as configured for Client	
Payment Method	Yes	String(32)	Masked payment method with last 4 digits in clear	
Origin	Yes	String(32)	Paymentus configured origin code	
Channel	Yes	String(32)	Paymentus configured channel code	
Originator	Yes	String(32)	Payment originator|user|login	
Status	Yes	String(32)	Payment status code	
Status description	Yes	String(32)	Payment status description	
Notification status	No	String(32)	Status of the corresponding payment notification if configured	

Postal Pros Bill PDF Print File

Customer Email Bill File Specifications:

Account Number
Customer Email
First Name
Last Name
Date Suppressed

Paymentus IVR

Purpose: The City will use Paymentus IVR to schedule call out for delinquent accounts, 2-day notice, and high consumption notifications.

Special Logic: The City will use Paymentus IVR to call out for delinquent accounts and customers will have the option to make a payment using Paymentus, 2-day notice and customer will have option to pay past due amount, and high consumption notification.

Delinquent Call Out File Specifications

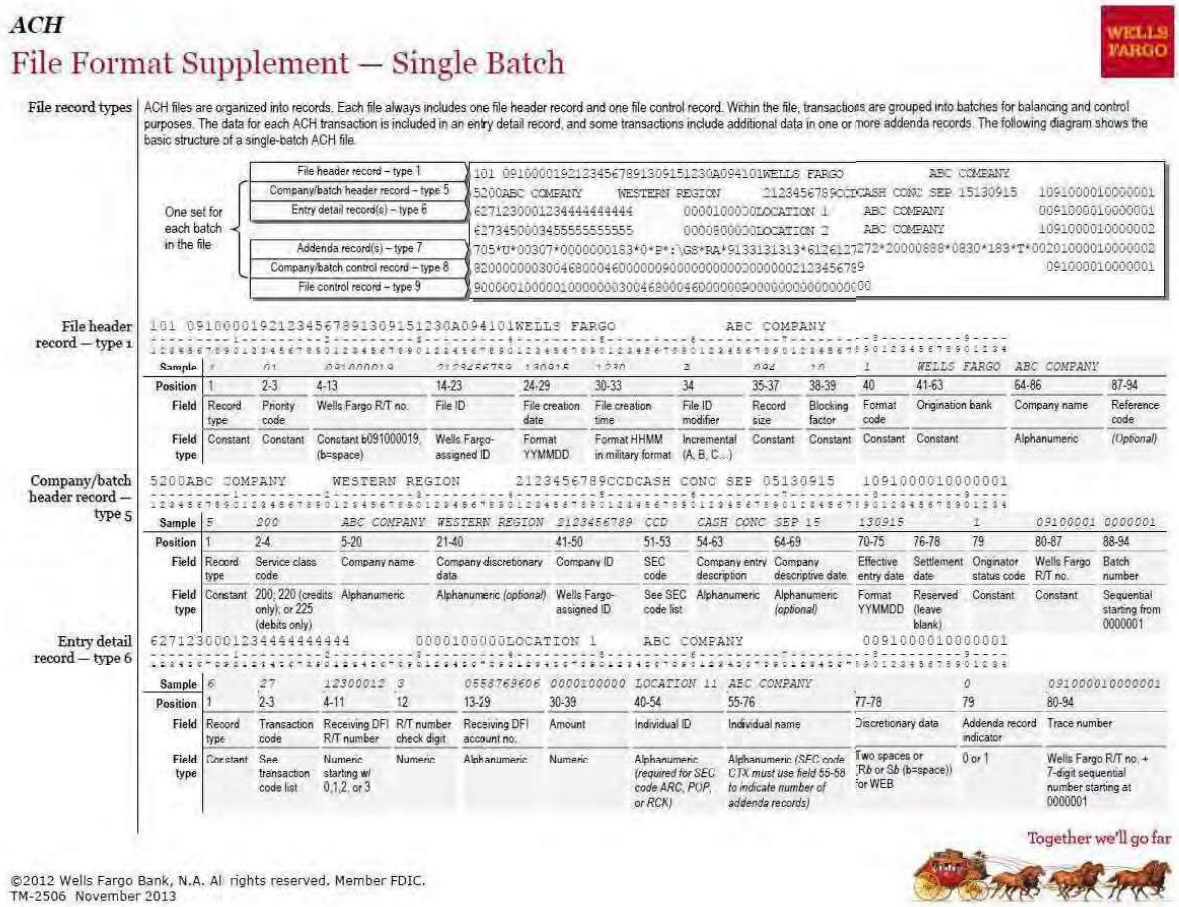
Field
Name
Phone Number
Customer Number
Account Number
Current Amount Due
Past Due Amount
Collection Level
Account Type

Wells Fargo Direct Debit

Purpose: The City sends an ACH direct debit payment file for all customers that have signed up for automatic payments.

Special Logic: ACH is run 3 times a month. Customers can sign up to have their bills automatically paid on the 5, 15, and 25th. There is maximum withdrawal amount that is defined by customer. The ACH file is based upon NACHA standards.

Direct Debit File Specifications



ACH

File Format Supplement — Single Batch

WELLS FARGO

File record types

ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a single-batch ACH file.

One set for each batch in the file:

File header record – type 1	101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY
Company/batch header record – type 5	5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 15130915 1091000010000001
Entry detail record(s) – type 6	627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001
	627345000345555555555 0000800000LOCATION 2 ABC COMPANY 1091000010000002
Addenda record(s) – type 7	705*U*00307*0000000183*0*P*:\GS*RA*9133131313*612612727 2*20000888*0830*183*T*00201000010000002
Company/batch control record – type 8	820000000300468000460000090000000000000000212345678 9 091000010000001
File control record – type 9	900000100000100000003004680004600000090000000000000000

File header record — type 1

101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY

Sample	1	01	091000019	2123456789	130915	1230	A	094	10	1	WELLS FARGO	ABC COMPANY	
Position	1	2-3	4-13	14-23	24-29	30-33	34	35-37	38-39	40	41-63	64-86	87-94
Field	Record type	Priority code	Wells Fargo R/T no.	File ID	File creation date	File creation time	File ID modifier	Record size	Blocking factor	Format code	Origination bank	Company name	Reference code
Field type	Constant	Constant	Constant b091000019 (b=space)	Wells Fargo-assigned ID	Format YYMMDD	Format HHMM in military format	Incremental (A, B, C...)	Constant	Constant	Constant	Constant	Alphanumeric	*(Optional)*

Company/batch header record — type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05130915 1091000010000001

Sample	5	200	ABC COMPANY	WESTERN REGION	2123456789	CCD	CASH CONC	SEP 15	130915		1	09100001	0000001
Position	1	2-4	5-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79	80-87	88-94
Field	Record type	Service class code	Company name	Company discretionary data	Company ID	SEC code	Company entry description	Company descriptive date	Effective entry date	Settlement date	Originator status code	Wells Fargo R/T no.	Batch number
Field type	Constant	200; 220 (credits only); or 225 (debits only)	Alphanumeric	Alphanumeric *(optional)*	Wells Fargo-assigned ID	See SEC code list	Alphanumeric	Alphanumeric *(optional)*	Format YYMMDD	Reserved (leave blank)	Constant	Constant	Sequential starting from 0000001

Entry detail record — type 6

627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001

Sample	6	27	12300012	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric *(required for SEC code ARC, POP, or RCK)*	Alphanumeric *(SEC code CTX must use field 55-58 to indicate number of addenda records)*	Two spaces or *RB* or *SB* (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001

Together we'll go far

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TM-2506 November 2013

Addenda record — type 7

```
705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	7	05	*U*00307*...*T*002010	0001	0000002
Position	1	2-3	4-83	84-87	88-94
Field	Record type	Addenda type code	Payment-related information	Addenda sequence number	Entry detail sequence number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric	Sequential number beginning with 0001; Resets to 0001 for the beginning of each type 5 record	Numeric

Company/batch control record — type 8

```
8200000003004680004600000090000000000000000002123456789                    091000010000001
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	8	200	000003	0046800046	000000900000	000000000000	2123456789			09100001	0000001
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

```
9000002000001000000040046800046000000900000000000200000
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	9	000002	000001	00000004	0046800046	000000900000	000000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric *(optional)*	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

Standard Entry Class codes	
PPD	Prearranged payment and deposit entries
CCD	Corporate credit or debit
CTX	Corporate trade exchange

Transaction codes for checking accounts	
22	Credit
23	Prenote credit
27	Debit
28	Prenote debit

Transaction codes for savings accounts	
32	Credit
33	Prenote credit
37	Debit
38	Prenote debit

Wells Fargo Lockbox

Purpose: The City receives a lockbox payment file from Wells Fargo for those customers that have mailed their payment thru the payment envelope provided by the City in the bill.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments.. A custom program will create a pending receipts batch file to be posted to the customers accounts.

LockBox File Specifications

Field	Begin	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	26

Wells Fargo LockboxE

Purpose: The City receives a LockboxE file from Wells Fargo for those customers that have paid their bill thru Wells Fargo electronic payment process.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments. A custom program will create a pending receipts batch file to be posted to the customers' accounts.

LockBoxE File Specifications

Field	Beg	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	25
Name	26	41

MARS Payment File

Purpose: The City logs on to the MARS website for payments that customers have made thru their online bank payment website.

Special Logic: These payments are currently being entered manually. The file specification below was created and tested in previous project. The City will automatically download a txt file from SFTP server A custom program will create a pending receipts batch file to be posted to the customers' accounts.

MARS File Specifications

Field
Name
Address1
Address2
City
State
Zip
Phone
Account
Payment Amount
Merchant Name
Merchant Address
Merchant City
Merchant State
Merchant Zip

Virtuoso Collection File Record Layout

Purpose: Closed accounts with balances older than 60 day are sent to Virtuoso Collection Agency.

Special Logic:

1. Select records where open amount owed is in date range of specified begin date and the current date.
2. Include open amount greater than specified limit.
3. Verify that account is closed.
4. Headings are required in the file.
5. Customer Name is in double quotes.
6. Date format MM/DD/CCYY
7. Decimal point is included in Total_Due

Virtuoso File Specifications:

Record Type	Length
Heading	269
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Acct_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Addr
ADR1	16	144	159	Mailing_Addr
ADR2	16	160	175	Mailing_Addr2
ADR3	16	176	191	Mailing_Addr3
ADR4	16	192	207	Mailing_Addr4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone#
PH2	8	232	239	Phone#2
PHN1	6	240	245	Cell#
PHN2	6	246	251	Work#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Santa Fe County Lien File

Purpose: The City may file a lien for past due accounts greater than $100.00. A lien is filed for each utility on the account past due. The liens are filed with The Santa Fe County Clerk's Office.

Special Logic: Santa Fe County Clerk will record up to 25 liens in one process. Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years. The report is formatted based upon requirements from the County Clerk. The City charges customers $30.00 for each lien on the account (ie. refuse, sewer, water.). A letter is generated notifying the customer a lien has been placed.
Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years.

Lien File Report Format

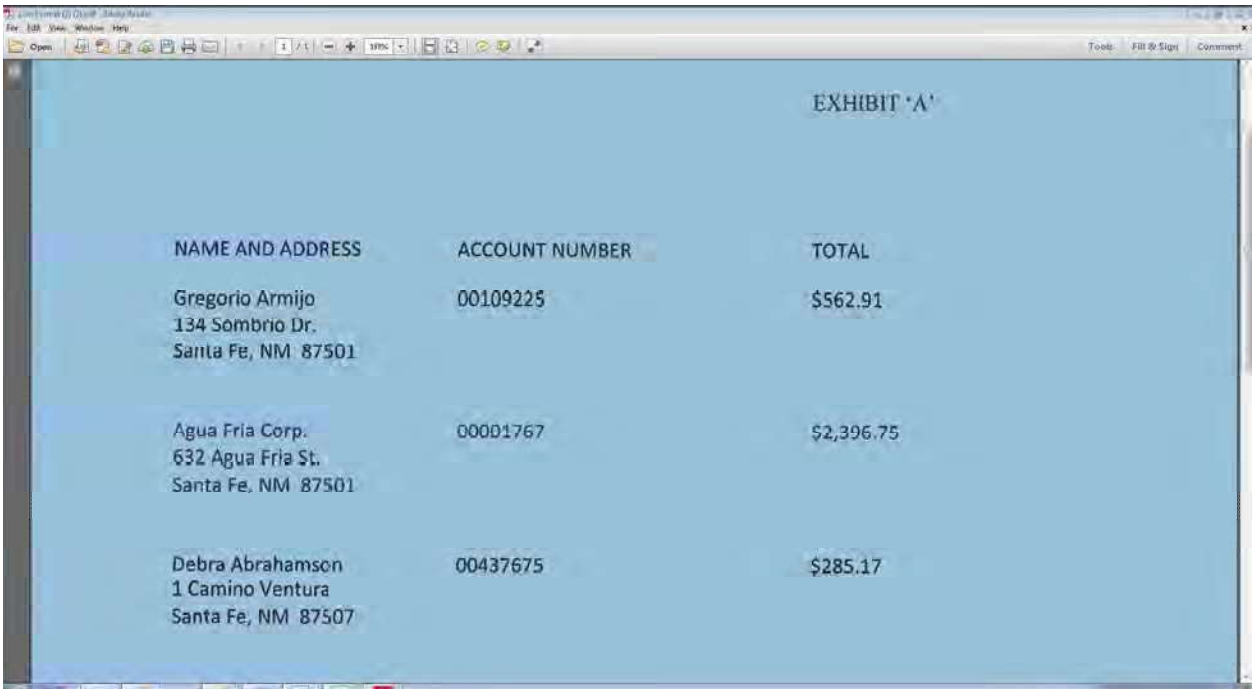

EXHIBIT 'A'

NAME AND ADDRESS	ACCOUNT NUMBER	TOTAL
Gregorio Armijo 134 Sombrio Dr. Santa Fe, NM 87501	00109225	$562.91
Agua Fria Corp. 632 Agua Fria St. Santa Fe, NM 87501	00001767	$2,396.75
Debra Abrahamson 1 Camino Ventura Santa Fe, NM 87507	00437675	$285.17

Lien Letter File

Record Type	Length
Heading	360
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Beacon Provisioning Process

Purpose: Beacon AMI solutions requires that all meters and accounts be uploaded to Beacon prior to meter reading export process. The reads are brought in based upon route and cycle. This interface will use Beacon API to update Beacon database with account and meter etc inforation.

Special Logic:

Program to populate Beacon water meter provisions formatted file

1. Dream Writer Version selection only using Meter Type = 'WTR' and 'WTC' and 'WTF', select specific meter route(s) and read cycle(s), Item Number(s) (F1905.NUMB), Service Address(s) (F1905.SAID).
2. Select records when unit number is greater than 100,000,000 to indicate valid endpoint.
3. Select records where Meter Type is equal to 'Y'.
4. Select records where meter connection ending effective date is the most recent even if it is a closed connection date or '999999'.
5. Determine High/Low Reads – Get the last consumption from the Meter Readings file when Estimated Read (F1930.MTES) is not '1' and not 'Y' and Status (F1930.MRST) is not 'C'. High Read equals previous consumption multiplied by .20 then added to the consumption. Low Read equals last consumption. When no last consumption record is found the High/Low Read values are zero.
6. Write to report, when last consumption is greater than calculated high consumption or last consumption is zero and previous consumption is zero.

Beacon Provisions File Specifications:

* File keyed/sorted by Read Cycle (RDCY) and Meter Route (MRTE)

Field Name	Field Description	Size	Formatting	UCIS File Mapping
Q1DOCO	Account_ID	32 A		F1903.DOCO
Q1FNAM	Account_First_Name	32 A		Blank
Q1LNAM	Account_Last_Name	32 A		Blank
Q1ALPH	Account_Full_Name	64 A		F0101.ALPH
Q1EMAL	Account_Email	28 A		Blank
Q1APHN	Account_Phone	16 A		Blank
Q1BAL1	Billing_Address_Line1	64 A		Blank
Q1BAL2	Billing_Address_Line2	64 A		Blank
Q1BCTY	Billing_City	64 A		Blank
Q1BSTA	Billing_State	2 A		Blank
Q1BZIP	Billing_Zip	9 A		Blank
Q1BCTR	Billing_Country	2 A		Blank
Q1SAID	Location_ID	40 A		F1905.SAID
Q1LCNA	Location_Name	64 A		Blank

Q1LAL1	Location_Address_Line1	64 A		F1901.STNB+ F1+901.STNM+ F1901.DRPR
Q1LAL2	Location_Address_Line2	64 A		Blank
Q1CTY1	Location_City	64 A		F1901.CTY1
Q1ADDS	Location_State	2 A		F1901.ADDS
Q1ADDZ	Location_Zip	9 A		F1901.ADDZ
Q1LCTR	Location_Country	2 A		Blank
Q1BLK1	Location_Latitude	15 A		F1901.BLK1
Q1LOTA	Location_Longitude	15 A		F1901.LOTA
Q1MPOS	Service_Point_ID	40 A		F1905.MPOS
Q1SPTY	Service_Point_Type	1 A		'W'
Q1RDCY	Service_Point_Cycle	12 A		F1905.RDCY
Q1MRTE	Service_Point_Route	12 A		F1905.MRTE
Q1SPCD	Service_Point_Class_Code	12 A		F1902.UCLT
Q1SPCN	Service_Point_Class_Code_Normalized	24 A		Blank
Q1SPLT	Service_Point_Latitude	15 A		F1901.BLK1
Q1SPLG	Service_Point_Longitude	15 A		F1901.LOTA
Q1NUMB	Meter_ID	24 A		F1905.NUMB
Q1ASID	Meter_SN	64 A		F1201.ASID
Q1MMNU	Meter_Manufacturer	32 A		"Badger Meter"
Q1MMDL	Meter_Model	20 A		F1201.FA1 to get description from UDC 12/F1. F0005.DL01 the first 10 characters
Q1MSIZ	Meter_Size	10 A		F1201.FA2 to get description from UDC 12/F2. F0005.DL01 the first 5 characters
Q1MIDT	Meter_Install_Date	10 A	MM/DD/CCYY	F1905.IND
Q1MIRD	Meter_Install_Start_Date	9 A		Blank

Q1MRDT	Meter_Removal_Date	10 A		Blank
Q1MRED	Meter_Removal_End_Reead	9 A		Blank
Q1SADT	SA_Start_Date	10 A	MM/DD/CCYY	F1905.IND
Q1SAED	SA_End_Date	10 A		Blank
Q1APID	Endpoint_SN	20 A		F1201.APID
Q1EPTY	Endpoint_Type	1 A		“J”
Q1RGNM	Register_Number	1 A		Blank
Q1RUOM	Register_Unit_Of_Measure	12 A		“GAL”
Q1RRES	Register_Resoluton	6 A		F1201.FA3
Q1BUOM	Billing_Unit_Of_Measure	12 A		“GAL”
Q1BRES	Billing_Resolution	6 A		100
Q1BOFF	Billing_Offset	3 A		Blank
Q1EIDT	Endpoint_Install_Date	10 A	MM/DD/CCYY	F1201.RMK or F1905.IND if F1201.RMK is blank
Q1ERDT	Endpoint_Removal_Date	10 A		Blank
Q1MSEQ	Read_Sequence	6 A		F1905.MSEQ
Q1ALCD	Alert_Code	2 A		Blank
Q1HRLT	High_Read_Limit	9 A		F1930.CNSM / Program logic #5
Q1LRLT	Low_Read_Limit	9 A		F1930.CNSM

Beacon Meter Reading Import/Export Process

Purpose: Beacon AMI solution requires an import of routes and customer account information which will allow for meter reads to be downloaded to billing system. The reads are brought in based upon route and cycle.

Special Logic: The BEACON Web Services API consists of different APIs: BEACON Data Exchange Import API and BEACON Export Data Service API v1 and v2. The documentation explains how to authenticate and get access to the API endpoints, how to create requests to the various API methods and how to interpret the results of API responses.
By calling various BEACON features through code, you can extend the system and create customized reports and other extensions to achieve specific requirements.

. Click this link to Beacon help page that includes information on Beacon API functionality.

Postal Pros Bill Print File

Purpose: The billing process creates a flat file of accounts that were billed.

Special Logic: The file has data for current month consumption, previous month consumption, and same time last year consumption in graph form.

Bill Print File Specification:

Header Record Format

From	To	Field	Description	Comments
1	2	$TYHDR	Record Format Type	'HD'
3	5	$HSEQ#	Sequence #	Sequential #
6	15	$ACCT#	Account #	
16	25	$AN8##	Address Number	
26	35	$DDATE	Net Due Date	99/99/99
36	56	$AMTDU	Amount Due	
57	77	$SCANL	Scan Line	
78	107	$PAYMS	Pay Name	
108	147	$ADD01	Address Line 1	Address Line 1
148	187	$ADD02	Address Line 2	Address Line 2
188	227	$ADD03	Address Line 3	Address Line 3
228	267	$ADD04	Address Line 4	Address Line 4
268	307	$ADD05	Address Line 5	Address Line 5
308	347	$ADD06	Address Line 6	Address Line 6
348	357	$INVDT	Invoice Date	Bill Date
358	372	$INVAT	Bill Amount	Current Bill Amount
373	387	$DDEFA	Default Amount	DPA Default Amount
388	392	$BLTY	Bill Type and Bill Format Code	
393	396	$DVRT	Divert Code	
397	397	$PSTD	Past Due Flag	
398	398	$AGGF	Aggregation Indicator	
399	408	$BPST	Bill Period Start Date	
409	418	$BPED	Bill Period End Date	99/99/99
419	427	$BLKS	Blanks	
428	442	$ADD09	Energy Assistance (Cancel Bill) Amount	
443	467	$TLADJ	Total Adjustments	
468	488	$OBALF	Balance Forward	

From	To	Field	Description	Comments
489	509	$LPAYA	Last Payment Amount	
510	519	$LPAYD	Last Payment Date	99/99/99
520	534	$DPABL	DPA Balance	
535	549	$DPAPD	DPA Payment Due	99/99/99

Email Line Record Format

From	To	Field	Description	Comments
1	2	$TYEML	Record Format Type	'EM'
3	5	$ESEQ#	Sequence #	Sequential #
6	25	$EAACT	Account #	
26	28	$ECDE3	Email Statement	'EST' 'PAY'
29	200	$EEML	Email Address	

Service Address Record Format

From	To	Field	Description	Comments
1	2	$TYSAD	Record Format Type	'SA'
3	5	$SSEQ#	Sequence #	Sequential #
6	25	$SAACT	Service Agreement Account ID	Account Number with the billing cycle code (BLCY) concatenated 1 space after the account number.
26	65	$SADDR	Service Address Information	
66	75	$SASAD	Service Address Number	

Message Line Record Format

From	To	Field	Description	Comments
1	2	$TYMSG	Record Format Type	'MS'
3	5	$MSEQ#	Sequence #	Sequential #
6	25	$MAACT	Account #	
26	200	$MSGLN	Message	

Non-Water Meter Record Format

From	To	Field	Description	Comments
1	2	$TYNWT	Record Format Type	'NW'
3	5	$NSEQ#	Sequence #	Sequential #
6	25	$NAACT	Account #	
26	28	$NMPOS	Meter Position	
29	58	$NSTYP	Service Type	
59	88	$NSDSC	Service Description	
89	109	$NAMT	Total Amount	

Water Meter Reads Record Format

From	To	Field	Description	Comments
1	2	$TYWTR	Type	'WT'
3	5	$WSEQ#	Sequence #	Sequential #
6	25	$WAACT	Account #	
26	28	$WMPOS	Meter Position	
29	35	$WCRED	Current Meter Reading	
36	42	$WPRED	Prior Meter Reading	
43	52	$WCRDT	Current Read Date	99/99/99
53	62	$WPRDT	Prior Read Date	99/99/99
63	83	$WCNSM	Billable Units – Consumption	
84	103	$WCRTY	Current Meter Reading Type	
104	123	$WRPTY	Prior Meter Reading Type	
124	133	$WNUMB	Item Number	
134	143	$WDAYS	Number of Days in Bill Period	

Graph Record Format

From	To	Field	Description	Comments
1	2	$TYGRP	Type	'GR'
3	5	$GSEQ#	Sequence #	Sequential #
6	25	$GAACT	Account #	
26	28	$GMPOS	Meter Position	
29	38	$GCRDT	Current Read Date	99/99/99
39	45	$GCRRD	Current Read	
46	66	$GCRCN	Current Consumption	
67	76	$GLTDT	Last Month Read Date	99/99/99
77	83	$GLTRD	Last Month Read	
84	104	$GLTCN	Last Month Consumption	
105	114	$G12DT	12 Months Ago Read Date	99/99/99
115	121	$G12RD	12 Months Ago Read	
122	128	$G12CN	12 Months Ago Consumption	

Trailer Record Format

From	To	Field	Description	Comments
1	2	$TYTLR	Record Format Type	'TR'

From	To	Field	Description	Comments
3	5	$TSEQ#	Sequence #	Sequential #
6	15	$TTCNT	Total Record Count	Total line count.

Postal Pros Letter Files

Purpose: The City currently send data file to postal pros to print continuous consumption letters, final bill letters, and lien letters. This is the same layout as the Lien output file. Same with Virtuoso letter . The 2 day notice letter is done by the city.

Special Logic: The Final bill letter is send to customer when the account has final billed and is 30 days past due. If the account has not been paid 30 days after the final bill letter. The account is sent to Virtuoso for Collections action.

Final Bill Letter File

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

ESRI ARC GIS

Purpose: The City will have ability to use ARC GIS to for information on service address location and meter information that is currently housed in City's GIS. This should functionality integrated in Advanced CIS.

Special Logic: This should functionality integrated in Advanced CIS.

GIS /Service Address Verification and Validation

1. **Purpose**: The purpose of this interface is to keep the addresses in CIS and GIS in sync. The addresses will be created in GIS. Advanced will use an API to do a real time call to GIS to validate address If the address is not in the GIS file , there is a warning message or approval process before user can proceed.

   Special Logic:

Meter Inventory Import

Purpose: This import will create a meter asset record in Advanced CIS based upon meter purchased for inventory.

Special Logic: Meters are purchased in large quantities. Each meter has an assigned endpoint. The meter and endpoint inventory information will be provided in an excel spreadsheet.

Meter Inventory File Specification:
Meter Number
Endpoint Number
Meter Size
Resolution
Meter Model
Purchase Order Number
Purchase Date

User Input and Default Values:
Default description of '5/8" M25 Badger Water Meter'
Default company of '5300'
Default parent number of '9999999'
Default business unit of '52363'
User input for date acquired
Default equipment status of 'In Inventory'
Default account number '5300.121370'
Default item quantity of '1'
Default location code of 'SDCWTD'
User input for purchase order# in remark field
User input for start date
Default flag for residential water billing ('WTR')
Default code for 6 Dials
Default code for 'Public Works'
Default code for 'M25'
Default code for 5/8" meter size
Default .01 for meter resolution
Default code for 'Beacon' meter type
Default code for Unit of Measure '100'
Default code for 'Transfer Meter' label
Default '52209.57055' for Original Cost Account
Default code for Equipment Class 'Utility Systems'
Default code for Accounting Class 'Equipment & Machinery'

Sample Excel Spreadsheet:

216 ▪ 5/8" BADGER M▪25 METERS US GALLONS w/ ENDPOINTS / PO#18194864, 01/31/2019.														
CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #
150768	150768	110491228		150818	150818	110491198		150868	150868	110497909		150918	150918	110493379
150769	150769	110491180		150819	150819	110491185		150869	150869	110497530		150919	150919	110491275
150770	150770	110493369		150820	150820	110492709		150870	150870	110501079		150920	150920	110975504
150771	150771	110491282		150821	150821	110491215		150871	150871	110501179		150921	150921	110491268
150772	150772	110491317		150822	150822	110491204		150872	150872	110501075		150922	150922	110491305
150773	150773	110491272		150823	150823	110491186		150873	150873	110497544		150923	150923	110491153
150774	150774	110491196		150824	150824	110491314		150874	150874	110499149		150924	150924	110491205
150775	150775	110491191		150825	150825	110491325		150875	150875	110495602		150925	150925	110491304
150776	150776	110493498		150826	150826	110489901		150876	150876	110501112		150926	150926	110491320
150777	150777	110491242		150827	150827	110490060		150877	150877	110497461		150927	150927	110491224
150778	150778	110491286		150828	150828	110490025		150878	150878	110497620		150928	150928	110491219
150779	150779	110491258		150829	150829	110491207		150879	150879	110497795		150929	150929	110491309
150780	150780	110491189		150830	150830	110491070		150880	150880	110499125		150930	150930	110489722

Winter Average

Purpose: The city has some unique billing requirements for sewer. All residential accounts are billed variable sewer based upon 3 month winter average for reads in December, January and February.

Special Logic: The winter average process totals consumption per service address within the three month date range (December, January, February)
- skips reads that are canceled
- skips reads where consumption is zero and read type is a 'turn on' or 'turn off' or read source is a 'work order read'
- totals all valid reads per month
- if the total for a specific month is less than the minimum of 1000 and not zero then the minimum is the consumption for the month
- if total for all months is greater than zero then divide consumption by the number of months that any valid read was found
- if the total for all months is zero then the minimum (1.0) is the average consumption

**there could be multiple meter positions per service address so all the consumption are included in the average calculation for the service address

Low Income Credit

Purpose: The City offers an annual and quarterly Low Income Credit (LIC) for customers that apply and income is within 150% of federal poverty guidelines. The annual credit automatically credits back residential refuse charges, sewer charges, and water service charges. Customers are responsible for consumption.

Special Logic: The annual credit setup on the account as a credit bill item table. The quarterly adjustment is processed as an adjustment that is credited in total the first month of the adjustment.

COD Billing Calculation

Purpose: Chemical on Demand (COD) is used to test grease in oil traps used by restaurants using the attached complex calculation.

Special Logic:

COD Calculation:
Average consumption * COD = SUM
SUM * % of water use = SUM
SUM * per lb of COD = SUM
SUM * convert factor = SUM
SUM * Tax = Total COD Amount

- Average consumption is a calculated amount based on water consumption for commercial accounts
- COD is a retrieved value from RSCOD file by order number
- % of water use is a user defined value (code = WU /090)
- per lb of COD is a user defined value (code = LB/039)
- convert factor is a user defined value (code = CF/834)
- Tax is a user defined value (code = TAX/105)

Exhibit B – Link Enterprise

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o Username o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Registration token (Meter Number, Zip, SSN, etc.) o Google reCAPTCHA v2 o Accept Terms & Conditions Verification email template. Online account welcome email template.
<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter account number and Registration token (Meter Number, Zip, SSN, etc.) Email template with username reminder.
<u>Login:</u> Login page for customers to access the portal.	Online form for customers to enter username and password for site login. Links to: o registration o reset password o forgot access code o contact us Quick/One-time Pay option that will link to Paymentus one-time payment page.

	Messaging for site features and various corporate programs.
<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Past Due Alert o Account number o Service address o Customer name o Account balances o Total Balance o Current Balance o Past Due o Payment plan o Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance o View current bill button o Pay bill button o Pre-authorized payment messaging if applicable **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history Left Carousel showing carousel slides specific to CDM activities and programs. Right Carousel showing carousel slides specific to CDM activities and programs Rate this page comments and star ratings

<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with the PCI compliant payment portal provider (Paymentus). Notifications to customers for new bills, payment reminders and late payments also managed by payment portal provider (Paymentus).	Show a listing of bills available online for the current account. o Bill listing will be retrieved from AUS Infinity CIS. o Bill image PDFs will be retrieved from AUS Infinity CIS **My Electronic Bills** section listing details can include: o View Bill Button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o Pre-authorized payment enrolment messaging if applicable o Pay My Bill Button with SSO link to Paymentus landing page. o Auto Pay Button with SSO link to Paymentus landing page. o Paperless Button with SSO link to Paymentus landing page.
<u>Payment Activity:</u> Show account payment history showing debit and credit activity with the ability to download details in spreadsheet format.	Show a listing of charges and payments for the current account. o Payment history will be retrieved from AUS CIS. **Your Payment Details** section can include: o Payment Date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Billed Consumption (Non-Smart Meter) Usage:</u> Show billed consumption (non-smart meter) reading details for Water services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to Water based on the customer profile. o Usage history will be retrieved from AUS Infinity CIS. **Usage Report Subscription** button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. *<u>NOTE</u>: Usage Report Subscriptions are dependent on a water usage nightly extract file implementation* **My Events** section includes: o Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Interactive Chart** section can include: o Dropdown select list of meters attached to the current account.

	○ Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost (if available) and billing period. ○ Consumption bar charts showing monthly reads and temperature overlays – average temperature, humidity and precipitation. **Consumption Details** table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Usage history will be retrieved from CIS Infinity. **Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount (if available) or Value inquiries where Amount presents the usage in dollar amounts and Value presents the usage in Electric and Water values. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with weather overlays	Usage history will be retrieved from CIS Infinity. **Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where Usage presents consumption in units of measure. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity and precipitation.
<u>Compare Usage in My Area:</u> Show customers how their Water usage compares to their previous billing period and surrounding neighbours with similar account types.	Not in Scope

Service Requests: Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of CIS Infinity service requests for the current account that are available for online viewing. ○ Service request history will be retrieved from CIS Infinity. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
My Profile: Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator **Account Access List** section can include: ○ Add account – Account Number and Registration token (Meter Number, Last Payment, SSN, etc.) ○ Favourite account selector/indicator ○ Account Number ○ Nickname ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ *NOTE: Subscriptions are dependent on a water usage nightly extract file implementation*
Profile – Guest Access: Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number

	○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** ○ New Customer Application ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request

Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	Santa Fe to setup a server connected to the Internet. Santa Fe will provide remote access to this server to AUS for the duration of the project where AUS can install and configure the solution as required.	Santa Fe
	Install/Configure App Server	AUS to install and configure the Application Server.	AUS
	Install & Configure Web Server	AUS to install and configure the HTTP Server software.	AUS
	Install & Configure Web Server Plugin	AUS to install and configure the Web Server plugin software.	AUS
	Install & Configure Database	AUS to install and configure Database software and load Link Enterprise database.	AUS
	Link Enterprise Folders	AUS to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	AUS
	Email Server Availability	Santa Fe to provide access to an email server so that Link Enterprise can send email notifications to customers in the public domain. Needs to relay messages as required.	Santa Fe

Configure Link Enterprise

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	Santa Fe to determine what information will be required by customers to register new web accounts.	Santa Fe
	Customer service/support emails and notification lists	Santa Fe to provide a list of customer service or support emails that will get notified for site issues.	Santa Fe
	Customize content for portal pages:	Santa Fe to review content text and provide updates to AUS team to apply to the site.	Santa Fe / AUS
	Account Master (ACCMST) Integration	AUS integration points for customer account and service details using CIS Infinity RESTful APIs.	AUS
	Payment History (PAYHIST) Integration	AUS integration points for customer transaction history (debit & credit) details using CIS Infinity RESTful APIs.	AUS
	Water Consumption (WATCONSUM) Integration	AUS integration points for customer Water consumption details using AUS Web Service APIs.	AUS
	WATCONSUM Data Extract	AUS to populate Water consumption information (Subscription Reporting) based on documentation provided by AUS. AUS to configure and test CIS data extracts.	AUS
	Portal User Profile (USRMST) Integration	AUS integration points for portal user profile updates using CIS Infinity RESTful APIs.	AUS
	E-Bill History (BILLMST) Integration	AUS integration points for customer bill history details using CIS Infinity RESTful APIs.	AUS
	E-Bill Image Presentment	AUS integration points for customer bill PDF web presentment using CIS Infinity RESTful APIs.	AUS
	E-Bill Notification	Managed by Paymentus	Paymentus
	Online Payment Integration	AUS integration points for customer online payment using Paymentus Web Service APIs.	AUS
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe

	SSL Certificate for site	AUS to generate SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Email template customization	Santa Fe to provide specific layout of email notification templates including: ○ Forgot Password ○ Forgot User Name ○ Registration Request ○ Registration Confirmation ○ Guest Access ○ Subscription Reports	Santa Fe / AUS
	Verify email working	AUS to test email flow and verify receipt.	AUS
	Setup Test Server	AUS to setup a test server environment for ongoing support and upgrade testing.	AUS

Configure Link Enterprise Smart Forms

	Description	Comments	Responsible
Forms & Integration			
	Determine Specific Field Validation Rules	Santa Fe to determine specific validations for mandatory field and account field masks. AUS to configure.	Santa Fe / AUS
	Form Wording	Santa Fe to provide wording for terms and conditions. Santa Fe to provide any field label changes. AUS to implement.	Santa Fe / AUS
	Field Selection	Santa Fe to review form field selections and provide any required changes. AUS to configure.	Santa Fe / AUS
	Site Images and Form Headers	Santa Fe to provide form images and header requirements. AUS to implement.	Santa Fe / AUS

	Confirmation Email Wording	Santa Fe to provide wording and details for the confirmation email. AUS to implement.	Santa Fe / AUS
	Web Service API Availability	AUS and Santa Fe to ensure the appropriate CIS Infinity RESTful APIs are installed and available for testing. AUS integration points for customer account and service details using CIS Infinity RESTful APIs for all applicable forms: ○ New Customer Connection ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request	Santa Fe / AUS / AUS
Host Configuration			
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe
	SSL Certificate for site	AUS to provide SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Verify email working	Sante Fe / AUS to test email flow and verify receipt.	Sante Fe / AUS

Training provided by AUS has several elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

Link Enterprise Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.

- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

AUS Smart Forms Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation and other administrative aspects of the software.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the CSR Dashboard.
- ❑ Usually provided in two 1-hour group training sessions.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N. Harris Advanced Computer

Procurement Title: Upgrade of Billing System
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Nancy Jimenez

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: Emergency Form

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Division Director

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:30 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Mark Warren	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	PHONE (A/C, No, Ext):	1-844-990-2378	FAX (A/C, No):
	EMAIL ADDRESS:	CertificateRequestsCanada@marsh.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:	Chubb Insurance Company of Canada	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CONSTELLATION SOFTWARE INC. AND
N. HARRIS COMPUTER CORPORATION
2429 MILITARY RD. #330, NIAGARA FALLS, NY 14304

COVERAGES **CERTIFICATE NUMBER: 20/21-379** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4342	09/27/2020	09/27/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39	09/27/2020	09/27/2021	PER CLAIM AGGREGATE SIR	$ 5,000,000 $ 5,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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License Details | Tax Districts | Main Menu

License Details

License Type:	Business License - Standard	**District:**	Default	**Applied Date:**	12/04/2020
Period Start Date:	12/07/2020				
Status:	Renewed			**Expiration Date:**	12/07/2021

Business | Locations | Fees | Inspections | Attachments | Contacts | Holds | Classifications | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	ADVANCED UTILITY SYSTEMS	**DBA:**	ADVANCED UTILITY SYSTEMS	**Open Date:**	10/23/2013
Company Type:	Corporation	**Status:**	Active	**Closed Date:**	
District:	Default			**Last Audit Date:**	
Location:	Commercial				
Description:					

nharris draft 2

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
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Agreement completed.
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City of Santa Fe
POWERED BY Adobe Sign

ITEM # 13-1137

CITY OF SANTA FE

Information Technology
Agreement between the City of Santa Fe and N. Harris Computer Corporation
Contract No. 13-1137

THIS Information Technology Agreement ("Agreement") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and N. Harris Computer Corporation, hereinafter referred to as the "Contractor" or "Harris" and collectively referred to as the "Parties". This Agreement is comprised of this Agreement, plus Exhibits "**A**" (Scope of Work/Services), "**B**" (Software License Agreement) an "**C**" (Support and Maintenance Agreement), which are attached hereto and incorporated herein by reference.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et.seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City;

WHEREAS, all terms and conditions of the RFP and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the City.
B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
C. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
D. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to beheld by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
E. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Corrcction. After conferring with City, an Enhancement may be identified as minor or major.
F. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the City's executives.
G. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

relating or causing the enablement of any Intellectual Property developed under this Agreement.

H. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement but will not include any software and all underlying rights therein, which will remain with Contractor and/or the applicable third party.

I. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

J. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

K. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

L. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the implementation of the City's information technology system for utility billing.

M. "Project Manager" shall mean a qualified person from the City responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Peter Ortega or designated representative.

N. "Punch List" means a list of outstanding Services to be completed by the Contractor which has been mutually agreed and documented at or prior to Go Live.

O. "Punch List Acceptance" means the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 business days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor of any deficiencies.

P. "System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in CustomerWise. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via CustomerWise of any deficiencies. The Retainage milestone will be invoiced upon acceptance of all Punch List items in accordance with Articles 3 and 4 herein.

Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A –**

Schedule A, attached hereto and incorporated herein by reference.

B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to **Article 6.**

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. For the purposes of this Agreement, the terms "Software", "License", "License Agreement" and "Release" shall have the definitions given to them in Exhibit "B". The Contractor hereby grants the City the Licenses. All Licenses granted are subject to the terms in the License Agreement and all of the rights, obligations and restrictions detailed therein.

Subject to the specific terms in the License Agreement, the City shall have the right to copy the Software only for the following purposes: archival, disaster recovery, backup and training. All archival, disaster recovery and backup copies of the Software are subject to the provisions of this Agreement. No right to modify the software will be given.

The City shall also be provided with the right to be a beneficiary to an escrow agreement that is more fully described in Exhibit "C", being the Support and Maintenance terms. For so long as the City has paid for support and maintenance services pursuant to the terms of Exhibit "C", it shall have the rights to the escrow in the Software as detailed therein.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, **less retainage as identified in Paragraph D** in accordance with the Payment Schedule B that is attached to Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed $1,033,476 including New Mexico gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall

be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor **shall** be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain fifteen **percent (15%)** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, **less fifteen percent (15%) retainage**.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall, acting reasonably, determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable (each of the following is an "**Acceptable Critera**"):

1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;

2.) Complies with the terms and conditions of Contractor's response to the RFP which is included herein as reference in Exhibit A, Schedule D.
3.) Meets the performance measures for the Deliverable(s) and this Agreement;
4.) Meets or exceeds the generally accepted industry standards and procedures (if in existence) for the Deliverable(s); or
5.) Complies with all the requirements of this Agreement.

In relation to the Deliverable meeting some but not all of the Acceptable Criteria above because there is an inconsistency or conflict between the details of Acceptance amongst the relevant document/definitions, then so long as the Deliverable meets at least the Acceptable Criteria in either 1) or 2), the Deliverable will be deemed to be capable of being Accepted where it meets the Quality Assurance level that complies with the requirements of either 1) or 2).

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

The City of Santa Fe agrees to pay Harris total fees as delineated in Exhibit A Schedule "B". The fee structure and payment schedule is outlined in the attached Exhibit A Schedule "B". During the term of this Agreement, Harris shall, from time to time, deliver invoices to City of Santa Fe. Each invoice delivered to City of Santa Fe by Harris shall be due and payable upon receipt thereof by City of Santa Fe.

Despite anything in an Exhibit or this Agreement to the contrary, the City of Santa Fe shall reimburse Harris for its actual expenses (receipts required or affidavit of lost receipt) which are excluded from the total fees amount described in Exhibit A (including Schedule "B"). Such actual expenses will include (1) actual travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $75.00 per hour and a maximum of 6 hours per employee per one way trip; (3) a per diem rate of $45.00 per day for food in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage; (4) a mileage charge based on the rate set by the New Mexico Department of Finance and Administration (which is the IRS rate on January 1st of the previous fiscal year) per mile; and (5) all other actual (receipts required) reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in this Agreement. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY AND THE CONTRACTOR, WHICHEVER OCCURS LAST. Except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, this IT Agreement, including all extensions and renewals, shall terminate four (4) years from the date approved by the City Council, as evidenced by the City Clerk's signature on this Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

A. General. For convenience by either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

B. Appropriations. By the City, if required by changes in State, City or federal law, or because of court order, or because of insufficient appropriations made available by the City, United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1.) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City - the City acknowledges that all Intellectual Property rights (including Know How and inventions) in the Software and any other software provided/created during the term of this Agreement shall remain with Contractor and is subject to the License Agreement;
2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4.) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5.) Agree that the City is not liable for any costs arising out of termination for default and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement where this Agreement is terminated pursuant to Article 6 B;
6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
7.) be paid for all Services actually performed prior to the notice of termination at the Contractor's rates as specified herein and for all non-refundable fees and associated employee costs related to the redeployment of such personnel up to the effective date of termination where this Agreement is terminated pursuant to Article 6 A, subject to City's receipt of a Payment Invoice.

8.) In the event this Agreement is terminated for any reason prior to the Completion of Services such that the Software is not able to be used in a production environment, then the License granted pursuant to the License Agreement shall expire except to the extent that City requires a copy of the Software for archival purposes and disaster recovery purposes, if applicable.

9.) In the event this Agreement is terminated for any reason following the Completion of Services and/or in a situation where the Software can be used in a production environment, then the License granted to City in accordance with the License Agreement shall continue and not be affected by such termination and the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, the Documentation as detailed in the License Agrement. At the request of the Project Manager, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement to the extent that Contractor is required to do so either under the terms of this Agreement or the License Agreement. Contractor and City agree that the functionality Accepted up to the date of the notice of termination is the only functionality that is warranted by Contractor pursuant to the License Agreement and the Contractor is not required to meet any other Deliverable milestone.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall 1) Subject to the terms in Article 7 A 1), retain ownership of all work products and documentation created pursuant to this Agreement; and 2) In addition to the requirements listed in Article 7 A, pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 –INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, employees from all actions, proceedings, 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service (but not the actual Software, for which the only indemnity is provided for in the License Agreement, and the use of the phrase "product or service" throughout this Agreement shall have this meaning) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law with the understanding that the Contractor shall have sole control over the conduct of and settlement of the claim subject to Contractor keeping City informed of and aware of pleadings, defenses, settlement negotiations and court appearances;
3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim but Contractor shall not settle any claim that prejudices the City of any rights provided for in this Agreement without the City's prior written consent; and
4) Contractor is not required to disclose any information to City that may, in Contractor's reasonable opinion, waive any attorney/client privilege to which such information may be subject.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1.) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2.) Replace or modify the product or service so that it becomes non-infringing; or
3.) Accept the return of the product or service and refund an amount equal to the value

of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor taking into account a five (5) year amortization of the applicable product or service used by the City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor expressly warrants the Software in the License Agreement. This warranty is not in addition to the warranties in the License Agreement but is provided solely for information purposes.

B. Software. The Contractor warrants that the Deliverables (but not the Software associated with the Deliverables, which is subject only to the warranties in the License Agreement), once complete, have been created in a manner consistent with this Agreement and the related Exhibits and comply with Contractor's officially published specifications, if any. Contractor shall correct and revise any Deliverable that do not meet this warranty, as necessary, during the testing of the Deliverables.

C. Other. Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Harris shall have no liability under this Article 11 if the City of Santa Fe has modified the Software in any manner without the prior written consent of Harris. The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Executive Sponsor – Terry Ridyard

Project Manager – Dante Fabiello

DBA – John Yu

Application Consultant – Mike Osovetsky

Conversion Specialist – Ehsan Ahmad

Technical Lead – Michael Stammers

Trainer – Therese Martinez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all

personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. Any costs associated with replacing Contractor's personnel, including training and/or integrating personnel into the project, will be the sole responsibility of the Contractor.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. The Change Order Process detailed in section 4.2 of Exhibit A shall apply to this Agreement.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City and the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, subject to any applicable limitation

of liability.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement 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. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

For the purposes of this Article, the following shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities are governed by the Agreement plus the provisions of this Article 18 and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

A. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d)

DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

C. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE 19 – ASSIGNMENT

The 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 this Agreement's approval authorities, except that Contractor shall be able to assign this Agreement to any affiliate with proper notice provided to City subject to the affiliate agreeing to be bound by all of the terms of this Agreement and there being no resultant personnel changes.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement 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. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. The confidentiality provisions as detailed in Section 7.2 of Exhibit A shall also apply to this Agreement. .Otherwise, in relation to the Software, the confidentiality provisions of the License Agreement shall apply thereto.

ARTICLE 23 –CONFLICT OF INTEREST

The 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 or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Where City intends to conduct such an audit at Contractor's facilities, the following shall apply: Such rights shall be limited to only once in every six month period, upon two weeks' notice and only to those parts of Contractor's facilities with such information, during Contractor's regular business hours.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid

provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The parties agree that the License Agreement is a separate agreement enforceable on its own terms.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

Peter Ortega
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30– GENERAL PROVISIONS

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

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor pertaining to equal employment opportunity. In accordance with all such laws of the, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. 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 Agreement may be terminated by the City.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement 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 Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Confidentiality, Liability and Warranties shall survive the expiration or termination of this Agreement. The License Agreement and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars,

insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

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

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous

Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen

Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK
e cmtg 11-13-13

APPROVED AS TO FORM:

per telephone conversation
GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/20/13
MARCOS A. TAPIA,
FINANCE DIRECTOR
52201 . 570850
Business Unit/Line Item

City of Santa Fe
Scope of Work

For the Implementation of CIS Infinity

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Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, including Infinity.Link and Infinity.Mobile, by Harris' Advanced Utility Systems ("Advanced"), to City of Santa Fe ("City of Santa Fe"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by City of Santa Fe. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by City of Santa Fe.

Background

City of Santa Fe has made the decision to replace its legacy customer information system. The current utility billing system, JDE Utility Customer Information System, will be replaced with a new CIS that is consistent with existing and planned customer service business processes and technology. City of Santa Fe currently manages customer account data through a custom application running on an iSeries Power 5 OS 5.4 platform.

Objectives

City of Santa Fe will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Cashiering and Payments Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Order Management
- Usage Management

CIS Infinity is intended to address the following City of Santa Fe objectives:

- **To provide exceptional levels of customer service.** The need for City of Santa Fe to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of City of Santa Fe.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements.

CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting City of Santa Fe's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Points of Contact

Primary Point of Contact (POC) - City of Santa Fe

Name:	Peter Ortega
Title:	Utility Billing Division Director
Organization:	City of Santa Fe
Address:	801 W. San Mateo, Santa Fe, NM 87504
Phone:	(505) 955-4364
Email:	paortega@santafenm.gov
Website:	www.santafenm.gov

Project Scope

The scope of this effort is to provide services to City of Santa Fe to assist in the transformation of a new customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Mobile, Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Definitions

Name	Definition
Modification	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

On Site Project Facilities

City of Santa Fe will provide desk space for the Advanced team members while on-site at City of Santa Fe. City of Santa Fe will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN. City of Santa Fe will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

City of Santa Fe shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

Subtask 1.1 – Deliverables

Subtask 1.1 Deliverables	• Draft Project Schedule • Communication Plan • Change Order Process • Change Management Plan • Test Plan • Training Plan • Risk Management Plan

Subtask 1.2 – Status Reports

Advanced will have weekly meetings with the City of Santa Fe team to discuss work in progress, issues, actions, etc. Advanced will provide a weekly status report documenting these exchanges. Advanced will also provide a monthly and quarterly summary of project progress, including significant issues resolved and significant issues raised.

Invoices will be issued as per the fee structure and service payment milestones in Schedule 1.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Team Meeting • Weekly Status Report • Monthly Invoice • Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe and Advanced. The quarterly sponsor review meeting will review

progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties. The dates for these meeting will be determined by both City of Santa Fe and Advanced PMs.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – CIS Infinity Interfaces and Software Modifications

This task covers the development and configuration of CIS Infinity interfaces to existing City of Santa Fe systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet the City of Santa Fe's CIS needs. All development work completed by Advanced will be communicated, in advance, to the City of Santa Fe Project Manager so that the City of Santa Fe Project Manager has visibility to all Advanced interface development work.

Advanced will document the status of development, whether conducted by City of Santa Fe or Advanced, in the weekly status reports.

Subtask 2.1 – Modified Interfaces

The following group of interfaces will require development efforts from Advanced, and potentially City of Santa Fe staff or a third party vendor, to support the specific interface requirements. Advanced will analyze, specify, develop, Q/A, and deploy the following group of interfaces required by the City of Santa Fe under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Modification Discovery process. Advanced will create detailed combined **Functional/Technical Specifications** for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – ESRI GIS Interface

The CITY requires a two-way interface between CIS Infinity and CITY GIS system which utilizes ESRI ArcGIS products. This two-way interface will provide access to GIS information from CIS Infinity, and provide CIS Infinity data for presentation in the GIS system.

Using dynamic hyperlink functionality users of CIS Infinity will be able to access GIS information related to a specific service address. Any data element (or combination of data elements), such as GPS coordinates or premise number on the Main Customer/Account Inquiry, can be linked to the GIS application. Clicking on a linked data element will call a Web page created by CITY displaying GIS information specific to the linked data element.

Using web services, SQL views, or a batch export file, the CITY can retrieve data from CIS Infinity for presentation in the GIS application.

Subtask 2.1.2 – JD Edwards Enterprise One Fixed Asset Interface

The CITY requires a one-way batch file interface to export meter information from CIS Infinity to the JD Edwards Enterprise One fixed asset module.

The Fixed Asset interface will export in batch a text file containing summarized meter information for meters that have been entered into the Meter Inventory tables, from CIS Infinity to the Fixed Asset module. The Advanced Interface Manager will transfer pertinent meter information to the Fixed Asset module where they can then be reviewed.

Subtask 2.2 – Configured Interfaces

The following group of interfaces will be configured using CIS Infinity configuration. Information can be exported and imported on a scheduled basis using the Export/Import Processing Form.

Specifications will not be produced for configurable interfaces. These items are not considered core interfaces as they are configured rather than programmed into the system. Configurable interfaces are typically configured using the built-in Advanced Interface Manager configuration tool. Advanced will configure the following interfaces.

Subtask 2.2.1 – Cityworks Works Management

The CITY requires an interface between CIS Infinity and Cityworks, for some service order types which originate in CIS Infinity. CIS Infinity has a real-time API to Cityworks. All information for applicable service orders will be passed from CIS Infinity to Cityworks, where a service request or work order is generated. Upon completion of the service request or work order, information is then sent back to CIS Infinity from Cityworks including the completion date, completion notes, etc. Meter install and exchange information can also be received from Cityworks and processed in CIS Infinity.

This interface can also be used when information in CIS Infinity has changed, such as customer and account information, etc. The changed record is sent to Cityworks upon saving the record within CIS Infinity.

Advanced will utilize the existing CIS Infinity functionality to support the specific requirements of the CITY.

Subtask 2.2.2 – Active Networks Payment Manager

The CITY requires a real-time interface between CIS Infinity and Active Network's Payment Manager central cashiering module. The interface will provide for real-time inquiry of CIS Infinity account information using the CIS Infinity web services API. It will provide the ability to search by name, street address or account number. Once a valid CIS Infinity account is found, then the following information about that customer/account will be retrieved: current balance, total past due amount, cash only comments and collection status.

For payments entered into Payment Manager which pertain to utility billing, the interface will provide for real time creation of pending payments in CIS Infinity via the CIS Infinity web services API. These pending payments can be adjusted or voided as a result of adjustments in Payment Manager based on a unique external reference ID. A schedulable process within CIS Infinity will create payment batches within CIS Infinity based on these payment records.

Subtask 2.2.3 – JD Edwards Enterprise One General Ledger and Accounts Payable

The CITY requires a one-way batch file interface to export general ledger information from CIS Infinity to the JD Edwards Enterprise One general ledger module.

The General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be

processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.

The CITY requires a two-way batch file interface to export/import refund check information between CIS Infinity and the JD Edwards Enterprise One accounts payable module.

The Accounts Payable export interface will export a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.

The Accounts Payable import interface will import a text file containing refund check details (check number, check issue date) into CIS Infinity. The originating refund check transaction records in CIS Infinity will be updated with the check detail information. The refund check import file will use a configurable text file format defined using the AIM.

Subtask 2.2.4 – Datamatic Routestar Reading

The CITY requires a two-way batch file interface between CIS Infinity and Datamatic Route Star AMR meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.5 – Badger Meter Reading

The CITY requires a two-way batch file interface between CIS Infinity and Badger AMR Orion Read Center meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.6 – Selectron IVR

The CITY requires a two-way real-time interface between CIS Infinity and the Selectron IVR for inbound customer calls and a one-way batch interface for outbound customer notification calls.

CIS Infinity will provide customers with a real-time interface into the IVR, allowing customers to hear their utility account balance, check payment history, and make payments to their account, which are then reflected real-time in CIS Infinity. This will be done utilizing the existing Infinity.Teleconnect Web services API and configuring it to meet the specific business requirements of the CITY.

For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers that can be imported and processed by the Selectron IVR. CIS Infinity currently contains functionality to export outbound customer call files using a configurable file format defined using the Advanced Interface Manager.

Subtask 2.2.6 – ACH

The CITY requires a one-way interface to export a file of customers signed up for ACH payments. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards.

Subtask 2.2.7 – Wells Fargo Lockbox Payment

The CITY requires a one-way batch interface to import on a periodic basis Wells Fargo lockbox payment files. CIS Infinity currently supports the importing of payment information, on either an on-demand or scheduled basis, using configurable text file formats defined using the Advanced Interface Manager.

Subtask 2.2.8 – InfoSend Third Party Bill Print

The CITY requires a one-way batch interface to export electronic bill presentment information required by InfoSend to generate customer bills and collection notices. CIS Infinity will generate an electronic bill presentment file using its standard EBP file format.

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Software Modifications

Advanced will analyze, specify, develop, Q/A, and deploy the following modifications required by City of Santa Fe under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery and Specification Phase. Advanced will create detailed combined **Functional/Technical Specifications** for each modification requiring development effort from Advanced's technical staff.

In the event that modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

   Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. **Third Party Payment Processor**

   Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway (HPG). An interface to a non HPG payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum $30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

3. **Loans**

   Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, Advanced must perform a separate scope session to determine if additional programming is required to meet the

specific needs of City of Santa Fe. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet City of Santa Fe requirements.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace City of Santa Fe's current CIS with Advanced's CIS Infinity, Infinity.Link and Infinity.Mobile software. Advanced will implement a phased approach in the lifecycle of this task order as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

Subtask 3.1		
Start	*End*	*Duration*
Week 1	Week 5	4 weeks

The Advanced PM will work with the City of Santa Fe Project Manager and staff to organize project information for the joint preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule, including but not limited to the, Communication Plan, Risk Plan, Change Management Plan, Training Plan and Test Plan
- CIS Infinity server software installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the City of Santa Fe's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Conduct Project Kickoff Meeting • Initial Project Schedule, including but not limited to the, Communication Plan, Risk Management Plan, Change Management Plan, Training Plan and Test Plan • Software Installation, Installation Training and Installation Report • Training Course Syllabus • CustomerWise Overview • Access to the Data Dictionary

	• Access to the Entity Relationship Diagrams • Project Team Contact List • CIS Infinity System Overview • Functional and Data Conversion Discovery agendas delivery and review

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Subtask 3.2		
Start	*End*	*Duration*
Week 10	Week 13	3 weeks

Advanced will review the detailed data and business, requirements of City of Santa Fe. This analysis will provide an association between City of Santa Fe's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system. Prior to beginning both Functional and Data Discovery, Advanced will provide Overview training to the City of Santa Fe's core team.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, City of Santa Fe will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- Sample of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced with City of Santa Fe will identify the necessary City of Santa Fe staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will

be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

1. **Foundation**
   Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.
2. **Customer Information**
   Review of addresses and phone numbers, lookups and address and occupancy types.
3. **Meters and Meter Inventory**
   Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.
4. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
5. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.
6. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.
7. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.
8. **Move in Move Out**
   Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.
9. **Accounting**
   Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.
10. **Service Orders**
    Review of requirements for full service order processing and follow up actions control..

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data**

Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the City of Santa Fe staff needed to attend these workshops two weeks in advance.

Advanced will work with City of Santa Fe to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and City of Santa Fe. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan

Subtask 3.3 – Phase 3 – Interface/Modification Discovery & Specification

Subtask 3.3		
Start	*End*	*Duration*
Week 13	Week 18	6 weeks

Advanced will conduct a remote **Interface/Modification Discovery Analysis Workshop**. Advanced will provide a **Discovery Agenda** and identify necessary City of Santa Fe staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe all interfaces and modifications identified in Task 2, to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any
- Error handling
- Document data mapping from one database to another
- Requirements analysis

Advanced will produce a **Functional Specification Document** and **Technical Specification Document** for review and acceptance by City of Santa Fe.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary

- Process Overview
- Functional/Technical (as appropriate) Modification
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with City of Santa Fe remotely to make any changes to the specifications.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Functional/Technical Specification Document

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

Advanced will conduct a remote **Reports Discovery Workshop** to review City of Santa Fe's CIS Infinity reporting requirements. The discussion will include searches, querying, and a review of CIS Infinity's standard reports.

Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, and cash reports in a Reporting Matrix as identified in Subtask 3.7.

Any required report that does not have a standard report match is considered a custom report and City of Santa Fe will need to provide the logic to complete these reports. A custom report that has not identified as part this SOW will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. This section covers only to reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery

Subtask 3.4.2 – Bill Print Discovery

Advanced will conduct a remote **Bill Print Discovery Workshop**. This workshop will be led by Advanced to review of all bill print types/nctices/receipts.

City of Santa Fe outsources it bill print to a third party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that City of Santa Fe can re-print these documents in house if desired. Advanced will produce a **Bill Print Specification** for review and acceptance by City of Santa Fe.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications

Subtask 3.4.3 – Infinity.Mobile Discovery

Advanced will conduct a remote **Infinity.Mobile Discovery Workshop.** This workshop will be led by Advanced and will review City of Santa Fe's mobile service order requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Mobile workshop, City of Santa Fe will complete the **Infinity.Mobile Checklist** provided by Advanced.

Advanced will create an **Infinity.Mobile Discovery Document** that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity.Mobile Discovery Workshop • Infinity.Mobile Checklist • Infinity.Mobile Discovery Document

Subtask 3.4.4 – Infinity.Link Discovery

Advanced will conduct a remote **Infinity.Link Discovery Workshop**. This workshop will be led by Advanced and will review City of Santa Fe's Infinity.Link customer web requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Link technical workshop, City of Santa Fe will complete the **Infinity.Link Checklist** provided by Advanced.

Advanced will create an **Infinity.Link Discovery Document** that will include the Technical Checklist.

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity.Link Discovery Workshop • Infinity.Link Technical Checklist • Infinity.Link Discovery Document

Subtask 3.5 – Phase 5 – Configuration and Conversion

Subtask 3.5.1 – Initial Configuration and Conversion

Subtask 3.5.1		
Start	*End*	*Duration*
Week 10	Week 16	6 weeks

City of Santa Fe will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert City of Santa Fe's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties existing customers" rates to their accounts. Advanced will develop a conversion routine to reflect the requirements of City of Santa Fe.

Advanced's Conversion Specialist will prepare the **Initial Data Conversion and Configuration** to be delivered and loaded onsite. The results for the **Data Validation** parameters specified in the Data Conversion Plan will be included for review by City of Santa Fe.

Advanced will assist City of Santa Fe in identifying **Baseline Accounts** which are a representative cross section of City of Santa Fe customers (e.g. rates, customer type etc.). The baseline accounts will be used to test both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document. City of Santa Fe will provide results from testing through the Customer Wise tool which tracks all anomalies.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Initial Data Conversion Load • Identification of Baseline Accounts • Data Validation Results • Initial Configuration Rollout

Subtask 3.5.2 – Subsequent Data Refreshes

Advanced will conduct a series of data refreshes (minimum of 5, including Go Live), until the data conversion and configuration are Go Live ready.

Subtask 3.5.2 – Deliverables

Subtask 3.5.2 Deliverables	• Data Refreshes • Data Validations

Subtask 3.6 – Phase 6 – Core Team Training

Subtask 3.6		
Start	*End*	*Duration*
Week 7	Week 17	11 weeks

City of Santa Fe core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting functional testing. CIS Infinity Core Team Training covers all of the major system components. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions. Training will accommodate up to 10 participants.

During training sessions, City of Santa Fe will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in CustomerWise by City of Santa Fe. Advanced will assist City of Santa Fe with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by City of Santa Fe testers or

Advanced testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the City of Santa Fe's Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• CustomerWise Training for software issue entry and tracking • Standard Training Documentation • Completion of onsite Instructor-Led Core Team Training

Subtask 3.7 – Phase 7– Reports Development and Delivery

Subtask 3.7		
Start	*End*	*Duration*
Week 17	Week 18	2 weeks

Reports identified as required by City of Santa Fe in the Reports Discovery phase (Subtask 3.4.1) will be documented by Advanced using a **Reporting Matrix.** The Reporting Matrix will match the CIS Infinity standard report names to each required report. Custom reports are also documented in the Reporting Matrix. A specification/mockup will be created for review and acceptance by City of Santa Fe. Custom reports to be developed and delivered by Advanced, once sign off on specifications has taken place.

Subtask 3.7 – Deliverables

Subtask 3.6 Deliverables	• Reporting Matrix • Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.8 – Phase 8 – Interface/Modification Delivery

Subtask 3.8		
Start	*End*	*Duration*
Week 24	Week 35	12 weeks

Once the interface/modification has been developed by Advanced and successfully compiled, City of Santa Fe will be notified that the interface/modification is ready to be released and applied to the City of Santa Fe test environment through an executable or build. Advanced will roll out the modifications into

the City of Santa Fe test environment remotely. Advanced will ensure that all Advanced development work is put through our QA process.

Subtask 3.8 – Deliverables

Subtask 3.7 Deliverables	• Deployment and Rollout of Modifications and Interfaces over the period of Integration Testing cycles.

Subtask 3.9 – Phase 9 – Software Testing

Subtask 3.9		
Start	*End*	*Duration*
Week 24	Week 50	27 weeks

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe with generic test scripts. Modification of test scripts to match City of Santa Fe's specific business scenarios is the responsibility of City of Santa Fe. From the test scripts City of Santa Fe will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and City of Santa Fe will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into CustomerWise by City of Santa Fe. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and City of Santa Fe staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the City of Santa Fe Project Manager.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans where applicable.

The software testing phase is spilt into the following three test cycles:

1. **Functional Testing**

   Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, City of Santa Fe will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

   Functional Testing is modular and does not test the system end-to-end.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Load • Rates Testing Matrix

2. **Integrated Testing Cycle (ITC)**
   ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

   - ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.
   - ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to City of Santa Fe on how CIS Infinity is configured to meet City of Santa Fe's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. Both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to City of Santa Fe Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• Integration Test Scripts • ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff

3. **User Acceptance Testing (UAT)**
   The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe to select the integration test scripts that will be used during UAT.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off

The Advanced PM will work with City of Santa Fe to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in City of Santa Fe's test environment. Advanced will work with City of Santa Fe to support performance tests.

Subtask 3.10 – Phase 10 – End User Training

Subtask 3.10		
Start	*End*	*Duration*
Week 26	Week 50-	25 weeks

Advanced will provide CIS Infinity End User training to City of Santa Fe to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with City of Santa Fe to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led End User Training • Training Session Sign-off

Subtask 3.11 – Phase 11 – Go/No Go Criteria

Subtask 3.11		
Start	*End*	*Duration*
Week 50	Week 50	1 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and City of Santa Fe to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by City of Santa Fe Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria List • Review, Sign-off and Authorization

Subtask 3.12 – Phase 12 – Transition to Live

Subtask 3.12		
Start	*End*	*Duration*
Week 54	Week 54	1 week

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and City of Santa Fe to transition CIS Infinity to City of Santa Fe production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release that documents that the system has been handed to City of Santa Fe in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe staff.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Cutover Plan • Final Release Data Conversion Load

	• AR Balancing Sign Off • Data Conversion Validation Parameters sign off • Year and month active confirmation • AR summary details Sign Off • Transaction code Sign Off • Rates Sign Off

Subtask 3.13 – Phase 13 – Post Go Live

Subtask 3.13		
Start	*End*	*Duration*
Week 55	Week 64	8 week

Advanced will assist City of Santa Fe throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City of Santa Fe:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Completion of Post Go Live Support • Transition to Support

ITEM # 13-1138

EXHIBIT B TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEE N. HARRIS COMPUTER CORPORATION AND THE CITY OF SANTA FE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the 11th day of November, 2013.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA FE
("City of Santa Fe")

RECITALS

1. Harris owns the Software (as defined below);

2. The City of Santa Fe wishes to acquire a license to utilize the Software

3. Harris wishes to grant the City of Santa Fe a license to utilize the Software.

4. The City of Santa Fe and Harris agree to enter into separate agreements each dealing with a separate aspect of the Software: a Information Technology Agreement, Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I.
INTERPRETATION

Section 1.01 Definitions

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified

Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(c) "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

(d) **"Confidential Information"** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking and subject to the Confidentiality provisions of Article 6.01 herein, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

(e) **"Designated Computer System"** shall mean the City of Santa Fe's platform and operating system environment which is operating the Software.

(f) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.

(g) **"License"** means the license granted to the City of Santa Fe pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.

(h) **"License Agreement"** means this Software License Agreement.

(i) **"Release"** means an Update and an Upgrade.

(j) **"Required Programs"** have the meaning set out in Section 3.03.

(k) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.

(l) **"Software"** means the software products that are listed in Schedule "A" and to which the License applies.

(m) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.

(n) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.

(o) **"User"** means any employee of City of Santa Fe or any of City of Santa Fe's agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

Schedule "A" - Description of Software
Schedule "B" - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II.
SOFTWARE LICENSES

Section 2.01 Grant of Licenses

(a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the City of Santa Fe a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by City of Santa Fe are subject to this License.

(b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by City of Santa Fe for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to City of Santa Fe's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City of Santa Fe agrees that the original copy of all Software furnished by Harris and all copies thereof made by City of Santa Fe are and at all times remain the sole property of Harris.

(c) Any License granted under this License Agreement permits the City of Santa Fe to: (i) use the Software for its municipal and corporate purposes including, but not limited to,

performing testing, disaster recovery, disaster testing, training, archival and backup as the City of Santa Fe deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the City of Santa Fe shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The City of Santa Fe shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(d) The City of Santa Fe may duplicate Documentation, at no additional charge, for the City of Santa Fe's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

(e) The Software is licensed to the City of Santa Fe on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) A Concurrent User License permits the City of Santa Fe to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the City of Santa Fe who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the City of Santa Fe to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City of Santa Fe requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The City of Santa Fe may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

(f) As between Harris and City of Santa Fe, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

(a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, City of Santa Fe shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with City of Santa Fe's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City of Santa Fe shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit City of Santa Fe to do otherwise.

(b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by City of Santa Fe. Any rights not expressly granted herein are reserved. City of Santa Fe may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.04 Ownership of Software and Confidential Information

(a) The City of Santa Fe acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the City of Santa Fe agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

(b) The City of Santa Fe will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the City of Santa Fe is complying with its obligations, City of Santa Fe shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide City of Santa Fe with reasonable notice of any such audit.

Section 2.05 Ownership and Disposition of Documents

(a) The parties agree that no materials or documents are being created for City of Santa Fe by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

(b) Only where the City of Santa Fe requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the City of Santa Fe shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the City of Santa Fe so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

Section 3.01 Warranty of Performance

Harris warrants to the City of Santa Fe that:

(a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City of Santa Fe has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City of Santa Fe's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this License Agreement and to grant to the City of Santa Fe the Licenses and rights conveyed by this License Agreement; and

(c) the Software is an original work of authorship.

Section 3.02 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City of Santa Fe acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the City of Santa Fe or will meet the City of Santa Fe's requirements and satisfy its intended results;

(b) that the operation of the Software will be error free.

Section 3.03 Required Programs

(a) The City of Santa Fe acknowledges that the use of the Software requires that the City of Santa Fe obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City of Santa Fe agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City of Santa Fe is provided with commercially reasonable advance notice.

(b) City of Santa Fe's hardware must also be of sufficient quality, condition and repair, and the City of Santa Fe agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that City of Santa Fe's hardware is not of sufficient quality, condition and repair, Harris shall notify City of Santa Fe in writing of the Hardware deficiencies. City of Santa Fe will strive to remedy any hardware deficiencies within 30 days of notification

Section 3.04 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

(a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where City of Santa Fe has taken any action which is expressly prohibited by the Documentation or this License Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;

(d) City of Santa Fe's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to City of Santa Fe is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or

(e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV.
FEES AND PAYMENTS

Section 4.01 Fees and Payments

(a) The City of Santa Fe agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The City of Santa Fe shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.

(b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement City of Santa Fe shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY

Section 5.01 Remedies and Liability

(a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03~~SECTION 5.03~~, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS LICENSE AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS

BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 5.03 Intellectual Property Indemnity

(a) In the event there is a third party claim against City of Santa Fe alleging that City of Santa Fe's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City of Santa Fe's jurisdiction, Harris shall, at its expense, defend and indemnify City of Santa Fe and pay any final judgment (including all damages awarded against City of Santa Fe) against City of Santa Fe or settlement agreed to by Harris on City of Santa Fe's behalf. This indemnity is only effective where (i) City of Santa Fe has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City of Santa Fe assists and provides information to Harris throughout the action or proceeding, and (iv) City of Santa Fe has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by City of Santa Fe of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City of Santa Fe's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, City of Santa Fe agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City of Santa Fe the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(b) The foregoing states Harris's entire liability, and the City of Santa Fe's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade

secret or other property interest rights relating to the Software, or any part thereof or use thereof.

(c) City of Santa Fe may, at City of Santa Fe's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Section 5.04 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City of Santa Fe for liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI.
GENERAL

Section 6.01 Confidentiality

(a) Duty Owed to the City of Santa Fe -- The Confidentiality Article 6.01 is subject to the requirements and limitations of the New Mexico Inspection of Records Act ("IPRA") and the cases and the Attorney General Opinions and Letters. In the event of a conflict, the City shall comply at all times with IPRA. Harris acknowledges that it may receive information from the City of Santa Fe or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City of Santa Fe or through the fault of the City of Santa Fe, Harris agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this License Agreement;

(iii) not to disclose or release such information;

(iv) not to disclose or release such information to any third person without the prior written consent of the City of Santa Fe, except for authorized employees or agents of Harris; and

(v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the City of Santa Fe.

(b) Duty Owed to Harris -- The parties agree that if the City of Santa Fe breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.02 Termination

(a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

(b) If City of Santa Fe has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03 Procedure on Termination

(a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the City of Santa Fe shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City of Santa Fe, that all copies of the Software or any part thereof, in any form, within the possession or control of the City of Santa Fe have either been returned to Harris or deleted.

(b) If this License Agreement is terminated following the Completion of Services, then the City of Santa Fe may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City of Santa Fe will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City of Santa Fe as set out in Article II.

(c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take in the City of Santa Fe, New Mexico; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.05 Addresses for Notice

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the City of Santa Fe, to:

801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 6.06 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

Section 6.07 Reorganization

The City of Santa Fe acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the City of Santa Fe as of the Effective Date. To the extent that the City of Santa Fe amalgamates, consolidates or undergoes any similar form of corporate Reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City of Santa Fe is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the City of Santa Fe shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City of Santa Fe undergoes a Reorganization involving only other City of Santa Fes that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the City of Santa Fe will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-City of Santa Fe, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.08 Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the License of the Software. The Information Technology Agreement between the City and Harris is a separate Agreement and is binding in its own right and upon their own terms.

Section 6.09 Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 6.10 Governing Law

Section 6.11 This License Agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Santa Fe.

Section 6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 6.13 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

Section 6.14 Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16 Allocation of Risk

City of Santa Fe acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CCmtg 11-13-13

APPROVED AS TO FORM:

for 10/21/13

GENO ZAMORA, CITY ATTORNEY

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License – unlimited users	1
Infinity.Mobile	Site License – unlimited users	1

Required Programs for CIS Infinity Version 3

Application Server Operating System:
Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:
a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

Network: Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

Recommended Workstation Software:

a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
b) NET 4.0 Framework Installed

Optional Workstation Software:

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration
a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the defined local CIS folder of the local workstation they are working from:

- Read
- Write
- Modify

Required Programs for Infinity.Link

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Google Chrome, Apple Safari
b) Any of the above browsers that are available on popular smartphones and tablets

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum $30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required.

Required Programs for Infinity.Mobile

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Apple Safari
b) Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

License Fees

	Description	Quantity	Cost
License Fees	CIS Infinity – Concurrent User License	30	$275,000
	Infinity.Link – Site License	1	$40,000
	Infinity.Mobile – Site License	1	$30,000
	Gross Receipts Tax		$14,094
	Total License Fees		**$289,094**

Payment Schedule

Ref	Milestone	Amount
LP1	On execution of this Agreement (50%)	$144,547
LP2	On completion of final Discovery week (25%)	$72,273
LP3	On initial installation of CIS Infinity using the City of Santa Fe's specific data (25%)	$72,273
	TOTAL	**$289,094**

ITEM # 13-1139

EXHIBIT C TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE CITY OF SANTA FE AND N. HARRIS COMPUTER CORPORATION

SUPPORT AND MAINTENANCE AGREEMENT

RECITALS

1. Harris owns the Software which has been licensed to City pursuant to a Software License Agreement;

2. The City wishes to receive support and maintenance services related to the Software;

3. Harris shall provide the support and maintenance services related to the Software;

4. The City and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").

2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and City.

3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the City will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").

5. In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below, being approximately equal to 25% of the license fees paid. The Support and Maintenance Fee will be billed annually in advance but the initial Support and Maintenance Fee for the initial term is due six (6) months following the date on which this Support and Maintenance Agreement is executed and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the City would like to match the annual invoicing

of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but City shall only be billed once per year subject to the following: the Support and Maintenance Fee shall not increase for the first renewal term but thereafter the Support and Maintenance Fee will only rise by an amount equal to the Consumer Price Index as published by the Bureau of Labor Statistics for the most recent year prior to the date on which Harris provides its notice of the new Support and Maintenance Fee to City for each subsequent renewal term.

6. In addition to the Support and Maintenance Fee, City shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

(a) courier services, photocopying, faxing, long distance phone calls and reproduction services,

all reasonable travel costs including travel time to be capped at 6 hours per trip, $45 per diem meals in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage Act. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

and all other pre-approved by the City in writing expenses incurred in the performance of Harris's duties hereunder.

7. Harris shall supply all Upgrades to City at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of City 's Software support will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.

9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by City .

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew for the first three renewal terms on an annual basis unless the City provides 30 days' notice prior to the end of the initial term and any applicable renewal term. This Support and Maintenance Agreement shall automatically expire following the third renewal term and each renewal term thereafter unless the City provides its 30 days' notice of its intent to renew in writing prior to the anniversary of such date. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. Harris and the City shall have the right to terminate this Support and Maintenance Agreement immediately if:

    (a) Either party attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a City , without complying with the License Agreement; or

    (b) City has not paid an invoice within thirty (30) days of the start of a renewal term that the City has provided a notice of intent to renew.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law, specifically as

required by the New Mexico Inspection of Public Records Act, which Harris and the City agree shall control in the event of a conflict.

17. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City 's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

1. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT DURING THE PRECEDING TWELVE MONTH PERIOD IN WHICH THE CLAIM IS MADE.

2. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates. The liability of each party under this Support and Maintenance Agreement is in relation to the specific services provided for explicitly under this Support and Maintenance and is not in relation to any

services provided under the Information Technology Agreement entered into coincidentally with this Support and Maintenance Agreement.

19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

20. The City may, at City 's option, enter into an escrow arrangement with Harris. Upon the City 's request:

    (i) City shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

21. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such.

22. This Support and Maintenance Agreement may not be assigned by the City or Harris unless, pre-approved in writing by the other party concurrently with any such assignment, and further unless the City assigns its rights under, and complies with the provisions of the License Agreement or where such assignment is permitted in the Information Technology Agreement.

23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Schedule "A"

Escrow Terms

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the City 's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City .

(e) The termination of the Support and Maintenance Agreement shall immediately end the City's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f) This Schedule "A" shall form part of the Support and Maintenance Agreement

only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $68,750 Total

CIS Infinity	$51,250
Infinity.Link	$10,000
Infinity.Mobile	$7,500

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the City .

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Vice President of Operations

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the City 's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

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

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCMtg 11-13-13

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

ITEM # 15-0460

AMENDMENT No. 1 TO THE CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe Information Technology Agreement dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide billing system support and maintenance services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include Exhibit "D –CO#1" and Exhibit "E-CO#2" which is attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of nineteen thousand five hundred dollars ($19,500) plus applicable gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed one

million fifty two thousand nine hundred seventy six dollars ($1,052,976) including NM gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A, D and E.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 6-10-15

CONTRACTOR:

NAME & TITLE (PETER FANOUS, EVP)

Date: May 22/15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/1

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 6-8-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED™
UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 1

Description: Out of Scope Mod – GIS Service Address Verification and Validation CW96100

Exhibit "D"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
(Other)		
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: November 19, 2014

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order is required for the following out of scope modification. As per the Interface Discovery discussion with Virginia, Santa Fe would like to proceed with the development of a Master Address Interface that is outside of the current scope of work.

Change Details

The purpose of this interface is to keep the addresses in CIS and GIS in sync, given the fact that GIS will be Santa Fe's system of reference for service addresses.

The addresses will be created in GIS and then imported in the CIS Address lookup table (CON216). When a new service address (account) is created in CIS, or changes are made to an existing service address, the address is validated against the addresses imported in the Address Lookup table from GIS.

We are estimating the effort to be 40 hours at a rate of $150 per hour = $6000

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
OUT OF SCOPE – GIS Service Address Verification and Validation	40 hours at rate of $150/hour	$6000
Total		$6000

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 2

Description: Out of Scope Modifications – Meter Reading Interface with New Badger AMI System and Beacon System Interaction

Exhibit "E"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: March 23, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

The City of Santa Fe will be implementing a new Badger AMI wireless remote meter reading system which will require the creation of a new interface to CIS Infinity along with data interaction to the new Beacon system. The request is logged via CustomerWise ticket # 102697. This Change Order outlines the details and work effort to create and implement these items.

Change Details

The new Badger AMI wireless remote meter reading system will contain much of the data currently used with the existing Badger meter read file. The City has identified they will be using the format of Badger Plus. This format has been provided to Advanced Utility. The important differences are:

- The inclusion of latitude and longitude references. Currently the City of Santa Fe is not using this functionality within Infinity but will move to using this with the new meter system.
- The functionality of storing longitude and latitude exists within Infinity with no modifications required.
- Other fields required by the new meter reading system – i.e. tamper code, trouble code and read code, are used within the existing the Badger meter reading interface.
- The existing functionality of generating the new Badger interface will be the same as the existing Badger interface.

Additionally, new processes will be configured using existing Advanced Interface Manager (AIM) functionality to interact with the Beacon system.

The first new process to be configured will allow for exporting of key customer/account/meter data elements into a CSV file for consumption by the Beacon system. This process will be configured in such a way to allow for exporting of an entire cycle or one or more books in a particular cycle.

The second new process to be configured will allow for importing of meter change information. This process will read in a CSV file from the Beacon system and process each record to perform a meter change. Specifically:

- Recording (from the file) the meter exchange date and final (removal) read for the old meter
- Adding the new meter to the account including recording the install date and the initial read.

- As part of the Badger meter replacement process, CIS Infinity will provide a data dump to Badger for loading into the Beacon system.
- This data extract will contain the existing Badger customers that need to have the meter replaced.

- The extract will contain the following fields:

Field	FieldType
PMI Unique Identifier	integer
Start Time	datetime
Before Photo	image
Old Meter Number	text
Out Read	integer
Out Read Photo	Image
Old Transmitter	text
Meter Size/Type	text
New Meter	text
New Transmitter	text
Meter Photo	image
Flow Check	Y/N
Area Clean	Y/N
Transmitter Mount	Y/N
Lid Secure	Y/N

GPS	text
Lid Photo	image
Installer	text
Install Notes	text
End Time	datetime

- These fields are available within Infinity and are able to be extracted via existing AIM interface functionality.
- This data will be loaded into the Beacon application and used to identify meters to be changed.
- The Beacon tool will also provide the final reads from the changed meters – these will be loaded into Infinity via the meter exchange interface – standard AIM functionality.
- Using standard Infinity AIM functionality, the meter read loading file will be configured within Infinity for the new Badger meters.
- These specifications have been provided by City of Santa Fe.

The estimate for this work effort is 90 hours at a rate of $150 per hour = $13,500.00.

Payment in full is due upon signing through the existing invoicing procedure.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
New Meter Reading Interface to Badger AMI System	40 hours @ $150/hour	$6,000.00
New Beacon system Interaction with CIS	50 hours @ $150/hour	$7,500.00
Total	90 hours	$13,500.00

* Net of applicable taxes and associated expenses

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor N Harris Computer Corp

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $1,033,476.00

Termination Date: November 13, 2017

☑ Approved by Council Date: November 13, 2013

☐ or by City Manager Date:

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount $ 1033476

Extend Termination Date to: na

☐ Approved by Council Date:

☑ or by City Manager Date: Pending

Amendment is for: Increase comp and scope

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount $ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,052,976

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: November 26, 2013

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

7 **Funding Source:** water ubs **BU/Line Item:** 52201.57085

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # -4271

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Budget available to segregate the amendment - 6/3/15

m

City of Santa Fe, New Mexico

BUSINESS LICENSE

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **ADVANCED UTILITY SYSTEMS**

Location: **LINCOLN AVE**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTY**

Comment:

Control Number: 0063973

License Number: 15-00129788

Issue Date February 05, 2015

Expiration Date December 31, 2015

ADVANCED UTILITY SYSTEMS
10550DEERWOOD PARK BLVD STE700

JACKSONVILLE FL 32256

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
N. HARRIS COMPUTER CORPORATION
1 ANTARES DRIVE, SUITE 400
OTTAWA, ON K2E 8C4

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY **A** Zurich Insurance Company Ltd. *(AM Best rating A+)*

COMPANY **B** Liberty Insurance Corporation *(AM Best rating A)*

COMPANY **C**

COMPANY **D**

COMPANY **E** Zurich American Insurance Company *(AM Best rating A+)*

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.
LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY $1,000,000 LIMIT, ADVERTISING LIABILITY $1,000,000 LIMIT TENANT'S LEGAL LIABILITY $1,000,000 LIMIT, MEDICAL EXPENSES $25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2014/09/27	2015/09/27	$ 1,000,000 $ 10,000,000 $ 1,000,000	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS – COMPLETED OPERATIONS AGGREGATE
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2014/09/27	2015/09/27	$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY ***WC - STATUTORY LIMITS*** INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC7-B71-170802	2014/09/27	2015/09/27	$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

BROKER
The CG&B Group, part of Arthur J. Gallagher Canada Limited
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME
SHEHNAZ ANDANI

DATE (YYYY/MM/DD)
2015/05/14

ITEM # 15-0856

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "F –CO#3" and Exhibit "G-CO#4", attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one hundred sixty nine thousand five hundred dollars ($169,500) inclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one

million two hundred twenty two thousand four hundred seventy six dollars ($1,222,476) inclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits A-G.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

CONTRACTOR:
N. HARRIS COMPUTER CORP.

NAME & TITLE PETER FANOVS, EVP

DATE: 9-22-15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8/26/15

APPROVED AS TO FORM:

7/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 8-28-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: May-19-2015

Change ID: Change Order # 3

Description: Out of Scope Mod – Project Extension to July 2015 v1.1

Exhibit "F"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date: 6/9/2015
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: April 8, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

Based on Project delays for various reasons, Advanced agreed to add 320 hours at no charge to Santa Fe to extend the Go-Live date to July 6, 2015.

Change Details

Please reference PDF document "City of Santa Fe Response – April 8 2015" for CO details and assumptions.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to July 6, 2015	320 hours @ $150/hour	No charge
Total		No charge

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Jul-06-2015

Change ID: Change Order # 4

Description: Project Extension to September 2015

Exhibit "G"

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Fe.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date:
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: July 6, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order to add 1100 hours and travel for the associated on-site activities is required to extend the implementation timelines past the agreed upon revised date of July 6th listed in Change Order #3. A 2.5 month extension (July 6, 2015 to the week of September 14, 2015) and associated travel expenses is supplied via this Change Order. Should the Go-Live date be pushed beyond the week of September 14th, AUS and Santa Fe will need to review any additional costs associated with the delays.

Change Details

The project extension will provide an additional 880 hours (AUS will absorb 220 of the 1100 hours) to the project to cover the remaining phases needed for Go-Live. These include:

- An additional ITC phase (#3) and the associated Data Refresh
- 3 Weeks of End User training
- User Acceptance Testing (UAT) and the associated Data Refresh
- Go-Live Activities and the associated Data Refresh

The 880 hours will cover all on-site and remote activities to support the items above. Post Live support hours (320) are already included in the original contract however, travel expenses have been included in this Change Order to allow for 4 weeks (160 hrs) of on-site support. The remaining 160 hrs will be provided remotely.

The estimation for the extension and the responsibility of the City of Santa Fe is 880 hours at a rate of $150 per hour for a total of $132,000.00.

The number of trips needed has been estimated at 15 at an average cost of $2,500.00 per trip for a total of $37,500.00. Travel will be invoiced as per the original contract. Any additional travel costs beyond the $37,500.00 will need to be re-visited by both AUS and Santa Fe.

Payment in full for the 880 hours is due upon signing through the existing invoicing procedure.

Change Order Summary

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to the week of September 14, 2015 for Go-Live	880 hours at rate of $150/hour	$132,000.00
Additional travel for on-site activities	15 trips at approximately $2,500 per trip	$37,500.00
Total (net of any applicable taxes)		**$169,500.00**

CITY OF SANTA FE ITEM # 19-0070

AMENDMENT NO. 3
to the
Information Technology Agreement (Contract No. 13-1137)

This Amendment No. 3 amends Contract No. 13-1137 and is made as of the 29 day of April, 2019 (the "Effective Date"), by and between the **City of Santa Fe, New Mexico** (the "CITY") and **N. Harris Computer Corporation** ("HARRIS") for which Advanced Utility Systems, a division of HARRIS, shall perform the Services (as defined in the Agreement).

RECITALS

A. WHEREAS, in November 2013 the CITY and HARRIS entered into an agreement for licensing, implementation and support of the CIS Infinity software (the "Software"), the *Information Technology Agreement* (Contract No. 13-1137) (the "Agreement"), which is comprised of the following; (1) the Scope of Work/Services (as Exhibit A of the Agreement); (2) the *Software License Agreement* (as Exhibit B of the Agreement, Contract No. 13-1138); (3) and the *Support and Maintenance Agreement* (as Exhibit C of the Agreement, Contract No. 13-1139);
B. WHEREAS, work on the project was suspended pending approval of a Change Order; and
C. WHEREAS, the parties wish to recommence work on the project in accordance with the following changes to the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to:

Amend the Agreement, as follows:

ARTICLE 2 – SCOPE OF WORK

1. Article 2(B) shall be deleted and replaced with the following:

   Performance Measures: If Contractor should neglect to perform the Services properly or otherwise fails to comply with the requirements of this Agreement, City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within forty-five (45) days following receipt of the Default Notice, City may terminate the whole of this Contract or part of this Contract relating to the provision of Services and in such case will be responsible for payment of only that part of the fee earned by Contractor for those

Services satisfactorily performed up to the time of communication of such notice of termination to Contractor.

ARTICLE 3 – COMPENSATION

2. Article 3(B) shall be deleted and replaced with the following:

The total compensation under this Amendment No. 3 to Contract 13-1137 is to be determined at a later date upon Council's approval. This amount is a maximum to be paid to Contractor for all work to be performed as set forth in Amended Ex. A, and for any work not yet completed that is set forth in the November 2013 Contract 13-1137. The parties do not intend for Contractor to continue to provide Services outside the scope of Amended Ex. A without compensation.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written acceptance of the Payment Invoice. All Payment Invoices must be received by the City no later than thirty (30) days after the termination of this Agreement. Payment Invoices received after thirty (30) days will not be paid.

3. Article 3(D) shall be deleted and replaced with the following:

Retainage. The City shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable that is subject to this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

4. Article 3(E) shall be added as follows:

Late Payment. In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Contractor has under this Agreement or otherwise, Contractor shall have the option to suspend or terminate all Services under this Agreement, EXCEPT if such invoice(s) is (are) not Accepted in accordance with Article 4 paragraph B. Suspension or termination of any such Services shall not relieve City of its obligation to pay its outstanding invoices.

Contractor must submit a detailed statement accounting for all Services performed and expenses incurred. Upon certification by City that the Services have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late fees, interest, or penalties unless payment is not tendered within sixty (60) days.

5. Article 3(F) shall be added as follows:

Expenses. CITY shall pay HARRIS for actual expenses as provided in the New Mexico Per Diem and Mileage Act, NM Stat § 10-8-4 (2017), Subsection (K), ("Act"), as interpreted by the New Mexico Administrative Code 2.42.2 and 2.42.9 NMAC, and as in City of Santa Fe Per Diem and Mileage Policy, ("Policy"), whichever provides maximum payment. In addition, City agrees to pay for travel time. Receipts are required for all expenses submitted for reimbursement (receipts for per diem meal expenses will not be required). Actual expenses are excluded from the total fees amount described in Schedule 1 of Amended Exhibit A.
CITY shall reimburse HARRIS actual expenses.

(a) Lodging: Priority for obtaining lodging shall be 1) a hotel providing the government rate; 2) up to $135 if a there are no hotels providing the government rate and; 3) a maximum of $215 (per statute) if no hotel can be found providing either the government rate or overnight stay at a rate of $135 or less.
(b) Meals: meal per diem of $45
(c) Travel Time: maximum of 6 hours travel time per employee per one way trip at a rate of $75 per hour for each trip to Santa Fe
(d) Car Rental and Fuel Costs: one mid-size rental car and associated fuel costs while in Santa Fe
(e) Air Fare: Every effort shall be made to make reservations at least 14 days prior to travel to obtain the most economical fare.
(f) Travel to and from Airport: HARRIS shall use the most economical transportation available.
(g) Travel Agent Fees
(h) Other Expenses: CITY shall reimburse HARRIS for other actual and reasonable expenses incurred in the performance of HARRIS' Agreement obligations to include but may not be limited to: parking; tolls; document copying and production; courier services; and postage.

ARTICLE 4 – ACCEPTANCE

6. Article 4(A) shall be deleted and replaced with the following:

A. Submission. Upon Completion of agreed upon Deliverable as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with each Deliverable, or description of Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed price Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, less ten percentage (10%) retainage.

7. The following paragraph shall be added to Article 4(B):

In the event of any conflict or inconsistency between the requirements in the Scope of Work (as may be amended in writing by the parties) and the requirements in any schedules or exhibits, the

requirements of the Scope of Work (as amended) shall control. The requirements in the Scope of Work and all schedules thereto will be construed to be consistent, insofar as reasonably possible. In event of any conflict between the requirements of the Scope of Work (as amended) and any schedules or exhibits, the conflict will be resolved in accordance with the following order of precedence: first, the Scope of Work (as amended); second, RFP Proposal; and third, the RFP. To the extent that it does not create an inconsistency or conflict, any provision of the RFP Response that more explicitly details the Services or the obligations of a party shall prevail over the provision contained in any other document that is less explicit. Notwithstanding the forgoing, it is understood that the City and Contractor have had extensive discussions regarding the requirements of the Scope of Work since the date of the RFP Response, and as such certain requirements stated in the RFP Response have been changed by mutual agreement between the parties.

ARTICLE 5 – TERM

8. Article 5 shall be deleted and replaced with the following:

The Amendment No. 3, except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, shall terminate four (4) years from the Effective Date.

ARTICLE 6 – TERMINATION

9. Article 6 shall be deleted and replaced with the following:

A. General. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or, Contractor's sending of the notice of termination, if Contractor is the terminating party; 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 Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor if, during the term of this Agreement, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If

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

C. Non-payment. If City has failed to pay the Fees or other amounts due within ninety (90) days, then Contractor shall have the right to terminate this Agreement effective immediately upon written notice to City.

D. Other: Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) becomes insolvent; (b) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof, or; (c) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

E. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

10. Article 7 shall be deleted and replaced with the following:

A. Contractor. Immediately upon receipt by either City or Contractor of notice of termination of this Agreement, Contractor shall, as is further set forth in Subsection A below: 1) not incur any further obligations for salaries, Services, or any other expenditure of funds under this Agreement without written approval of City; 2) terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; 3) take such action as City shall direct for the protection, preservation, retention or transfer of all property titled to City and records generated under this Agreement; (4) agree that the City is not liable for any other costs arising out of termination resulting from any termination, except as noted in Article 7(B)(i) below; and (5) cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of City upon termination and shall be submitted to City as soon as practicable.

B. Effects of Termination.

i. City shall immediately pay all outstanding Fees and other amounts owing to Contractor under this Agreement and the Support and Maintenance Agreement (Exhibit C).

ii. The termination of this Agreement prior to the Completion of Services shall result in concurrent termination of the Software License Agreement (Amended Ex. B) and the Support and Maintenance Agreement (Amended Ex. C).

iii. City acknowledges that no fees paid under any of these Agreements shall be refunded to City.

iv. City agrees that Contractor shall have the right to access and delete all Contractor Tools installed on City's equipment.

ARTICLE 8 – GENERAL INDEMNIFICATION

11. Article 8 shall be deleted in its entirety and replaced with the following:

Harris shall indemnify, defend and save harmless the City, its officers, officials, employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which the City may incur or suffer or be put to by reason of any grossly negligent acts or omissions of Harris, or any wrongful act or willful misconduct of Harris, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) City has provided prompt notice of the claim, action or demand to Harris; (ii) City has not made any express admissions of liability or settlement offers either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, except to the extent required by applicable law, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) City provides reasonable assistance to Harris, at Harris's expense throughout the action or proceeding, and (v) City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding. Where it is determined by final judgment that the City's actions contributed to the third-party's losses, then the full amount paid by Harris to pursuant to this indemnity shall be apportioned between the parties pursuant to the judgment or settlement and the City shall reimburse Harris an amount equal to its apportioned share. This paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 12 – CONTRACTOR PERSONNEL

12. Article 12(A), the list of Key personnel shall be deleted and replaced with the following:

Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to

be mandatory to the work to be performed ender this Agreement. Key personnel shall be identified in Exhibit A, Scope of Work.

ARTICLE 13 – STATUS OF CONTRACTOR

13. Section 13(A) shall be deleted and replaced with the following:

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

14. Section 13(C) shall be added:

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

ARTICLE 16 – DEFAULT/BREACH

15. Article 16 shall be deleted in its entirety.

ARTICLE 17 – INSURANCE

16. Article 17 shall be deleted in its entirety and replaced with the following:

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. Contractor shall furnish 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.

ARTICLE 18 – LIABILITY

17. Article 18(A) shall be deleted and replaced with the following:

EXCEPT FOR DAMAGES ARISING OUR OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c)

INJURY OR DEATH RO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY GENERAL INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE CITY UNDER THE RELEVANT SCOPE OF WORK.

ARTICLE 21 – RELEASE

18. Article 21 shall be deleted and replaced with the following:

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

ARTICLE 23 – CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

19. Article 21 shall be deleted and replaced with the following:

A. 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. 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, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 City and notwithstanding anything in the Contract to the contrary, City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

ARTICLE 25 – AMENDMENT

20. Article 25 shall be deleted and replaced with the following:

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

ARTICLE 28 – SEVERABILITY

21. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

ARTICLE 29 – NOTICES

22. Article 29 shall be deleted and replaced with the following:, the Notice contact information shall be deleted and replaced with the following:

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For the City:

Kathy Valdez
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Kathy Valdez
Telephone: 505-955-4348

For HARRIS:

PETER FANOUS
N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

ARTICLE 30 – GENERAL PROVISIONS

23. Article 30(G) shall be added:

Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

24. **All other terms of the Agreement shall remain unchanged and in full force and effect.**

Amend Exhibit A to the Agreement (Software Implementation Scope of Work/Services) as follows:

1. Section 1.1(h) shall be deleted and replaced with the following:

"System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in Team Support. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via Team Support of any deficiencies.

2. Schedule "A" Scope of Work shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "A".

3. Schedule "B" Fee Structure and Payment Schedule shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "B".

4. All other terms of Exhibit A shall remain unchanged and in full force and effect.

Amend Exhibit B to the Agreement (Software License Agreement) as follows:

1. Schedule "A" Description of Software shall be deleted in its entirety and replaced with Description of Software attached to the Amendment No. 3 as Schedule "C".

2. All other terms of Exhibit B shall remain unchanged and in full force and effect.

Amend Exhibit C to the Agreement (Support and Maintenance Agreement) as follows:

1. Section 5 shall be deleted in its entirety and replaced with the following:

   In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. For the Initial Term, the Support and Maintenance Fee will be billed fifty percent (50% on the Start Date and the remaining fifty (50%) on Go-Live. Thereafter the Support and Maintenance Fee will be billed annually in advance on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If City would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may increase the Support and Maintenance Fee in relation to each renewal term by no more than three percent (3%).

2. Exhibit 2 Standard Support and Maintenance Services – Standard Guidelines shall be deleted in its entirety and replaced with Standard Support and Maintenance Services – Standard Guidelines attached to the Amendment No. 1 as Schedule "D".

3. All other terms of Exhibit C shall remain unchanged and in full force and effect.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 3, on the day and year first written above.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2.7.2019

N. HARRIS COMPUTER CORPORATION:

NAME AND TITLE

DATE: 04/15/19

CRS# 032064970007

Registration # 18-00129788

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

12/4

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
52201.570850

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8m Request for Approval for Amendment No.4 to Advanced Utility System's Contract to continue the upgrade of the Utility Billing Division Billing System in the amount of $1,048,402 excluding NMGRT.(Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 03/22/2021 Governing Body: 03/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved Unanimously to forward to 3/22/2021 Finance Committee
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

City of Santa Fe New Mexico

Memo

Date: **February 20, 2021**

To: **City Council**
Finance Committee
Public Utility/Public Works Committee

Via: **Shannon Jones, Utility Department Director** SJ

From: **Nancy Jimenez, Utility Billing Division Director** NLJ

Re: **Amendment #4 and BAR for Advanced Utility System; and Budget Adjustment Increase request in the amount of $325,313.**

Background/Summary:
The Utility Billing is respectfully asking to amend the Advanced Utility System's contract to continue the upgrade of a billing system for the Utility Billing Division and the City of Santa Fe Utility Customer's monthly utility bills.

The original agreement was approved in 2013; work proceeded for many months on Version 3 with Advanced, Public Utility Billing and Environmental Services employees. After many months, it was evident that continuing with the project was not an option and it was placed on hold.

Through mediation and a new negotiated updated Scope of Work for a 14-month implementation and upgrade from Version 3 to Version 4, the Utility Billing Division is bring forward Amendment #4 for $1,048,402 plus grt.

A new billing system would cost 2.7 million, continuing the upgrade with Advanced; the City's new Utility Billing System will cost $2.2 million. While it has taken much longer than we would have liked to upgrade the billing system, we are confident that we can move forward and upgrade the system within the 14-months required for the full implementation.

Amendment and BAR budget increase is attached for $325,313 for FY20/21 and the remainder will be submitted upon approval of the FY21/22 Budget in business unit 5110351.510310 for the 14-month implementation period.

Requested Action:
Approval of Amendment #4 for $1,048,402 plus grt through FY21/22; and the BAR budget increase in the amount of $325,313.

Log # *{Finance use only}*:	
Batch # *{Finance use only}*:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME	DATE
PUD/UCS/ Admin	2/22/21

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Utility Customer Service Service Contracts	5110351	510310		325,313	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 325,313	$ -

JUSTIFICATION: *(use additional page if needed)*
--Attach supporting documentation/memo

Increase from Cash balance to fund this contract for N. Harris #4 in the FY 20/21

{Complete section below if BAR results in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
511	325,313
TOTAL:	**325,313**

Maya Martinez 2/22/21
Prepared By *{print name}* Date

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)
Division Director Signature *{optional}* Date

Shannon Jones
Department Director Signature Date

{Use this form for Finance Committee/ City Council agenda items ONLY}

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

AJH
AJH (Feb 24, 2021 16:55 MST)
Budget Officer Date

Finance Director *{≤ $5,000}* Date

City Manager *{≤ $60,000}* Date

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3202028**

Contractor: **N. Harris / Advanced**

Description: **Billing System upgrade**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **11/13/13** Term End Date: **4/29/23**

☑ Approved by Council Date: **11/13/13**

Contract / Lease: **Contract**

Amendment # **4** to the Original Contract / Lease # **13-1137**

Increase/(Decrease) Amount $ **$1,048,402 plus nmgrt** Partially funded in FY 20/21 ($325,313 BAR attached) Remainder in FY 21/22

Extend Termination Date to: **N/A**

☑ Approved by Council Date: **Pending**

Amendment is for: **increase compensation and extend term**

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original #13-1137; #13-1138; #13-1139 $1,033,476 approved 11/13/13
Amend #1 15-0460 $19,600 approved 6/10/15
Amend #2 15-0856 $169,500 approved 9/1/13
Amend #3 19-0070 Term only to 4/29/23 approved 1/30/19

3. **Procurement History:** **13/33/P**

Fran Delaway (Mar 1, 2021 9:30 MST) — Mar 1, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment #4 increase for an approved extended term partially fund FY 21 7/1/20-6/30/21.

4. **Funding Source:** **Utility Customer Service Fund** **Org / Object:** **5110351.510310**

Alexis Lotero (Mar 1, 2021 19:12 MST) — Mar 1, 2021

Budget Officer Approval: Date:

Comment & Exceptions:

Staff Contact who completed this form: **Maya Martinez** Phone # **4271**

Email: **mfmartinez@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE
AMENDMENT No. 4 TO
INFORMATION TECHNOLOGY AGREEMENT
#13-1137; 15-0460, 15-0856; 19-0070

AMENDMENT No. 4 (the "Amendment") to the CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "H" attached hereto and incorporated within.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one million forty eight thousand four hundred and two dollars ($1,048,402) exclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed two

million two hundred seventy thousand eight hundred seventy eight dollars ($2,270,878) exclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits H.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.4 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
N. HARRIS

_____
NAME Jim Simak

_____
TITLE SEVP, N. Harris Computer Corp.
DATE: February 24, 2021
CRS# 03206497007
BRN# 1297788

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Mar [redacted]
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY MCCOY, FINANCE DIRECTOR

5110351.510310 AL
Business Unit/Line Item AL

Exhibit H

ADVANCED
UTILITY SYSTEMS

City of Santa Fe
Amendment 4
Scope of Work

February 2021

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Definitions

Name	Definition
As-Is Business Process	A document that describes the steps, people and resources involved in completing specific activities. The As-Is process documents how the process is executed in the legacy CIS System and can form the basis for the To-Be business process that describes how activities will be executed in the new CIS System.
Baseline Accounts	A cross selection of accounts types and services that are used for testing purposes the CIS System
BRD	Business Requirements Document
BPR	Business Process Review
CIS	Customer information and billing system.
CIS Infinity	The Advanced customer information and billing system.
CIS System	All Advanced licensed software (CIS Infinity, Infinity.Link Enterprise, Infinity.Mobile, and implementation services.
Client Owned Control Forms	Configuration areas of the system that are the responsibility of the City (including but not limited to service orders, actions, letters, security, admin).
Configuration	Changes to the software without source code or structural data model changes occurring.
Core Team	City staff that have sufficient business knowledge and authority to make decisions regarding configuration, can lead testing activities, and assist End Users with learning the CIS System and associated To-Be Business Processes. This group will become the "super users" of the CIS System.
Generic Test Scripts	Document that describes the steps and actions required to test a feature or function of the CIS System and the expected results. Generic Test Scripts do not reflect the specific configuration of the City. Customizing test scripts are the responsibility of City.
Modification	A change to the code base or a structural data model change.
To- Be Business Process	A document that describes the steps, people and resources involved in completing specific activities. The To-Be process documents how the process will be executed in the new CIS System.

General Assumptions

1. All prices are quoted in US dollars.

2. The Fixed Cost will be firm for the services identified herein through the project's duration of 12 months and 2-month post-implementation support. Travel costs are estimated and will be billed as incurred in accordance with the Professional Services Agreement.

3. The Project is not normal daily operations. Team members may not be accustomed to the demands of a project of this nature and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Advanced and City will each assign a project manager who are responsible for managing the overall implementation to a successful conclusion for Advanced and the City.

5. Project success is dependent upon both Advanced and City supplying the resources required to complete all deliverables in a timely matter.

6. City and Advanced will ensure Project Team members are available for meetings, workshops, discussions and conference calls upon request with reasonable notice. Project Team members will respond to information requests from the other party, not to exceed five (5) Business Days unless agreed upon in time to minimize delays in the project.

7. Whenever possible, the Project Team may consider alternative meeting options such as WebEx, and conference calls.

8. Staffing issues will be resolved between City and the Advanced Project Managers. Both parties will make every reasonable effort to maintain stable project staffing for the life of the project and minimize disruption to the project.

9. City will strive to make a reasonable effort to minimize the impact of competing initiatives within the organization that may have a negative impact to the project. If this cannot occur:

    i) City will define an escalation path which defines who can resolve resource allocation conflicts, determine the priority of the conflicting work, and communicate with the affected parties, including the Project Managers of both projects.

    ii) Advanced will make every effort to work around any conflicting priorities. Depending on the length of time the resource is not available and task the conflict occurs on, this could result in a delay in the project schedule. If these delays result in extended project timelines, a Change Order will be issued to outline the impacts to schedule and cost. The project should include accommodations for holidays and predetermined leave schedules for resources for both Advanced and City.

10. Prompt decision-making and problem resolution will be required to achieve an on-time, on-budget project completion. It is expected most decisions and/or problems will be resolved by both parties within five (5) business days (or to a mutually agreed to timeframe). Reasonable efforts will be made to meet the requirements.

11. City will empower City's project team members to make decisions related to configuration and business processes. In particular, City team members with authority to make key decisions (e.g. business process change) must participate in meetings where these decisions are discussed.

12. The City will, where possible, will not try to reinvent the legacy CIS but rather incorporate Advanced recommended best CIS Infinity practices when possible to maximize the capability of the CIS

System. Any recommendation not implemented should be discussed with key City stakeholders and documented by the Advanced Project Manager and provided to the City Project Manager.

13. Advanced and City acknowledge that there will be challenges during the project. We will address problems head on an openly with each other. All parties will be respectful in all situations.

14. Advanced and City will work collaboratively to find solutions to issues.

15. Both parties agree to work a reasonable number of added hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

16. All City and Advanced Project Team members are expected to take normal vacation and holiday days throughout the course of the project except during stages of the project where their presence is critical.

17. When onsite Advanced agrees to work within City standard business hours whenever possible with the understanding that travel days may impact onsite days. Additionally, it is important to note that there may be times in the project where key staff may be required to work extra hours or hours outside of the standard business hours. For example, cutover is typically done over the weekend.

18. Advanced will update CIS Infinity in a 1). Production and a 2. Test environment on City supplied hardware and will support both throughout the implementation.

19. City will review and if necessary, update its computing infrastructure 2 weeks prior to project kickoff and ensure prior networking issues are resolved. Advanced will assist City in troubleshooting issues.

20. City will review and contract with an Advanced payment processor for processing of electronic payments 12 weeks prior to the start of Integration Testing. Note: City has Paymentus, an Advanced payment processor partner.

21. City will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the CIS software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN.

22. City will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

23. City will provide desk space for the Advanced team members while onsite at City. City shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

24. City will ensure mutually agreed upon Change Orders are approved and process in accordance with the Change Order Procedure.

25. City Staff will attend scheduled training sessions.

26. City will perform testing and Advanced will support City testing as required including data conversion testing, functional testing, interface integration testing, and user acceptance testing and will provide the documented test results to Advanced.

27. City will perform manual cut over tasks identified in the data conversion and the cutover plan.

28. City will be responsible to create, configure and test all Client Owned Control Forms (including but not limited to service orders, actions, letters, security, admin) with support from Advanced.

29. City will be responsible for creating their customized Link skin (i.e. look and feel of the Link site) using a web designer of their choosing.

Project Management

Advanced will have primary responsibility for the successful completion of this project as defined in this Scope of Work, including the management of all Advanced resources and tasks. Advanced will be responsible for conducting project related administrative activities including the development and updates to the project schedule. The Advanced PM Provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City PM will provide oversight and guidance to City staff to ensure successful completion of City led/assigned activities and related project tasks.

Deliverables

Advanced:

The Advanced Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Prepare weekly status reports documenting work in progress compared to schedule, issues, actions, risks and budget.
2. Lead the weekly PM meeting – City requests set day and time every week.
3. Participate in the weekly Core Team Status Meeting.
4. Update the Project Schedule monthly, based on outcomes of the weekly PM meeting (based on progress updates from the team).
5. Prepare monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised (with input from City PM)
6. Participate in a monthly Executive Steering Committee meeting to review project status; to be attended by the PM and Project Sponsor, primarily remotely.
7. Ticket issue resolution/status update to occur within 5 business days

City

The City Project Manager (PM) will deliver the following as part of their monthly Project Management duties:

1. Participate in the weekly PM meeting.
2. Lead ~~of~~ the weekly Core Team Status meeting to discuss status, address questions and provide direction on outstanding activities.
3. Provide input on monthly status report and the Project Schedule to Advanced PM.
4. Organize and lead the monthly Executive Steering Committee meeting to review project status, to be attended by the City Project Manager and City Project Sponsor(s). City requests set day and time every month.
5. Review and approve project deliverables.
6. Sign payment milestone acceptance documents.
7. Ticket issue resolution/status update to occur within 5 business days

Project Re- Initiation

The Advanced PM will work jointly with the City Project Manager to organize project information for the update of the Project Schedule. The Advanced PM will present all information required to re-start the project and will review with the City PM all remaining tasks to be completed before Go Live. The Advanced PM will develop a project schedule that is reasonable for both Advanced and the City to achieve. Each Project Schedule task shall include:

- Task name/description
- Relevant task predecessors
- Task duration (measured in days)
- Resources assigned accomplish the task.

The project schedule will be updated to reflect outstanding and new deliverables and tasks as defined in this SOW along with task predecessors. Tasks to be scheduled (which include both City and Advanced tasks) to complete the project are as follows:

- Upgrade of City server hardware, if required
- Application of the latest builds of CIS Infinity Version 4.X.X, Infinity.Link Enterprise and Infinity.Mobile Version 2.X.X server software in the City's test environment and production environment.
- Review and updates, if required, of the following project planning documents: Communication Plan, Change Management Plan, Test Plan, Training Plan, Risk Management Plan, Data Conversion Plan, Go/No Go Criteria, and Change Control Process
- Project Re-Initiation Kickoff Meeting
- Issues Tracking Tool training
- Business Process Review
- Documentation of "as is" and "to be" business processes
- Core Team training, inclusive of security training
- End User Training
- Review of reporting requirements
- Review and completion of custom reports, bill prints and notices
- Review and completion of required interfaces
- Review of Data Validation Criteria
- Data refreshes for Functional Testing, Integration Testing, User Acceptance Testing (UAT) and Go Live
- Functional, ITC and UAT testing phases (inclusive of Report testing)
- Updates to Project Team Contact List which includes users that need access to Issues Tracking Tool

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Executed of Information Technology Agreement (Contract No. 13 – 1137) – Amendment 4 inclusive of this SOW between Advanced and City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite Project Re-Initiation Kickoff Meeting
- Application of the latest CIS Infinity, Infinity Mobile, and Infinity.Link Enterprise server builds in the City's test environment and production environment.
- Updated Joint Project Contact List
- Delivery of Issues Tracking Tool training
- Updated baselined and approved project schedule, with input from City
- Updated Communication Plan, with input from City
- Updated Change Management Plan, with input from the City
- Updated Risk Management Plan, with input from City
- Updated Change Control Process, with input from City

City:

City will deliver as part of this phase:

- Upgrade of City server hardware, if required, two weeks prior to the Project Kickoff meeting
- Install CIS Infinity V4 client on any desktops that requires access to CIS Infinity and where CIS Infinity client has not been previously installed
- Infinity.Mobile and Infinity.Link Enterprise Technical Checklist updates
- Assistance with application of builds to facilitate knowledge transfer
- Participation of the PM and Core Team in the project kickoff meeting
- Updated City Project Contact List
- Participation of PM and Core Team in issues tracking tool training
- Review and approval of updated Project Schedule
- Review and approval of updated Communication Plan

- Review and approval of updated Change Management Plan
- Review and approval of updated Risk Management Plan
- Review and approval of updated Change Control Process
- Finalization of Core Team and identification of SMEs and other resources assisting with the project

Core Team Training

Advanced will provide four (4) weeks of onsite trainer to the City's Core Team prior to an onsite Business Process Review (BPR). During the kickoff meeting, the Advanced and City PM will determine the areas to be covered during the four weeks of training but at a minimum will include Customer Service, Billing, Collections, Cashiering, Solid Waste, Security, Service Orders, Infinity.Link Enterprise and Infinity.Mobile.

During training sessions, City will document any potentially new processes which will be further reviewed during the BPR.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Computing infrastructure (including network) established and functioning correctly
- CIS Infinity (V4), Infinity.Link Enterprise and Infinity.Mobile (V2) updated to latest build and available for Core Team training
- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Agendas and provide training manuals
- 4 Week onsite instructor-led Core Team training

City:

City will deliver as part of this phase:

- Core Team participation in training

Business Process Review

After completion of Core Team training, a two-week onsite BPR will be led by Advanced where Advanced will review the detailed business requirements of City with the City's Core Team and key decision makers. Key inputs into this process will include existing the Discovery document, City's documented existing business procedures, the RFP functional checklist and recommendations of CIS Infinity best practices by Advanced.

The City will provide documentation of As-Is business processes two weeks before the start of the BPR. Other key information to be provided by the City include:

- All rate tariffs and system generated fees – No changes in rate structure. Changes to values only
- Chart of Accounts (COA) for GL/AP interfacing – Updated COA for Tyler
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- File layouts and samples of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information, source of payments, tender types, interface files
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out processes
- Billing process flows
- All Daily, weekly, Month End and Year End Report Requirements
- Data setup of persons, premises, service types
- Existing security profiles and definitions
- City ordinances related to business processes

The Discovery document will be updated to reflect any changes to the CIS Infinity configuration based on the outcome of the BPR. Any recommended CIS Infinity best practices which the City cannot or chooses not to implement, will be documented in the Discovery document.

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review the City's To- Be business processes and provide feedback.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of core team training weeks 1 & 2
- As-is business processes documented by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- 2 Week onsite Business Process Review, exclusive of reporting, bill print, notices, and interfaces.
- Updated Discovery documents (CIS Infinity, Infinity.Mobile, Infinity.Link Enterprise)
- Recommendations based on current client processes that are defined for City/County

City:

City will deliver as part of this phase:

- As-Is Business Practices/Flows and Key Data identified above
- BPR participants who have the authority and are receptive to making business process improvements by taking advantage of CIS System's functionality.
- Summary of business processes changes identified during the BPR that will be reviewed by City for impact/change management/end user training issues
- Approval of updated Functional Discovery document.

Note: Once the Functional Discovery document has been approved, any subsequent changes identified in the testing phases which impact the project schedule as a result of re-configuration will follow the change control process.

Interface Status Review Workshop

Advanced will conduct a remote Interface Status Review Workshop to review the status of required interfaces and the effort required to complete interfaces. Any changes to interfaces where specifications have been previously signed by City may require a Change Order. The following list of new and existing interfaces will be reviewed. See also Interface Exhibit A.

- Tyler Munis – Munis General Ledger and Accounts Payable Refund file (Replace JDE)
- Paymentus IVR – Inbound & Outbound (replace Selectron). Outbound export file created for delinquent account callout, 2 Day Notice & High consumptions notifications
- ACH –Wells Fargo ACH Format data format is required. Account number format will change
- Wells Fargo Lockbox Payment – Account number format will change
- LockboxE –Account number format will change
- Paymentus – Electronic Payment Processor Paymentus is currently implemented at City with First Data as merchant services provider. In V4 Paymentus inbound is integrated with Advanced via web services. City currently has customer file, payment posting file, email file, and bill print file that is sent Paymentus.
- Postal Pros EBP (Replace InfoSend)
- Postal Pros Notices/Letters – PDF file to be sent for printing by Postal Pros.-Final Bill Letter, Welcome Letter, LIC letter
- Esri ArcGIS – No Change
- GIS Service Address Verification and Validation (CO#1) : CIS service addresses will be validated at point of entry and in bulk in real-time, by calling ArcGIS API. The ability to save an invalid service address is a configurable option in CIS Infinity.
- Beacon AMI System – A real-time interface between CIS Infinity and Beacon AMI system will be implemented. The interface will include
    - CIS to Beacon AMI data synchronization (CIS infinity will send account, service address, meter, endpoint information to Beacon AIM)
    - CIS to Beacon AMI reads on demand
    - CIS to Beacon AMI billing reads request
- MARS – Payment Import File (similar to Lockbox E) – New file import for the City – Currently processing MARS manually. Account number format will change
- Meter inventory import – One standard file layout to be used for all meter manufacturers; import of new meters from meter manufacturer(s). Import will use spreadsheet of meter number, endpoint, Po #, meter size,
- Collection Agency – Import and Export to Virtuoso Collection Agency
- County Lien – Export/list of Accounts, broken out by service specific export format required by the county.
- Generic Meter Read – Export/Import – when Manual Import/Export required – one format

- Custom scripts and formula for winter average, COD, INLINE and LIC – see Interface Exhibit A

The following interfaces included in the original SOW are no longer required

- CityWorks Work Management – Not required
- JD Edwards Enterprise – Fixed Assets – Not required
- Active Networks – City will use CIS Infinity cash register functionality
- Datamatic Routestar – Not required
- ConserveTrack – Not required
- Badger AMI (CO#2)
- Badger Smart Meter Software
- Beacon AMI System (CO#2) – Meter Exchanges/Work Order Management

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Onsite Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Interface file layouts and sample file provided by City
- Third party vendor participation in workshop, as required, secured by City

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:
Advanced:

Advanced will deliver as part of this phase:

- Remote Interface Status Review Workshop
- Review of existing interface specifications
- Creation of BRD for new interfaces

City:

City will deliver as part of this phase:

- Sign off of any outstanding interface specifications – 10 days of receipt
- Coordination with third party vendors, as required
- Sign off of new/updated interface BRDs – 10 days of receipt

Reports, Bill Print and Notices Review Workshop

A remote Reports Review Workshop will be conducted to review the current Reports Matrix. Custom Reports previously identified will be reviewed to determine the status for each. Any outstanding custom reports will be completed and delivered at Integration Testing. The original contract included 10 custom reports to be determined by the City. Any new Custom Report requests will be identified via the Change Order process.

Advanced will deliver 2 notices, 10 reports, 1 Bill Print, 1 Work Order with capability for different formats/tasks at Integration Testing. Completion of Letters is the responsibility of the City. Notices are the responsibility of Advanced. It is not expected that any changes will be requested, however, these will be handled via the Change Order process if that is the case.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Project Re-Initiation Kickoff Meeting completed
- Project Schedule updated and accepted by City
- Updated Reports Analysis spreadsheet delivered by City 2 weeks prior to Workshop

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Reports, Bill Print and Notices Review Workshop
- Identification of any new reporting, bill or notices requirements
- Provide insight and direction on what other cities do for their reports, bill print, notices, forms, letters, etc. – assist with industry guidelines

City:

City will deliver as part of this phase:

- Participation in Reports, Bill Print and Notices Review Workshop
- Approval of any required changes documented via a Change Order

Data Conversion Workshop & Updated Conversion Plan

Advanced will conduct an onsite Data Conversion Workshop to review the current data mapping, validation criteria, and known conversion issues. Scripts and criteria will be updated as appropriate but will leverage the existing approach previously agreed to by the City. The Data Conversion Plan will be updated, as required. City will provide Advanced with a data extract of all data to be converted. Data will be loaded by City onto a secured FTP site 8 weeks prior to the onsite workshop. Advanced will convert City's data so that it can be loaded into CIS Infinity.

Advanced will assist City in reviewing baseline accounts which are a representative cross section of City customers (e.g., rates, customer type etc.). The baseline accounts will be used to test and QA both the validity of the converted data and configuration.

The City has 20 years of data to convert. City expects to use CIS Infinity archiving solution once the data is converted

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- All data to be converted by Advanced has been identified by City.

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Onsite data conversion workshop
- Updated Data Conversion Plan, including data validation criteria, and data mapping
- Identify data clean-up activities on historical data
- Signoff process for data validation/upload/refresh of data to CIS V4

City:

City will deliver as part of this phase:

- Resources to participate in the data conversion workshop. Resources will understand the existing conversion scripts and processes used to date and will be knowledgeable in the legacy system data.
- Updated data extract of all data to be converted, including data validation criteria and timing, to be provided to Advanced eight weeks prior to the onsite workshop. All data

to be converted must be delivered with each data refresh and must be provided in the same data extract format.

- Data clean-up activities started on legacy system data (as required).
- Review and update of Baseline Accounts
- Sign off of updated Data Conversion Plan 10 days from receipt

To-Be Business Processes and Testing Preparation

Updates to the City's business process documentation/flows is the responsibility of the City and must be completed prior to the start of Integration Testing. Advanced will review and provide assistance with the City's To-Be business processes and provide feedback.

The Advanced PM will provide City with generic test scenarios. Modification of test scenarios to match City's specific business scenarios and requirements is the responsibility of City. Advanced will conduct a one week Testing Workshop to train the City on developing scenario-based scripts and to teach City testers on how to test. Once developed by the City, Advanced will review (up to one 4-day week) City's custom test scenarios and provide feedback. From the test scenarios City and Advanced will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Approval of updated Functional Discovery document

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Generic Test Scenarios and test scripts used by other customers (customer approved)
- Review and feedback on City customized test scenarios
- 1-week onsite test scenario development assistance and testing workshop
- Discuss and define workflow process/setup and access rights per user/job description within CIS V4

City:

City will deliver as part of this phase:

- Documented initial To- Be business processes.
- Participation by testing team in Test Scenario Development and Testing Workshop
- Customization of Generic Test Scenarios
- Mapping of test scenarios to functional requirements, as required

- Updates to Rates Testing Matrix

Functional Testing

Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a meter to cash process. In the review of these individual accounts, City will be tasked with testing each rate element in the system and documenting the results to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

Functional Testing is modular and does not test the system end-to-end utilizing interfaces.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of the Functional Test phase, a full data conversion using a fresh data extract will be performed to exercise the data conversion process. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during Functional Testing will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into Issues Tracking Tool by City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Conversion updated per the updated Data Conversion Plan
- Configuration updated by Advanced per the updated Functional Discovery document
- Functional test scripts customized by City
- Rates testing matrix completed/updated by the City
- City Documented Initial To-Be Business processes
- City mapping of test script to functional requirements
- Testing Workshop complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review

- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 85 of configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date
- Discussion and resolution for 38,000 plus active customers and 12,000 active billed accounts – performance issues, time frame to bill active accounts, etc.

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- Execution of customized test scripts, including rates testing, with anomalies reported in Issues Tracking Tool
- Testing of conversion. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Documented To-Be Business processes (for start of ITC)
- Commencement by City of configuration of Client/City Owned Control Forms

Interface Development and Configuration

All interfaces per Section 2 will be completed by Advanced and delivered at the beginning of ITC 1.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of the Interface Status Review Workshop
- Specification/BRD Sign off by City for all interfaces

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Application of new build, as required, at the start of ITC
- Updates to CIS configuration per approved specifications

City:

City will deliver as part of this phase:

- Completion of Implementation of Payment Processor solution (Paymentus), two weeks prior to start of ITC 1

Integration Testing (ITC)

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modification. It includes testing of all end to end processes including include Monthly, Quarterly and Year End processes for the City and all Control Forms including Client Owned Control forms (service orders, actions, letter generation, security, admin). ITC will utilize test scripts/cases customized by City to confirm that the data conversion and business processes are functioning as expected.

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support.

At the start of ITC1, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. Advanced will provide and City will verify all balancing metrics that were agreed upon in the updated Data Conversion Plan.

Deficiencies found during ITC1 will be entered into the Issues Tracking Tool for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into the Issues Tracking Tool by City.

ITC2 emulates the same process with a refreshed data conversion set and any configuration changes as well as updates to interfaces and modifications.

ITC1 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- City approved ITC Test Plan
- Completion of testing of all applicable functional modules by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- Testing by City of conversion items and anomalies reported in Issues Tracking Tool
- Rates Testing completed by City and any anomalies reported in Issues Tracking Tool
- Client/City Owned Control Forms 60% complete which must include Service Order Types, Service Order Completion Codes, critical GO Live Form letters, basic Actions. Security configuration requirements need to be defined for all user groups.
- Existing interfaces delivered by Advanced per the approved specifications/BRDs
- “To Be” Business Processes documented and approved by City
- End to End test Scripts customized by City, with feedback from Advanced
- Updates to existing custom reports, if required, delivered by Advanced
- Updates to Bill Print, Notices and Receipts, if required, delivered by Advanced
- Updates Forms letters, if required, delivered by City
- Completion by Advanced of Infinity.Mobile and Infinity.Link Enterprise configuration

ITC1 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 80% of critical path conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date, unless otherwise mutually agreed by Advanced and City
- Review of setup and connection of all API's for 3rd party products. training on process/maintenance if necessary, to City ITT– Example: Paymentus
-
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms 80% complete
- Infinity.Link Enterprise configuration/GUI 80% complete
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Documentation of test results
- Re-testing as required of fixes of reported defects
- Updates to documented To-Be Business processes
- Performance Testing

ITC2 Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- End to end testing by City using customized test documents and test cases and anomalies reported in Issues Tracking Tool
- ITC2 Data Validation reviewed jointly and anomalies under investigation by both parties
- Successful resolution of 80% of critical path configuration type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful resolution of 80% of conversion type tickets reported no less than 10 days from scheduled ITC2 Refresh start date
- Successful Testing of 80% of Client Owned Control Forms
- Infinity.Link Enterprise configuration/GUI complete and ready for Testing in ITC2
- Payment Processor set up complete and ready for integration testing with CIS Infinity and Infinity.Link Enterprise

ITC2 Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Data Conversion Refresh, Data Validation Report(s) and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of CIS System software Build(s), as required
- Successful resolution of 90% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date, unless otherwise mutually agreed by Advanced and City
- Assistance with performance testing

City:

City will deliver as part of this phase:

- Data Extract, Data Validation Report(s) and review
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up and all Client Owned control forms complete
- Infinity.Link Enterprise configuration/GUI complete
- Infinity.Link Enterprise testing complete and any anomalies reported in Issues Tracking Tool
- Infinity.Mobile Issues complete, and any anomalies reported in Issues Tracking Tool
- Execution of customized end to end test scripts and related activities per the Test plan, with anomalies reported in Issues Tracking Tool
- Retesting of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool
- Retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool
- Performance Testing

User Acceptance Testing (UAT)

The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. UAT seeks to replicate daily operations to validate the system is ready for use. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that determine the Go live date.

Advanced will coordinate with City to select the integration test scripts that will be used during UAT.

A mock go live will also be conducted to ensure that all go live activities have been defined and estimates identified for the time and resources required to perform the work. The mock go live is staged in a similar manner as the pre-go live steps and procedures including a full data conversion and validation.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Successful resolution of 95% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Successful resolution of 95% of critical path conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date
- Approved To- Be Business Processes

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Mock GO Live (during regular business hours)
- Go/No Go
- Data Conversion Refresh, Data Validation Report and review
- Timing of Advanced data conversion activities for input into the Cut Over Plan
- Onsite and remote testing assistance
- Application of Build(s), as required
- Resolution of all reported critical path conversion and configuration issues

City:

City will deliver as part of this phase:

- Data Extract and Validation
- Timing of City conversion activities for input into the Cut Over Plan
- User Security set-up updates
- Execution of customized test scripts and related activities per the Test plan
- Documentation of test results
- Defects reported in the Issues Tracking tool
- Re-testing as required of fixes of reported defects
- Configuration/Validation sign off

End User Training

As part of the Training Plan, Advanced will work with City to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes, schedule, and the Advanced and City staff attendance needs. The Training Plan will be reviewed and updated to include roles and responsibilities of Advanced and City staff.

Advanced will provide on-site End User training to ensure City resources secure a working knowledge of their specific areas of the CIS System. City Core Team will support Advanced in the delivery of End User Training, specifically as it relates to To-Be Business process changes.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City will sign-off on a Training Session Sign-off Form signifying that the training session has been completed.

Advanced will provide standard training workbooks. Customization of End User training material is the responsibility of the City.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Completion of Integration Testing

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Training Plan, with City input
- Four (4) weeks of onsite, Advanced lead, End User classroom training
- Software installation, configuration, maintenance, and training to City ITT
- Environment creation, refresh from Production to Test, and training to City ITT
- Software upgrade/enhancements and training to City ITT via customer portal
- Software backup setup and training to City ITT

City:

City will deliver as part of this phase:

- Input into Training Plan
- Participation in End User Training per the Training Plan
- To-Be Business Process Training
- Customization of end user training material, if required

Go Live – Cut Over

The Advanced and the City PM will jointly update the Cut-Over Plan prior to Go-live in preparation for a final transition to live. This plan will detail the steps and responsibilities for Advanced and City to transition the CIS System to City production (live) environment. The Cut-Over Plan will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps, responsibilities and timing of when data extract is obtained, and data conversion refresh is returned
- Ordered steps, responsibilities and timing to ensure balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release initiated by Advanced and signed by City that documents that the system has been handed to City in full balance
- Contingency Roll back plan

City will review with Advanced the Go/No-Go criteria established at UAT. These criteria shall be used to determine whether or not to proceed to GO Live. Criteria shall be measured on a weekly basis starting no later than the commencement of User Acceptance Testing. When all criteria are met, City shall issue formal authorization to proceed with the Cut-Over Plan to production.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- System in readiness state for all critical path items
- End User training is complete

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the City
- Participate in GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the City

- Completion of Advanced Cutover tasks as outlined in the Cut Over Plan
- Data Conversion Refresh and Validation Report
- AR Balancing Report, Year and month active confirmation, Transaction Codes Report and Rates Report
- Onsite support during cutover, including but not limited to additional training/knowledge on day to day business processes at City
- Close out plan that defines criteria for closing the project

City:

City will deliver as part of this phase:

- Jointly updated Cut Over plan and Readiness Checklist
- Cut over meeting to present the plan, jointly with the Advanced
- Notify internal and external stakeholders (customers, employees etc.) of cut over to new system and any operational disruptions per the Communication Plan
- Lead GO Live readiness review and decision to proceed based on Go/No Criteria, jointly with the Advanced
- Completion of City Cutover tasks as outlined in the Cut Over Plan
- Data Extract and Validation
- Technical staff available Go Live weekend
- Core Team and user's participation in Go Live weekend, to complete Cut Over tasks, validate system balancing and perform system catch up work halted

Post Go Live

Advanced will assist City throughout the two (2) month post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Entry Criteria:

Both parties must meet the following criteria before this phase begins:

- Go Live

Exit Criteria:

Both parties must meet the following criteria before this phase is complete:

- All deliverables below have been achieved

Deliverables:

Advanced:

Advanced will deliver as part of this phase:

- Two (2) months on site and remote transition period to assist with functional issues that may arise
- Achievement of project close-out Plan
- Transition Meeting with Support

City:

City will deliver as part of this phase:

- Support team comprised of Core Team members and IT staff to respond to end user issues and log incidents in the issue tracking tool
- Provide re-training of end user, if required
- Participate in Support transition call

- Timely testing of corrections to outstanding issues (5 days)
- Project close out approval

Fees and Payment Milestones

	Description	Hours	Cost (Exclusive of Taxes)
Amendment Additional Services Fees	Project Management	820	$155,800
	Business Process Review (Discovery)	200	$38,000
	Data Conversion	340	$64,600
	Configuration & Interfaces	480	$91,200
	Training	340	$64,600
	Infinity.Link Enterprise and Mobile	385	$73,150
	Testing Support	1530	$290,700
	Reports	70	$13,300
	Amendment Additional Service Fees	**4165**	**$791,350**
Remaining Amounts from Initial SOW	Go Live		$31,875
	Post Live		$40,800
	Retainage		30,725
	Total Remaining Amounts for Initial SOW		**103,400**
	TOTAL Services to Complete SOW		**$894,750**
Estimated Travel Related Expenses Billed as Incurred	Additional Trips per Amendment	50 trips	$125,000
	Remaining Travel Budget per Original SOW	11 trips	$28,652
	Total Estimated Travel	**62 trips**	**$153,652**
	Total Services + Estimated Expenses		**$1,048,402**

Year 1 maintenance for Infinity.Link Enterprise will be $20,000

Service Payment Milestones

City will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP1	Project Management Month 1	$ 10,015
MP2	Project Management Month 2	$ 10,015
MP3	Project Management Month 3	$ 10,015
MP4	Project Management Month 4	$ 10,015
MP5	Project Management Month 5	$ 10,015
MP6	Project Management Month 6	$ 10,015
MP7	Project Management Month 7	$ 10,015
MP8	Project Management Month 8	$ 10,015
MP9	Project Management Month 9	$ 10,015
MP10	Project Management Month 10	$ 10,015
MP11	Project Management Month 11	$ 10,015
MP12	Project Management Month 12	$ 10,015
MP13	Project Management Month 13	$ 10,015
MP14	Project Management Month 14	$ 10,015
MP15	Re- Installation/Update of CIS Infinity Sign off	$ 20,520
MP16	Delivery of Business Process Review Workshop	$ 23,940
MP17	Updated Functional Discovery Document Signoff	$ 2,052
MP18	Delivery of Data Conversion Workshop	$ 17,442
MP19	Updated Data Conversion Plan Sign off	$ 3,489
MP20	Delivery of Interface Discovery Workshop	$ 6,840
MP21	Delivery BRDs for New Interfaces (not in Original SOW)	$ 2,052

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP22	Delivery Updated Specifications - Existing Interfaces (Original SOW)	$ 4,104
MP23	Delivery of Reports, Bills, Notices, Receipts Discovery Workshop	$ 1,368
MP24	Delivery of Updated Reports Matrix	$ 4,788
MP25	Initial Conversion Rollout	$ 20,349
MP26	Initial Configuration Rollout	$ 34,884
MP27	Completion of Core Team Training Week 1	$ 10,175
MP28	Completion of Core Team Training Week 2	$ 10,175
MP29	Completion of Core Team Training Week 3	$ 10,175
MP30	Completion of Core Team Training Week 4	$ 10,175
MP31	Completion of Testing & Script Review Workshop	$ 5,814
MP32	Data Refresh # 2 Load (Functional Testing)	$ 5,814
MP33	Completion of Functional Testing	$ 20,520
MP34	On the Job Learning - Functional Testing	$ 52,326
MP35	Delivery of Custom CIS Infinity Reports	$ 7,182
MP36	Data Refresh # 3 Load (ITC #1)	$ 5,814
MP37	On the Job Learning - ITC1 Testing	$ 52,326
MP38	Completion of Integration Testing Cycle 1	$ 39,245
MP39	Data Refresh # 4 Load (ITC #2)	$ 2,907
MP40	On the Job Learning - ITC2 Testing	$ 39,245
MP41	Completion of Integration Testing Cycle 2	$ 39,245
MP42	Data Refresh # 5 Load (UAT)	$ 2,326
MP43	On the Job Learning - UAT Testing	$ 19,623
MP44	Completion of User Acceptance Testing	$ 19,623
MP45	Delivery of End User Training - Week 2	$ 5,814

Reference	Milestone – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount (Exclusive of Taxes)
MP46	Delivery of End User Training - Week 4	$ 5,814
MP47	Infinity.Link Enterprise Workshop	$ 12,826
MP48	Installation of Infinity.Link Enterprise	$ 12,826
MP49	Infinity.Link Enterprise Discovery Document Signoff	$ 5,130
MP50	Infinity.Link Enterprise Initial Rollout	$ 20,520
MP51	Infinity.Mobile Workshop	$ 3,635
MP52	Installation/Update of Infinity.Mobile	$ 10,902
MP57	**Retainage (10% of Milestones)**	$ 79,135
	Total Additional Professional Services	**$ 791,350**

Reference	**Milestone Outstanding from Original SOW – City will be billed monthly for all milestones completed during the month (i.e. one invoice per month).**	Invoice Amount (Exclusive of Taxes)
MP53	Data Conversion for Go Live	$ 6,375
MP54	Go Live	$ 25,500
MP55	Post Live Support Month 1	$ 20,400
MP56	Post Live Support Month 2	$ 20,400
MP58	Final Acceptance - Original SOW	$ 30,725
	Outstanding Professional Services from Original SOW	**$ 103,400**

Tyler Munis General Ledger

Purpose: All financial general ledger transactions created from Advanced by various processes (billing, cash receipts etc.) will be exported to Tyler Munis Financial System in order to be posted to the City's General Ledger.
Special Logic: Transactions for each batch are summarized by General Ledger account number.Selection is by batch. The debits and credits are summarized by account number. All the cash records are summarized into one line by batch number with default description of 'UCIS Pmt' Munis import process requires a txt file. The general ledger account number is based upon the City's old Chart of Accounts (COA). The old general ledger number requires the use of a cross reference file to map to the new COA created in Munis. Advanced will be configured using new COA. The file will be based on following file specification:

Tyler Munis Field	Beg Col	End Col	Length	UCIS Field
Reference 2	1	8	8	Document Number
Reference 3	9	10	2	Document Type
Effective Date MM/DD/YYYY	11	20	10	GL Date
Signed Amount(no decimals)	21	35	15	Amount
				Explanation Default descriptions: DirDebit Bank Dep UCIS Bill Paymentus LockBoxE LockBox Canc/Rebil Fin Chg(C) MARS Bal Transf Pmt Transf
Additional Description	36	45	10	
Cross Reference Account	46	57	12	Account
Comment	58	65	8	Batch Number

Tyler Munis Refund

Purpose: A refund file will be created of all accounts that have final billed and have a credit balance. This file will be imported to Tyler Munis invoice module for Accounts Payable to generate check.
Special Logic: The vendor number will be an option that the users can enter based upon One time Pay vendor processing in Tyler Munis . Selection by batch. The department field will be hardcoded to '550' for Public Utilities Department. Munis import process requires a txt file. The file will be based on the following file specification:

Tyler field	Begin At	Ends At	Value
Hdr Row Type	1	1	'H'
Hdr Vendor Number	2	7	user defined
Hdr Dept	8	10	550
Hdr Invoice Number	11	30	
Hdr Invoice Date	31	40	Format MM/DD/CCYY
Hdr Invoice Due Date	41	50	Format MM/DD/CCYY
Hdr Invoice Total	51	63	Format (no decimals
Hdr Invoice Description	64	93	Default 'UTILITY REFUND/batch#'
Dtl Row Type	94	94	'D'
Dtl Invoice Number	95	114	
Dtl Vendor Number	115	120	user defined
Dtl Line Sequence	121	122	
Dtl Description	123	152	Default 'Utility Refund/batch#
Dtl Amount	153	165	
Dtl Cross Reference	166	178	
Vdr Row Type	179	179	'V'
Vdr Vendor Number	180	185	user defined
Vdr Name One	186	220	
Vdr Address One	221	250	
Vdr Address Two	251	280	
Vdr City	281	290	
Vdr State	291	292	
Vdr Zip	293	297	

Paymentus Payments

Purpose: Paymentus is currently used by City customers with the quick pay option and/or the customer portal. The customer portal has functionality for customers to print bill, and setup email statement processing. Paymentus Agent Dashboard is also used by customer service representative to take payments over the phone or in person using credit card or e-check payments.

Special Logic: The City currently imports a customer information file (CIF) to Paymentus, Postal Pros imports bill print pdf file to Paymentus , Paymentus exports 3 daily payment posting files to UCIS. The City will require that all improved functionality including API's be implemented. Paymentus is configured to use Wells Fargo First Data for merchant services processing.

Customer Information File Specifications:
Paymentus maintains facilities to import account and customer data from an external system in a batch file format. The default file format follows a Comma Separated Value (CSV) layout as follows:

Parameter Name	Required	Length	Description	UCIS File.Data Item
Account Number	Yes	Char(32)	Account Number	F1902.NCDOCO
Invoice Number	No	Char(32)	Invoice Number	Blank
Amount Due	Yes	Number (12,2)	Amount Due	F1902.NCCURR + F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7+F1902.NCFTR+F1902.NCNAGE +F1902.NCFTR
Amount Past Due	No	Number(12,2)	Amount to be shown to the user if past due	F1902.NCAG1+ F1902.NCAG2+ F1902.NCAG3+F1902.NCAG4 + F1902.NCAG5 + F1902+NCAG6 + F1902.NCAG7
Due Date	Yes	Date mmddyyyy	Due Date	F1902.NCLBLD + 25
Authentication token1	Cond	Char(32)	If configured, user must enter matching authentication token in addition to account number to make a payment	Blank
Authentication token2	No	Char(32)	Additional authentication token	Blank
Authentication token3	No	Char(32)	Additional authentication token	Blank
Segment	No	Char(8)	CONSUMER|BUSINESS, default is CONSUMER	Blank
First Name	No	Char(64)	First name or Business contact First Name	Default

Parameter Name	Required	Length	Description	UCIS File.Data Item
Middle Name	No	Char(512)	Middle Name or Business Name	Blank
Last Name	No	Char(64)	Last Name or Business contact Last Name	F0101.ABALPH
Email	No	Char(256)		F0111.WWREM1
Day Phone	No	Number(10)	Daytime contact number	F0115. WPAR1 F0115.WPPH1
Day Ext	No	Number(10)	Daytime contact number extension	0
Evening Phone	No	Number(10)	Evening contact number	F0115. WPAR1 F0115.WPPH1
Evening Ext	No	Number(10)	Evening contact number extension	0
Address Line 1	No	Char(128)	Address line 1	F1901.NBSTNB + F1901.NBSTNM + F1901.NBDRPR
Address Line 2	No	Char(128)	Address line 2	Blank
City	No	Char(32)		F1901.NBCTY1
State/Province	No	Char(2)	State/Province abbreviation	F1901.NBADDS
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	F1901.NBADDZ
Country	No	Char(2)	Default client specific country	F1901.NBCTR
Paper suppressed	No	Boolean(1)	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	Skip column
Days past due	No	Number(2)	Number of days account is past due	0
Min Amount	No	Number(12,2)	Minimum amount to be paid, if not supplied client configured global value is used	Default from processing option
Max Amount	No	Number(12,2)	Maximum amount to be paid, if not supplied client configured global value is used	0
Max Posting Date	No	Date mmddyyyy	Client dependent additional date to be shown to user	0

Parameter Name	Required	Length	Description	UCIS File.Data Item
Max Posting Date2	No	Date mmddyyyy	Client dependent additional date to be shown to user	0
Web Channel Block	No	Boolean(1)	Y/N if payments on the web should be blocked for this account	Blank
AD Channel Block	No	Boolean(1)	Y/N if agent assisted payments should be blocked for this account	Blank

Payment Posting File

The default file format follows a Comma Separated Value (CSV) layout as follows, first line is Header Field Names, and text values are in double quotes:

Column Name	Required	Length	Description	UCIS File.Data Item
Confirmation Number	Yes	Number(12)	Payment reference number	
Payment Amount	Yes	Number (12,2)	Payment amount	
Convenience Fee	No	Number(12,2)	Convenience fee amount if applicable	
Total Amount	Yes	Number(12,2)	Total amount paid	
Merchant Fee	No	Number(12,2)	Merchant fee if configured	
Processing Fee	No	Number(12,2)	Processing fee if configured	
Payment type	Yes	Char(32)	Paymentus assigned payment type code	
Account Number	Yes	Char(32)	Customer account number	
Customer First Name	No	Char(64)	First name or Business contact First Name if configured	
Middle Name	No	Char(512)	Middle Name or Business Name if configured	
Last Name	No	Char(64)	Last Name or Business contact Last Name if configured	
Address	No	Char(128)	Address	
City	No	Char(32)		
State/Province	No	Char(2)	State/Province abbreviation	
Zip/Postal Code	No	Char(9)	Country specific zip/postal code	

Column Name	Required	Length	Description	UCIS File.Data Item
Payment Date	Yes	Date MM/dd/yyyy HH:mm	Y/N default N. Only include this column if instructed to do so by Paymentus, otherwise skip the column (and don't include the corresponding comma)	
Payment Method Type	Yes	String(32)	VISA|MC|DISC|AMEX|VISA_DEBIT|MC_DEBIT|SAV|CHQ as configured for Client	
Payment Method	Yes	String(32)	Masked payment method with last 4 digits in clear	
Origin	Yes	String(32)	Paymentus configured origin code	
Channel	Yes	String(32)	Paymentus configured channel code	
Originator	Yes	String(32)	Payment originator|user|login	
Status	Yes	String(32)	Payment status code	
Status description	Yes	String(32)	Payment status description	
Notification status	No	String(32)	Status of the corresponding payment notification if configured	

Postal Pros Bill PDF Print File

Customer Email Bill File Specifications:

Account Number
Customer Email
First Name
Last Name
Date Suppressed

Paymentus IVR

Purpose: The City will use Paymentus IVR to schedule call out for delinquent accounts, 2-day notice, and high consumption notifications.

Special Logic: The City will use Paymentus IVR to call out for delinquent accounts and customers will have the option to make a payment using Paymentus, 2-day notice and customer will have option to pay past due amount, and high consumption notification.

Delinquent Call Out File Specifications

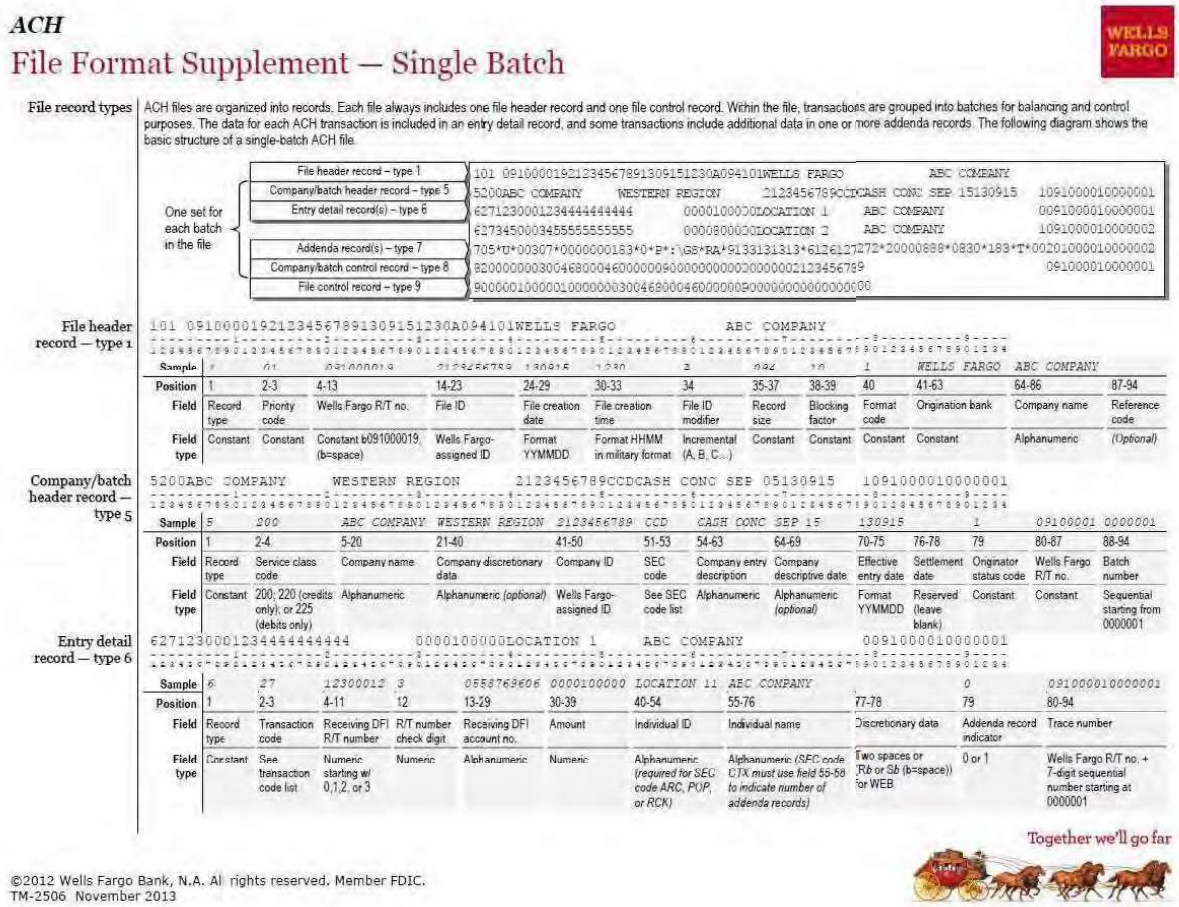
Field
Name
Phone Number
Customer Number
Account Number
Current Amount Due
Past Due Amount
Collection Level
Account Type

Wells Fargo Direct Debit

Purpose: The City sends an ACH direct debit payment file for all customers that have signed up for automatic payments.

Special Logic: ACH is run 3 times a month. Customers can sign up to have their bills automatically paid on the 5, 15, and 25th. There is maximum withdrawal amount that is defined by customer. The ACH file is based upon NACHA standards.

Direct Debit File Specifications



ACH

File Format Supplement — Single Batch

WELLS FARGO

File record types

ACH files are organized into records. Each file always includes one file header record and one file control record. Within the file, transactions are grouped into batches for balancing and control purposes. The data for each ACH transaction is included in an entry detail record, and some transactions include additional data in one or more addenda records. The following diagram shows the basic structure of a single-batch ACH file.

One set for each batch in the file:

File header record – type 1	101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY
Company/batch header record – type 5	5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 15130915 1091000010000001
Entry detail record(s) – type 6	627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001
	627345000345555555555 0000800000LOCATION 2 ABC COMPANY 1091000010000002
Addenda record(s) – type 7	705*U*00307*0000000183*0*P*:\GS*RA*9133131313*612612727 2*20000888*0830*183*T*00201000010000002
Company/batch control record – type 8	820000000300468000460000090000000000000000212345678 9 091000010000001
File control record – type 9	900000100000100000003004680004600000090000000000000000

File header record — type 1

101 091000019212345678913091512 30A094101WELLS FARGO ABC COMPANY

Sample	1	01	091000019	2123456789	130915	1230	A	094	10	1	WELLS FARGO	ABC COMPANY	
Position	1	2-3	4-13	14-23	24-29	30-33	34	35-37	38-39	40	41-63	64-86	87-94
Field	Record type	Priority code	Wells Fargo R/T no.	File ID	File creation date	File creation time	File ID modifier	Record size	Blocking factor	Format code	Origination bank	Company name	Reference code
Field type	Constant	Constant	Constant b091000019 (b=space)	Wells Fargo-assigned ID	Format YYMMDD	Format HHMM in military format	Incremental (A, B, C...)	Constant	Constant	Constant	Constant	Alphanumeric	*(Optional)*

Company/batch header record — type 5

5200ABC COMPANY WESTERN REGION 2123456789CCDCASH CONC SEP 05130915 1091000010000001

Sample	5	200	ABC COMPANY	WESTERN REGION	2123456789	CCD	CASH CONC	SEP 15	130915		1	09100001	0000001
Position	1	2-4	5-20	21-40	41-50	51-53	54-63	64-69	70-75	76-78	79	80-87	88-94
Field	Record type	Service class code	Company name	Company discretionary data	Company ID	SEC code	Company entry description	Company descriptive date	Effective entry date	Settlement date	Originator status code	Wells Fargo R/T no.	Batch number
Field type	Constant	200; 220 (credits only); or 225 (debits only)	Alphanumeric	Alphanumeric *(optional)*	Wells Fargo-assigned ID	See SEC code list	Alphanumeric	Alphanumeric *(optional)*	Format YYMMDD	Reserved (leave blank)	Constant	Constant	Sequential starting from 0000001

Entry detail record — type 6

627123000123444444444 0000100000LOCATION 1 ABC COMPANY 0091000010000001

Sample	6	27	12300012	3	0558769606	0000100000	LOCATION 11	ABC COMPANY		0	091000010000001
Position	1	2-3	4-11	12	13-29	30-39	40-54	55-76	77-78	79	80-94
Field	Record type	Transaction code	Receiving DFI R/T number	R/T number check digit	Receiving DFI account no.	Amount	Individual ID	Individual name	Discretionary data	Addenda record indicator	Trace number
Field type	Constant	See transaction code list	Numeric starting w/ 0,1,2, or 3	Numeric	Alphanumeric	Numeric	Alphanumeric *(required for SEC code ARC, POP, or RCK)*	Alphanumeric *(SEC code CTX must use field 55-58 to indicate number of addenda records)*	Two spaces or *RB* or *SB* (b=space)) for WEB	0 or 1	Wells Fargo R/T no. + 7-digit sequential number starting at 0000001

Together we'll go far

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TM-2506 November 2013

Addenda record — type 7

```
705*U*00307*0000000183*0*P*:\GS*RA*9133131313*6126127272*20000888*0830*183*T*00201000010000002
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	7	05	*U*00307*...*T*002010	0001	0000002
Position	1	2-3	4-83	84-87	88-94
Field	Record type	Addenda type code	Payment-related information	Addenda sequence number	Entry detail sequence number
Field type	Constant	05 for PPD, CCD, and CTX	Alphanumeric	Sequential number beginning with 0001; Resets to 0001 for the beginning of each type 5 record	Numeric

Company/batch control record — type 8

```
8200000003004680004600000090000000000000000002123456789                    091000010000001
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	8	200	000003	0046800046	000000900000	000000000000	2123456789			09100001	0000001
Position	1	2-4	5-10	11-20	21-32	33-44	45-54	55-73	74-79	80-87	88-94
Field	Record type	Service class code	Entry/addenda count	Entry hash	Total batch debit entry dollar amount	Total batch credit entry dollar amount	Company ID	Message authentication code	Blank	Wells Fargo R/T number	Batch number
Field type	Constant	Must match data in type 5 record	Numeric	Numeric	Numeric	Numeric	Must match data in type 5 record	Spaces	Spaces	Constant	Must match data in type 5 record

File control record — type 9

```
9000002000001000000040046800046000000900000000000200000
---------1---------2---------3---------4---------5---------6---------7---------8---------9----
12345678901234567890123456789012345678901234567890123456789012345678901234567890123456789012345
```

Sample	9	000002	000001	00000004	0046800046	000000900000	000000200000	
Position	1	2-7	8-13	14-21	22-31	32-43	44-55	56-94
Field	Record type	Batch count	Block count	Entry/addenda record count	Entry hash total	Total file debit entry amount	Total file credit entry amount	Filler (spaces)
Field type	Constant	Numeric	Numeric *(optional)*	Numeric	Numeric	Numeric	Numeric	Spaces

SEC codes and transaction codes

Standard Entry Class codes	
PPD	Prearranged payment and deposit entries
CCD	Corporate credit or debit
CTX	Corporate trade exchange

Transaction codes for checking accounts	
22	Credit
23	Prenote credit
27	Debit
28	Prenote debit

Transaction codes for savings accounts	
32	Credit
33	Prenote credit
37	Debit
38	Prenote debit

Wells Fargo Lockbox

Purpose: The City receives a lockbox payment file from Wells Fargo for those customers that have mailed their payment thru the payment envelope provided by the City in the bill.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments.. A custom program will create a pending receipts batch file to be posted to the customers accounts.

LockBox File Specifications

Field	Begin	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	26

Wells Fargo LockboxE

Purpose: The City receives a LockboxE file from Wells Fargo for those customers that have paid their bill thru Wells Fargo electronic payment process.

Special Logic: The City automatically downloads a txt file from Wells Fargo SFTP server of mailed in payments. A custom program will create a pending receipts batch file to be posted to the customers' accounts.

LockBoxE File Specifications

Field	Beg	End
Account Number	1	8
Transaction Amount	9	19
Date YYMMDD	20	25
Name	26	41

MARS Payment File

Purpose: The City logs on to the MARS website for payments that customers have made thru their online bank payment website.

Special Logic: These payments are currently being entered manually. The file specification below was created and tested in previous project. The City will automatically download a txt file from SFTP server A custom program will create a pending receipts batch file to be posted to the customers' accounts.

MARS File Specifications

Field
Name
Address1
Address2
City
State
Zip
Phone
Account
Payment Amount
Merchant Name
Merchant Address
Merchant City
Merchant State
Merchant Zip

Virtuoso Collection File Record Layout

Purpose: Closed accounts with balances older than 60 day are sent to Virtuoso Collection Agency.

Special Logic:

1. Select records where open amount owed is in date range of specified begin date and the current date.
2. Include open amount greater than specified limit.
3. Verify that account is closed.
4. Headings are required in the file.
5. Customer Name is in double quotes.
6. Date format MM/DD/CCYY
7. Decimal point is included in Total_Due

Virtuoso File Specifications:

Record Type	Length
Heading	269
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Acct_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Addr
ADR1	16	144	159	Mailing_Addr
ADR2	16	160	175	Mailing_Addr2
ADR3	16	176	191	Mailing_Addr3
ADR4	16	192	207	Mailing_Addr4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone#
PH2	8	232	239	Phone#2
PHN1	6	240	245	Cell#
PHN2	6	246	251	Work#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Santa Fe County Lien File

Purpose: The City may file a lien for past due accounts greater than $100.00. A lien is filed for each utility on the account past due. The liens are filed with The Santa Fe County Clerk's Office.

Special Logic: Santa Fe County Clerk will record up to 25 liens in one process. Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years. The report is formatted based upon requirements from the County Clerk. The City charges customers $30.00 for each lien on the account (ie. refuse, sewer, water.). A letter is generated notifying the customer a lien has been placed.
Additional selection is account type is 'owner', exclude mobile home accounts, any open service, skip sending letter if lien has been filed in the last 4 years.

Lien File Report Format

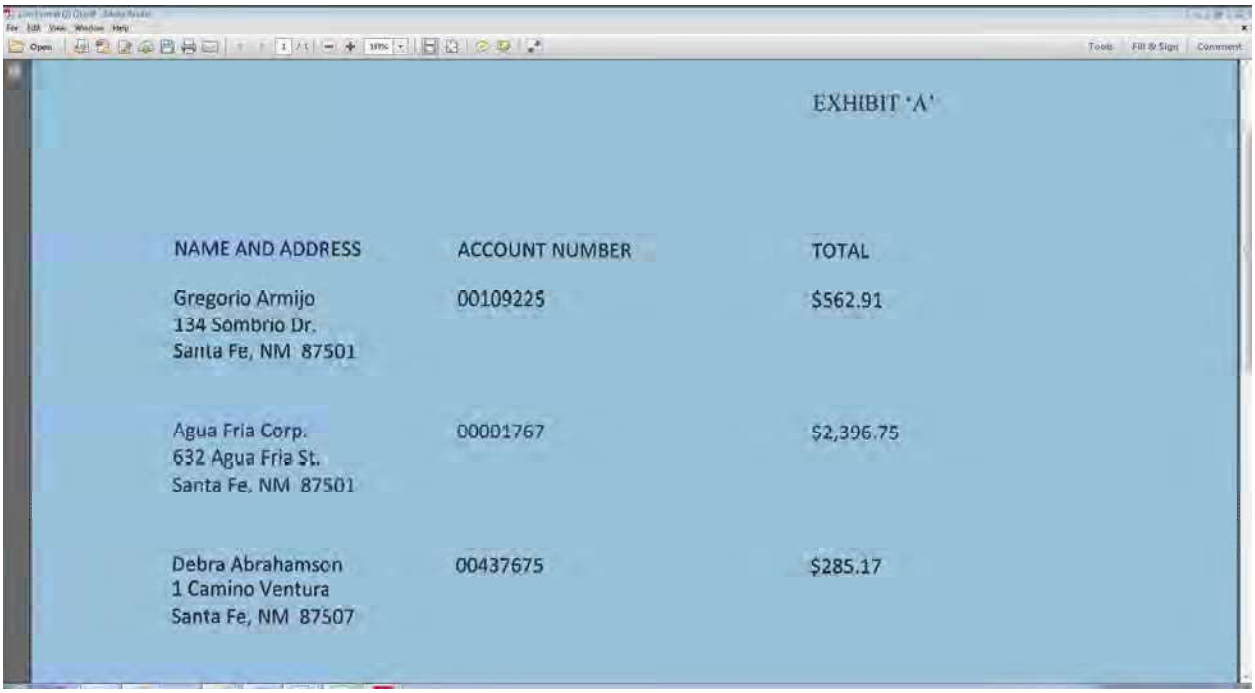

EXHIBIT 'A'

NAME AND ADDRESS	ACCOUNT NUMBER	TOTAL
Gregorio Armijo 134 Sombrio Dr. Santa Fe, NM 87501	00109225	$562.91
Agua Fria Corp. 632 Agua Fria St. Santa Fe, NM 87501	00001767	$2,396.75
Debra Abrahamson 1 Camino Ventura Santa Fe, NM 87507	00437675	$285.17

Lien Letter File

Record Type	Length
Heading	360
Detail	495

*comma delimited format

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

Beacon Provisioning Process

Purpose: Beacon AMI solutions requires that all meters and accounts be uploaded to Beacon prior to meter reading export process. The reads are brought in based upon route and cycle. This interface will use Beacon API to update Beacon database with account and meter etc inforation.

Special Logic:

Program to populate Beacon water meter provisions formatted file

1. Dream Writer Version selection only using Meter Type = 'WTR' and 'WTC' and 'WTF', select specific meter route(s) and read cycle(s), Item Number(s) (F1905.NUMB), Service Address(s) (F1905.SAID).
2. Select records when unit number is greater than 100,000,000 to indicate valid endpoint.
3. Select records where Meter Type is equal to 'Y'.
4. Select records where meter connection ending effective date is the most recent even if it is a closed connection date or '999999'.
5. Determine High/Low Reads – Get the last consumption from the Meter Readings file when Estimated Read (F1930.MTES) is not '1' and not 'Y' and Status (F1930.MRST) is not 'C'. High Read equals previous consumption multiplied by .20 then added to the consumption. Low Read equals last consumption. When no last consumption record is found the High/Low Read values are zero.
6. Write to report, when last consumption is greater than calculated high consumption or last consumption is zero and previous consumption is zero.

Beacon Provisions File Specifications:

* File keyed/sorted by Read Cycle (RDCY) and Meter Route (MRTE)

Field Name	Field Description	Size	Formatting	UCIS File Mapping
Q1DOCO	Account_ID	32 A		F1903.DOCO
Q1FNAM	Account_First_Name	32 A		Blank
Q1LNAM	Account_Last_Name	32 A		Blank
Q1ALPH	Account_Full_Name	64 A		F0101.ALPH
Q1EMAL	Account_Email	28 A		Blank
Q1APHN	Account_Phone	16 A		Blank
Q1BAL1	Billing_Address_Line1	64 A		Blank
Q1BAL2	Billing_Address_Line2	64 A		Blank
Q1BCTY	Billing_City	64 A		Blank
Q1BSTA	Billing_State	2 A		Blank
Q1BZIP	Billing_Zip	9 A		Blank
Q1BCTR	Billing_Country	2 A		Blank
Q1SAID	Location_ID	40 A		F1905.SAID
Q1LCNA	Location_Name	64 A		Blank

Q1LAL1	Location_Address_Line1	64 A		F1901.STNB+ F1+901.STNM+ F1901.DRPR
Q1LAL2	Location_Address_Line2	64 A		Blank
Q1CTY1	Location_City	64 A		F1901.CTY1
Q1ADDS	Location_State	2 A		F1901.ADDS
Q1ADDZ	Location_Zip	9 A		F1901.ADDZ
Q1LCTR	Location_Country	2 A		Blank
Q1BLK1	Location_Latitude	15 A		F1901.BLK1
Q1LOTA	Location_Longitude	15 A		F1901.LOTA
Q1MPOS	Service_Point_ID	40 A		F1905.MPOS
Q1SPTY	Service_Point_Type	1 A		'W'
Q1RDCY	Service_Point_Cycle	12 A		F1905.RDCY
Q1MRTE	Service_Point_Route	12 A		F1905.MRTE
Q1SPCD	Service_Point_Class_Code	12 A		F1902.UCLT
Q1SPCN	Service_Point_Class_Code_Normalized	24 A		Blank
Q1SPLT	Service_Point_Latitude	15 A		F1901.BLK1
Q1SPLG	Service_Point_Longitude	15 A		F1901.LOTA
Q1NUMB	Meter_ID	24 A		F1905.NUMB
Q1ASID	Meter_SN	64 A		F1201.ASID
Q1MMNU	Meter_Manufacturer	32 A		"Badger Meter"
Q1MMDL	Meter_Model	20 A		F1201.FA1 to get description from UDC 12/F1. F0005.DL01 the first 10 characters
Q1MSIZ	Meter_Size	10 A		F1201.FA2 to get description from UDC 12/F2. F0005.DL01 the first 5 characters
Q1MIDT	Meter_Install_Date	10 A	MM/DD/CCYY	F1905.IND
Q1MIRD	Meter_Install_Start_Date	9 A		Blank

Q1MRDT	Meter_Removal_Date	10 A		Blank
Q1MRED	Meter_Removal_End_Reead	9 A		Blank
Q1SADT	SA_Start_Date	10 A	MM/DD/CCYY	F1905.IND
Q1SAED	SA_End_Date	10 A		Blank
Q1APID	Endpoint_SN	20 A		F1201.APID
Q1EPTY	Endpoint_Type	1 A		“J”
Q1RGNM	Register_Number	1 A		Blank
Q1RUOM	Register_Unit_Of_Measure	12 A		“GAL”
Q1RRES	Register_Resoluton	6 A		F1201.FA3
Q1BUOM	Billing_Unit_Of_Measure	12 A		“GAL”
Q1BRES	Billing_Resolution	6 A		100
Q1BOFF	Billing_Offset	3 A		Blank
Q1EIDT	Endpoint_Install_Date	10 A	MM/DD/CCYY	F1201.RMK or F1905.IND if F1201.RMK is blank
Q1ERDT	Endpoint_Removal_Date	10 A		Blank
Q1MSEQ	Read_Sequence	6 A		F1905.MSEQ
Q1ALCD	Alert_Code	2 A		Blank
Q1HRLT	High_Read_Limit	9 A		F1930.CNSM / Program logic #5
Q1LRLT	Low_Read_Limit	9 A		F1930.CNSM

Beacon Meter Reading Import/Export Process

Purpose: Beacon AMI solution requires an import of routes and customer account information which will allow for meter reads to be downloaded to billing system. The reads are brought in based upon route and cycle.

Special Logic: The BEACON Web Services API consists of different APIs: BEACON Data Exchange Import API and BEACON Export Data Service API v1 and v2. The documentation explains how to authenticate and get access to the API endpoints, how to create requests to the various API methods and how to interpret the results of API responses.
By calling various BEACON features through code, you can extend the system and create customized reports and other extensions to achieve specific requirements.

. Click this link to Beacon help page that includes information on Beacon API functionality.

Postal Pros Bill Print File

Purpose: The billing process creates a flat file of accounts that were billed.

Special Logic: The file has data for current month consumption, previous month consumption, and same time last year consumption in graph form.

Bill Print File Specification:

Header Record Format

From	To	Field	Description	Comments
1	2	$TYHDR	Record Format Type	'HD'
3	5	$HSEQ#	Sequence #	Sequential #
6	15	$ACCT#	Account #	
16	25	$AN8##	Address Number	
26	35	$DDATE	Net Due Date	99/99/99
36	56	$AMTDU	Amount Due	
57	77	$SCANL	Scan Line	
78	107	$PAYMS	Pay Name	
108	147	$ADD01	Address Line 1	Address Line 1
148	187	$ADD02	Address Line 2	Address Line 2
188	227	$ADD03	Address Line 3	Address Line 3
228	267	$ADD04	Address Line 4	Address Line 4
268	307	$ADD05	Address Line 5	Address Line 5
308	347	$ADD06	Address Line 6	Address Line 6
348	357	$INVDT	Invoice Date	Bill Date
358	372	$INVAT	Bill Amount	Current Bill Amount
373	387	$DDEFA	Default Amount	DPA Default Amount
388	392	$BLTY	Bill Type and Bill Format Code	
393	396	$DVRT	Divert Code	
397	397	$PSTD	Past Due Flag	
398	398	$AGGF	Aggregation Indicator	
399	408	$BPST	Bill Period Start Date	
409	418	$BPED	Bill Period End Date	99/99/99
419	427	$BLKS	Blanks	
428	442	$ADD09	Energy Assistance (Cancel Bill) Amount	
443	467	$TLADJ	Total Adjustments	
468	488	$OBALF	Balance Forward	

From	To	Field	Description	Comments
489	509	$LPAYA	Last Payment Amount	
510	519	$LPAYD	Last Payment Date	99/99/99
520	534	$DPABL	DPA Balance	
535	549	$DPAPD	DPA Payment Due	99/99/99

Email Line Record Format

From	To	Field	Description	Comments
1	2	$TYEML	Record Format Type	'EM'
3	5	$ESEQ#	Sequence #	Sequential #
6	25	$EAACT	Account #	
26	28	$ECDE3	Email Statement	'EST' 'PAY'
29	200	$EEML	Email Address	

Service Address Record Format

From	To	Field	Description	Comments
1	2	$TYSAD	Record Format Type	'SA'
3	5	$SSEQ#	Sequence #	Sequential #
6	25	$SAACT	Service Agreement Account ID	Account Number with the billing cycle code (BLCY) concatenated 1 space after the account number.
26	65	$SADDR	Service Address Information	
66	75	$SASAD	Service Address Number	

Message Line Record Format

From	To	Field	Description	Comments
1	2	$TYMSG	Record Format Type	'MS'
3	5	$MSEQ#	Sequence #	Sequential #
6	25	$MAACT	Account #	
26	200	$MSGLN	Message	

Non-Water Meter Record Format

From	To	Field	Description	Comments
1	2	$TYNWT	Record Format Type	'NW'
3	5	$NSEQ#	Sequence #	Sequential #
6	25	$NAACT	Account #	
26	28	$NMPOS	Meter Position	
29	58	$NSTYP	Service Type	
59	88	$NSDSC	Service Description	
89	109	$NAMT	Total Amount	

Water Meter Reads Record Format

From	To	Field	Description	Comments
1	2	$TYWTR	Type	'WT'
3	5	$WSEQ#	Sequence #	Sequential #
6	25	$WAACT	Account #	
26	28	$WMPOS	Meter Position	
29	35	$WCRED	Current Meter Reading	
36	42	$WPRED	Prior Meter Reading	
43	52	$WCRDT	Current Read Date	99/99/99
53	62	$WPRDT	Prior Read Date	99/99/99
63	83	$WCNSM	Billable Units – Consumption	
84	103	$WCRTY	Current Meter Reading Type	
104	123	$WRPTY	Prior Meter Reading Type	
124	133	$WNUMB	Item Number	
134	143	$WDAYS	Number of Days in Bill Period	

Graph Record Format

From	To	Field	Description	Comments
1	2	$TYGRP	Type	'GR'
3	5	$GSEQ#	Sequence #	Sequential #
6	25	$GAACT	Account #	
26	28	$GMPOS	Meter Position	
29	38	$GCRDT	Current Read Date	99/99/99
39	45	$GCRRD	Current Read	
46	66	$GCRCN	Current Consumption	
67	76	$GLTDT	Last Month Read Date	99/99/99
77	83	$GLTRD	Last Month Read	
84	104	$GLTCN	Last Month Consumption	
105	114	$G12DT	12 Months Ago Read Date	99/99/99
115	121	$G12RD	12 Months Ago Read	
122	128	$G12CN	12 Months Ago Consumption	

Trailer Record Format

From	To	Field	Description	Comments
1	2	$TYTLR	Record Format Type	'TR'

From	To	Field	Description	Comments
3	5	$TSEQ#	Sequence #	Sequential #
6	15	$TTCNT	Total Record Count	Total line count.

Postal Pros Letter Files

Purpose: The City currently send data file to postal pros to print continuous consumption letters, final bill letters, and lien letters. This is the same layout as the Lien output file. Same with Virtuoso letter . The 2 day notice letter is done by the city.

Special Logic: The Final bill letter is send to customer when the account has final billed and is 30 days past due. If the account has not been paid 30 days after the final bill letter. The account is sent to Virtuoso for Collections action.

Final Bill Letter File

Output File Record Layout

UCIS Field Name	Length	From Position	To Position	Field Header
DOCO	14	1	14	Account_Number
ALPH	13	15	27	Customer_Name
UCLT	13	28	40	Customer_Type
LBLD	16	41	56	Last_Billed_Date
DMT	13	57	69	Last_Pay_Date
EFT	13	70	82	Contract_Date
DLQ	16	83	98	Delinquency_Date
CED	17	99	115	Contract_End_Date
CURR	9	116	124	Total_Due
MSSN	4	125	128	SSN#
ADD1	15	129	143	Service_Address
ADR1	16	144	159	Mailing_Address1
ADR2	16	160	175	Mailing_Address2
ADR3	16	176	191	Mailing_Address3
ADR4	16	192	207	Mailing_Address4
CTY1	4	208	211	City
ADDS	5	212	216	State
ADDZ	8	217	224	Zip_Code
PH1	7	225	231	Phone_#
PH2	8	232	239	Phone_#2
PHN1	6	240	245	Cell_#
PHN2	6	246	251	Work_#
REM1	5	252	256	Email
DOB	13	257	269	Date_of_Birth

ESRI ARC GIS

Purpose: The City will have ability to use ARC GIS to for information on service address location and meter information that is currently housed in City's GIS. This should functionality integrated in Advanced CIS.

Special Logic: This should functionality integrated in Advanced CIS.

GIS /Service Address Verification and Validation

1. **Purpose**: The purpose of this interface is to keep the addresses in CIS and GIS in sync. The addresses will be created in GIS. Advanced will use an API to do a real time call to GIS to validate address If the address is not in the GIS file , there is a warning message or approval process before user can proceed.

   Special Logic:

Meter Inventory Import

Purpose: This import will create a meter asset record in Advanced CIS based upon meter purchased for inventory.

Special Logic: Meters are purchased in large quantities. Each meter has an assigned endpoint. The meter and endpoint inventory information will be provided in an excel spreadsheet.

Meter Inventory File Specification:
Meter Number
Endpoint Number
Meter Size
Resolution
Meter Model
Purchase Order Number
Purchase Date

User Input and Default Values:
Default description of '5/8" M25 Badger Water Meter'
Default company of '5300'
Default parent number of '9999999'
Default business unit of '52363'
User input for date acquired
Default equipment status of 'In Inventory'
Default account number '5300.121370'
Default item quantity of '1'
Default location code of 'SDCWTD'
User input for purchase order# in remark field
User input for start date
Default flag for residential water billing ('WTR')
Default code for 6 Dials
Default code for 'Public Works'
Default code for 'M25'
Default code for 5/8" meter size
Default .01 for meter resolution
Default code for 'Beacon' meter type
Default code for Unit of Measure '100'
Default code for 'Transfer Meter' label
Default '52209.57055' for Original Cost Account
Default code for Equipment Class 'Utility Systems'
Default code for Accounting Class 'Equipment & Machinery'

Sample Excel Spreadsheet:

216 ▪ 5/8" BADGER M▪25 METERS US GALLONS w/ ENDPOINTS / PO#18194864, 01/31/2019.														
CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #		CSF#	MNF#	END POINT #
150768	150768	110491228		150818	150818	110491198		150868	150868	110497909		150918	150918	110493379
150769	150769	110491180		150819	150819	110491185		150869	150869	110497530		150919	150919	110491275
150770	150770	110493369		150820	150820	110492709		150870	150870	110501079		150920	150920	110975504
150771	150771	110491282		150821	150821	110491215		150871	150871	110501179		150921	150921	110491268
150772	150772	110491317		150822	150822	110491204		150872	150872	110501075		150922	150922	110491305
150773	150773	110491272		150823	150823	110491186		150873	150873	110497544		150923	150923	110491153
150774	150774	110491196		150824	150824	110491314		150874	150874	110499149		150924	150924	110491205
150775	150775	110491191		150825	150825	110491325		150875	150875	110495602		150925	150925	110491304
150776	150776	110493498		150826	150826	110489901		150876	150876	110501112		150926	150926	110491320
150777	150777	110491242		150827	150827	110490060		150877	150877	110497461		150927	150927	110491224
150778	150778	110491286		150828	150828	110490025		150878	150878	110497620		150928	150928	110491219
150779	150779	110491258		150829	150829	110491207		150879	150879	110497795		150929	150929	110491309
150780	150780	110491189		150830	150830	110491070		150880	150880	110499125		150930	150930	110489722

Winter Average

Purpose: The city has some unique billing requirements for sewer. All residential accounts are billed variable sewer based upon 3 month winter average for reads in December, January and February.

Special Logic: The winter average process totals consumption per service address within the three month date range (December, January, February)
- skips reads that are canceled
- skips reads where consumption is zero and read type is a 'turn on' or 'turn off' or read source is a 'work order read'
- totals all valid reads per month
- if the total for a specific month is less than the minimum of 1000 and not zero then the minimum is the consumption for the month
- if total for all months is greater than zero then divide consumption by the number of months that any valid read was found
- if the total for all months is zero then the minimum (1.0) is the average consumption

**there could be multiple meter positions per service address so all the consumption are included in the average calculation for the service address

Low Income Credit

Purpose: The City offers an annual and quarterly Low Income Credit (LIC) for customers that apply and income is within 150% of federal poverty guidelines. The annual credit automatically credits back residential refuse charges, sewer charges, and water service charges. Customers are responsible for consumption.

Special Logic: The annual credit setup on the account as a credit bill item table. The quarterly adjustment is processed as an adjustment that is credited in total the first month of the adjustment.

COD Billing Calculation

Purpose: Chemical on Demand (COD) is used to test grease in oil traps used by restaurants using the attached complex calculation.

Special Logic:

COD Calculation:
Average consumption * COD = SUM
SUM * % of water use = SUM
SUM * per lb of COD = SUM
SUM * convert factor = SUM
SUM * Tax = Total COD Amount

- Average consumption is a calculated amount based on water consumption for commercial accounts
- COD is a retrieved value from RSCOD file by order number
- % of water use is a user defined value (code = WU /090)
- per lb of COD is a user defined value (code = LB/039)
- convert factor is a user defined value (code = CF/834)
- Tax is a user defined value (code = TAX/105)

Exhibit B – Link Enterprise

Item & Requirements	Deliverable
<u>Site Registration:</u> Ability for customers to register for account access. An email confirmation will be sent to customers to validate their registration request. A welcome email will be sent after confirmation.	Online form for customer to enter: o Username o Password o Security Question/Answer o Paperless billing opt-in o Email consent opt-in o First name/Last name o Email o Telephone o Mobile o Account Number o Registration token (Meter Number, Zip, SSN, etc.) o Google reCAPTCHA v2 o Accept Terms & Conditions Verification email template. Online account welcome email template.
<u>Reset Password:</u> Ability for customers to reset their forgotten password or disabled login.	Online form for customer to enter email address. Email template with encrypted link to reset password workflow where customers will need to enter a response to their security question. Successful answers will allow customers to enter a new password with a password strength indicator.
<u>Forgot Username:</u> Ability for customers to request a forgotten username.	Online form for customers to enter account number and Registration token (Meter Number, Zip, SSN, etc.) Email template with username reminder.
<u>Login:</u> Login page for customers to access the portal.	Online form for customers to enter username and password for site login. Links to: o registration o reset password o forgot access code o contact us Quick/One-time Pay option that will link to Paymentus one-time payment page.

	Messaging for site features and various corporate programs.
<u>Customer Dashboard:</u> Show a dashboard after login containing a summary of the customer account information.	Ability to view and select multiple accounts linked to the site login. **Selected account** ribbon showing: o Past Due Alert o Account number o Service address o Customer name o Account balances o Total Balance o Current Balance o Past Due o Payment plan o Nickname **Navigation tabs** providing access to various site features based on the customer type. **Current Bill** section showing: o Current balance o View current bill button o Pay bill button o Pre-authorized payment messaging if applicable **My Recent Usage** section showing: o Usage on current bill o Usage on previous bill o Amount of usage more or less than previous bill o Reasons why usage is higher or lower o Link to view more history **My Recent Account Activity** section showing a table of the 5 most recent transactions for the account. Columns can include: o Transaction date o Description o Amount o Balance o Link to view all transaction history Left Carousel showing carousel slides specific to CDM activities and programs. Right Carousel showing carousel slides specific to CDM activities and programs Rate this page comments and star ratings

<u>Bills & Payment:</u> Show account billing history with the ability to view PDF bills and pay bills online via SSO integration with the PCI compliant payment portal provider (Paymentus). Notifications to customers for new bills, payment reminders and late payments also managed by payment portal provider (Paymentus).	Show a listing of bills available online for the current account. o Bill listing will be retrieved from AUS Infinity CIS. o Bill image PDFs will be retrieved from AUS Infinity CIS **My Electronic Bills** section listing details can include: o View Bill Button o Bill Date o Bill Amount o Due Date **Pay Bill** section showing: o Current Balance o Pre-authorized payment enrolment messaging if applicable o Pay My Bill Button with SSO link to Paymentus landing page. o Auto Pay Button with SSO link to Paymentus landing page. o Paperless Button with SSO link to Paymentus landing page.
<u>Payment Activity:</u> Show account payment history showing debit and credit activity with the ability to download details in spreadsheet format.	Show a listing of charges and payments for the current account. o Payment history will be retrieved from AUS CIS. **Your Payment Details** section can include: o Payment Date o Description o Amount o Balance o Download to spreadsheet button will generate a CSV file for customers to download.
<u>Billed Consumption (Non-Smart Meter) Usage:</u> Show billed consumption (non-smart meter) reading details for Water services in an interactive chart with reading details available in a table format. Provide the ability to download reading details in spreadsheet format.	Show navigation buttons for access to Water based on the customer profile. o Usage history will be retrieved from AUS Infinity CIS. **Usage Report Subscription** button allows customers to subscribe to the portal reporting service where usage reports and attachments can be emailed on a selected schedule. *<u>NOTE</u>: Usage Report Subscriptions are dependent on a water usage nightly extract file implementation* **My Events** section includes: o Allow customer to define events that mark important dates that could impact usage. Events can be shown on the chart as annotations. **Interactive Chart** section can include: o Dropdown select list of meters attached to the current account.

	○ Usage summary tiles for lowest usage, highest usage and average usage for the past X months. Tile details will show usage units, cost (if available) and billing period. ○ Consumption bar charts showing monthly reads and temperature overlays – average temperature, humidity and precipitation. **Consumption Details** table section can include: ○ Meter ID ○ Reading date ○ Description ○ Consumption ○ Download to spreadsheet button will generate a CSV file for customers to download.
<u>Compare Last Bill:</u> Similar to My Recent Usage widget on the dashboard with the ability to compare other read dates.	Usage history will be retrieved from CIS Infinity. **Compare Last Bill** section showing: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Amount (if available) or Value inquiries where Amount presents the usage in dollar amounts and Value presents the usage in Electric and Water values. ○ Dropdown select list of billing periods available for inquiry. ○ Usage on current bill ○ Usage on previous bill ○ Amount of usage more or less than previous bill ○ Reasons why usage is higher or lower
<u>Compare Usage to Last Year:</u> Show customers their usage this year and how it compared to last year along with weather overlays	Usage history will be retrieved from CIS Infinity. **Compare Usage to Last Year** section can include: ○ Dropdown select list of meters attached to the current account. ○ Dropdown select list for Usage inquiries where Usage presents consumption in units of measure. ○ Interactive chart showing consumption bars for the billing periods this year and last year. ○ Weather overlays for current and previous year – average temperature, humidity and precipitation.
<u>Compare Usage in My Area:</u> Show customers how their Water usage compares to their previous billing period and surrounding neighbours with similar account types.	Not in Scope

Service Requests: Show account service request summary with the ability to download details in spreadsheet format.	Show a listing of CIS Infinity service requests for the current account that are available for online viewing. ○ Service request history will be retrieved from CIS Infinity. **Your Service Request Summary** section can include: ○ Request date ○ Request Number ○ Request Type ○ Status ○ Download to spreadsheet button will generate a CSV file for customers to download.
My Profile: Provide a facility for customers to manage their portal login profile to change personal details, add/remove accounts and set various alerts.	**My Account Profile** section can include: ○ Username ○ First & Last Name ○ Security question and answer ○ Email ○ Telephone & Extension ○ Mobile ○ E-Billing (paperless) opt-in/out ○ Email consent opt-in/out ○ Password with password indicator **Account Access List** section can include: ○ Add account – Account Number and Registration token (Meter Number, Last Payment, SSN, etc.) ○ Favourite account selector/indicator ○ Account Number ○ Nickname ○ Service Address **My Subscriptions** section can include: ○ Subscription button to sign-up, change or unsubscribe to the report ○ Report name ○ Subscription settings ○ Last Sent – date and time ○ *NOTE: Subscriptions are dependent on a water usage nightly extract file implementation*
Profile – Guest Access: Provide a facility for customers to invite and manage guest users for online access to their accounts.	**Invite someone for Guest Access** section includes: ○ Account number dropdown list ○ Guest Email ○ Access Settings **You have granted Guest Access** section includes: ○ Account Number

	○ Guest Email ○ Guest Status ○ Access Details **You have been invited as a Guest** section includes: ○ Account Number ○ Name ○ Access Details
Customer-Facing Smart Forms Provide customers the ability to submit specific service requests.	**Customer-Facing Smart Forms** to be delivered**:** ○ New Customer Application ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request

Setup Server & Install Software

	Description	Comments	Responsible
	Install hardware	Santa Fe to setup a server connected to the Internet. Santa Fe will provide remote access to this server to AUS for the duration of the project where AUS can install and configure the solution as required.	Santa Fe
	Install/Configure App Server	AUS to install and configure the Application Server.	AUS
	Install & Configure Web Server	AUS to install and configure the HTTP Server software.	AUS
	Install & Configure Web Server Plugin	AUS to install and configure the Web Server plugin software.	AUS
	Install & Configure Database	AUS to install and configure Database software and load Link Enterprise database.	AUS
	Link Enterprise Folders	AUS to setup transfer folders and scheduled jobs for nightly data import/export of data if required.	AUS
	Email Server Availability	Santa Fe to provide access to an email server so that Link Enterprise can send email notifications to customers in the public domain. Needs to relay messages as required.	Santa Fe

Configure Link Enterprise

	Description	Comments	Responsible
Customer Account Portal			
	Determine Registration page criteria	Santa Fe to determine what information will be required by customers to register new web accounts.	Santa Fe
	Customer service/support emails and notification lists	Santa Fe to provide a list of customer service or support emails that will get notified for site issues.	Santa Fe
	Customize content for portal pages:	Santa Fe to review content text and provide updates to AUS team to apply to the site.	Santa Fe / AUS
	Account Master (ACCMST) Integration	AUS integration points for customer account and service details using CIS Infinity RESTful APIs.	AUS
	Payment History (PAYHIST) Integration	AUS integration points for customer transaction history (debit & credit) details using CIS Infinity RESTful APIs.	AUS
	Water Consumption (WATCONSUM) Integration	AUS integration points for customer Water consumption details using AUS Web Service APIs.	AUS
	WATCONSUM Data Extract	AUS to populate Water consumption information (Subscription Reporting) based on documentation provided by AUS. AUS to configure and test CIS data extracts.	AUS
	Portal User Profile (USRMST) Integration	AUS integration points for portal user profile updates using CIS Infinity RESTful APIs.	AUS
	E-Bill History (BILLMST) Integration	AUS integration points for customer bill history details using CIS Infinity RESTful APIs.	AUS
	E-Bill Image Presentment	AUS integration points for customer bill PDF web presentment using CIS Infinity RESTful APIs.	AUS
	E-Bill Notification	Managed by Paymentus	Paymentus
	Online Payment Integration	AUS integration points for customer online payment using Paymentus Web Service APIs.	AUS
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe

	SSL Certificate for site	AUS to generate SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Email template customization	Santa Fe to provide specific layout of email notification templates including: ○ Forgot Password ○ Forgot User Name ○ Registration Request ○ Registration Confirmation ○ Guest Access ○ Subscription Reports	Santa Fe / AUS
	Verify email working	AUS to test email flow and verify receipt.	AUS
	Setup Test Server	AUS to setup a test server environment for ongoing support and upgrade testing.	AUS

Configure Link Enterprise Smart Forms

	Description	Comments	Responsible
Forms & Integration			
	Determine Specific Field Validation Rules	Santa Fe to determine specific validations for mandatory field and account field masks. AUS to configure.	Santa Fe / AUS
	Form Wording	Santa Fe to provide wording for terms and conditions. Santa Fe to provide any field label changes. AUS to implement.	Santa Fe / AUS
	Field Selection	Santa Fe to review form field selections and provide any required changes. AUS to configure.	Santa Fe / AUS
	Site Images and Form Headers	Santa Fe to provide form images and header requirements. AUS to implement.	Santa Fe / AUS

	Confirmation Email Wording	Santa Fe to provide wording and details for the confirmation email. AUS to implement.	Santa Fe / AUS
	Web Service API Availability	AUS and Santa Fe to ensure the appropriate CIS Infinity RESTful APIs are installed and available for testing. AUS integration points for customer account and service details using CIS Infinity RESTful APIs for all applicable forms: ○ New Customer Connection ○ Transfer of Service ○ Disconnect of Service ○ Update Mailing Address ○ Simple Service Request	Santa Fe / AUS / AUS
Host Configuration			
	Define site hostname	Santa Fe to register required domain names for customer portal.	Santa Fe
	SSL Certificate for site	AUS to provide SSL certificate request for secure site access. Santa Fe responsible for purchasing SSL certificate from certification authority (ie Verisign). AUS to install purchased certificate to web server.	Santa Fe / AUS
	Verify email working	Sante Fe / AUS to test email flow and verify receipt.	Sante Fe / AUS

Training provided by AUS has several elements as follows:

Server Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How the Application Server is configured.
- ❑ How to start and stop the services.
- ❑ How to find the logs and troubleshoot.

Link Enterprise Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation, language labels, and other administrative aspects of the software.

- ❑ Location of various resources and assets on the file system.
- ❑ Troubleshooting.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the site.
- ❑ Usually provided in two 1-hour group training sessions.

AUS Smart Forms Administration Training will include:

- ❑ Up to 2 hours of training for two administrators.
- ❑ How to manage users, navigation and other administrative aspects of the software.
- ❑ Up to 2 hours of training for CSRs.
- ❑ Review site features and get CSR team familiar with how to use the CSR Dashboard.
- ❑ Usually provided in two 1-hour group training sessions.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: N. Harris Advanced Computer

Procurement Title: Upgrade of Billing System
Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other*

Exempt ☐ *Request For Proposal* (RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting PUD Staff Name Nancy Jimenez

Procurement Requirements:
A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☒	☐	RFP
☐	☒	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☒	☐	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☐	☐	All documentation presented to Committees
☐	☐	Other: Emergency Form

Nancy L Jimenez
Nancy L Jimenez (Feb 24, 2021 16:34 MST)

Nancy Jimenez, UCS Division Director — Utility Billing Division Director

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:30 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Mark Warren	
Marsh Canada Limited 120 Bremner Blvd., Suite 800 Toronto, ON M5J 0A8	PHONE (A/C, No, Ext):	1-844-990-2378	FAX (A/C, No):
	EMAIL ADDRESS:	CertificateRequestsCanada@marsh.com	

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A:	Federal Insurance Company	20281
INSURER B:		
INSURER C:	Chubb Insurance Company of Canada	
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

CONSTELLATION SOFTWARE INC. AND
N. HARRIS COMPUTER CORPORATION
2429 MILITARY RD. #330, NIAGARA FALLS, NY 14304

COVERAGES **CERTIFICATE NUMBER: 20/21-379** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			9950-48-39	09/27/2020	09/27/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG TENANTS LEGAL LIABILITY	$ 1,000,000 $ $ 25,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS			73600397	09/27/2020	09/27/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			78183369	09/27/2020	09/27/2021	EACH OCCURRENCE AGGREGATE	$ 14,000,000 $ 14,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7176-4342	09/27/2020	09/27/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	TECHNOLOGY ERRORS & OMISSIONS LIABILITY			9950-48-39	09/27/2020	09/27/2021	PER CLAIM AGGREGATE SIR	$ 5,000,000 $ 5,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

EVIDENCE OF INSURANCE
THE US COMMERCIAL GENERAL LIABILITY POLICY, US AUTOMOBILE POLICY, US WORKER'S COMPENSATION & EMPLOYER'S LIABILITY POLICY AND TECHNOLOGY E&O LIABILITY POLICY HAVE BEEN PLACED BY SERVICE OF MARSH USA INC. MARSH CANADA LIMITED HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THESE PLACEMENTS WHICH ARE INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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License Details | Tax Districts | Main Menu

License Details

License Type:	Business License - Standard	**District:**	Default	**Applied Date:**	12/04/2020
Period Start Date:	12/07/2020				
Status:	Renewed			**Expiration Date:**	12/07/2021

Business | Locations | Fees | Inspections | Attachments | Contacts | Holds | Classifications | More Info

Business | Next Tab | License Details | Main Menu

Business

Company Name:	ADVANCED UTILITY SYSTEMS	**DBA:**	ADVANCED UTILITY SYSTEMS	**Open Date:**	10/23/2013
Company Type:	Corporation	**Status:**	Active	**Closed Date:**	
District:	Default			**Last Audit Date:**	
Location:	Commercial				
Description:					

nharris draft 2

Final Audit Report 2021-02-24

Created:	2021-02-24
By:	Maya Martinez (mfmartinez@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYNJMYxjtbM2oklqe7g4JZJY3jq57blmE

"nharris draft 2" History

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Document emailed to AJH (ajhopkins@santafenm.gov) for signature
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Document e-signed by AJH (ajhopkins@santafenm.gov)
Signature Date: 2021-02-24 - 11:55:01 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-24 - 11:55:01 PM GMT

City of Santa Fe
POWERED BY Adobe Sign

ITEM # 13-1137

CITY OF SANTA FE

Information Technology
Agreement between the City of Santa Fe and N. Harris Computer Corporation
Contract No. 13-1137

THIS Information Technology Agreement ("Agreement") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and N. Harris Computer Corporation, hereinafter referred to as the "Contractor" or "Harris" and collectively referred to as the "Parties". This Agreement is comprised of this Agreement, plus Exhibits "**A**" (Scope of Work/Services), "**B**" (Software License Agreement) an "**C**" (Support and Maintenance Agreement), which are attached hereto and incorporated herein by reference.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et.seq*; and Procurement Code Regulations, NMAC 1.4.1 *et.seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City;

WHEREAS, all terms and conditions of the RFP and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the City.
B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
C. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
D. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to beheld by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
E. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Corrcction. After conferring with City, an Enhancement may be identified as minor or major.
F. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the City's executives.
G. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

relating or causing the enablement of any Intellectual Property developed under this Agreement.

H. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement but will not include any software and all underlying rights therein, which will remain with Contractor and/or the applicable third party.

I. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.

J. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.

K. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.

L. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the implementation of the City's information technology system for utility billing.

M. "Project Manager" shall mean a qualified person from the City responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Peter Ortega or designated representative.

N. "Punch List" means a list of outstanding Services to be completed by the Contractor which has been mutually agreed and documented at or prior to Go Live.

O. "Punch List Acceptance" means the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 business days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor of any deficiencies.

P. "System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in CustomerWise. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via CustomerWise of any deficiencies. The Retainage milestone will be invoiced upon acceptance of all Punch List items in accordance with Articles 3 and 4 herein.

Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

ARTICLE 2 – SCOPE OF WORK

A. Scope of Work. The Contractor shall perform the work as outlined in **Exhibit A –**

Schedule A, attached hereto and incorporated herein by reference.

B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to **Article 6.**

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in **Article 14**.

D. License. For the purposes of this Agreement, the terms "Software", "License", "License Agreement" and "Release" shall have the definitions given to them in Exhibit "B". The Contractor hereby grants the City the Licenses. All Licenses granted are subject to the terms in the License Agreement and all of the rights, obligations and restrictions detailed therein.

Subject to the specific terms in the License Agreement, the City shall have the right to copy the Software only for the following purposes: archival, disaster recovery, backup and training. All archival, disaster recovery and backup copies of the Software are subject to the provisions of this Agreement. No right to modify the software will be given.

The City shall also be provided with the right to be a beneficiary to an escrow agreement that is more fully described in Exhibit "C", being the Support and Maintenance terms. For so long as the City has paid for support and maintenance services pursuant to the terms of Exhibit "C", it shall have the rights to the escrow in the Software as detailed therein.

ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, **less retainage as identified in Paragraph D** in accordance with the Payment Schedule B that is attached to Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed $1,033,476 including New Mexico gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall

be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor **shall** be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain fifteen **percent (15%)** of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, **less fifteen percent (15%) retainage**.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall, acting reasonably, determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been **Accepted**, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable (each of the following is an "**Acceptable Critera**"):

1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;

2.) Complies with the terms and conditions of Contractor's response to the RFP which is included herein as reference in Exhibit A, Schedule D.
3.) Meets the performance measures for the Deliverable(s) and this Agreement;
4.) Meets or exceeds the generally accepted industry standards and procedures (if in existence) for the Deliverable(s); or
5.) Complies with all the requirements of this Agreement.

In relation to the Deliverable meeting some but not all of the Acceptable Criteria above because there is an inconsistency or conflict between the details of Acceptance amongst the relevant document/definitions, then so long as the Deliverable meets at least the Acceptable Criteria in either 1) or 2), the Deliverable will be deemed to be capable of being Accepted where it meets the Quality Assurance level that complies with the requirements of either 1) or 2).

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

The City of Santa Fe agrees to pay Harris total fees as delineated in Exhibit A Schedule "B". The fee structure and payment schedule is outlined in the attached Exhibit A Schedule "B". During the term of this Agreement, Harris shall, from time to time, deliver invoices to City of Santa Fe. Each invoice delivered to City of Santa Fe by Harris shall be due and payable upon receipt thereof by City of Santa Fe.

Despite anything in an Exhibit or this Agreement to the contrary, the City of Santa Fe shall reimburse Harris for its actual expenses (receipts required or affidavit of lost receipt) which are excluded from the total fees amount described in Exhibit A (including Schedule "B"). Such actual expenses will include (1) actual travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of $75.00 per hour and a maximum of 6 hours per employee per one way trip; (3) a per diem rate of $45.00 per day for food in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage; (4) a mileage charge based on the rate set by the New Mexico Department of Finance and Administration (which is the IRS rate on January 1st of the previous fiscal year) per mile; and (5) all other actual (receipts required) reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in this Agreement. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY AND THE CONTRACTOR, WHICHEVER OCCURS LAST. Except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, this IT Agreement, including all extensions and renewals, shall terminate four (4) years from the date approved by the City Council, as evidenced by the City Clerk's signature on this Agreement.

ARTICLE 6 – TERMINATION

This Agreement may be terminated as follows:

A. General. For convenience by either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

B. Appropriations. By the City, if required by changes in State, City or federal law, or because of court order, or because of insufficient appropriations made available by the City, United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 - TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

1.) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City - the City acknowledges that all Intellectual Property rights (including Know How and inventions) in the Software and any other software provided/created during the term of this Agreement shall remain with Contractor and is subject to the License Agreement;
2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
4.) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5.) Agree that the City is not liable for any costs arising out of termination for default and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement where this Agreement is terminated pursuant to Article 6 B;
6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
7.) be paid for all Services actually performed prior to the notice of termination at the Contractor's rates as specified herein and for all non-refundable fees and associated employee costs related to the redeployment of such personnel up to the effective date of termination where this Agreement is terminated pursuant to Article 6 A, subject to City's receipt of a Payment Invoice.

8.) In the event this Agreement is terminated for any reason prior to the Completion of Services such that the Software is not able to be used in a production environment, then the License granted pursuant to the License Agreement shall expire except to the extent that City requires a copy of the Software for archival purposes and disaster recovery purposes, if applicable.

9.) In the event this Agreement is terminated for any reason following the Completion of Services and/or in a situation where the Software can be used in a production environment, then the License granted to City in accordance with the License Agreement shall continue and not be affected by such termination and the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, the Documentation as detailed in the License Agrement. At the request of the Project Manager, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement to the extent that Contractor is required to do so either under the terms of this Agreement or the License Agreement. Contractor and City agree that the functionality Accepted up to the date of the notice of termination is the only functionality that is warranted by Contractor pursuant to the License Agreement and the Contractor is not required to meet any other Deliverable milestone.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall 1) Subject to the terms in Article 7 A 1), retain ownership of all work products and documentation created pursuant to this Agreement; and 2) In addition to the requirements listed in Article 7 A, pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

ARTICLE 8 –INDEMNIFICATION

A. General. The Contractor shall defend, indemnify and hold harmless the City, employees from all actions, proceedings, 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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, by certified mail, the legal counsel of the City.

B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service (but not the actual Software, for which the only indemnity is provided for in the License Agreement, and the use of the phrase "product or service" throughout this Agreement shall have this meaning) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law with the understanding that the Contractor shall have sole control over the conduct of and settlement of the claim subject to Contractor keeping City informed of and aware of pleadings, defenses, settlement negotiations and court appearances;
3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim but Contractor shall not settle any claim that prejudices the City of any rights provided for in this Agreement without the City's prior written consent; and
4) Contractor is not required to disclose any information to City that may, in Contractor's reasonable opinion, waive any attorney/client privilege to which such information may be subject.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

1.) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
2.) Replace or modify the product or service so that it becomes non-infringing; or
3.) Accept the return of the product or service and refund an amount equal to the value

of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor taking into account a five (5) year amortization of the applicable product or service used by the City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

ARTICLE 11 - WARRANTIES

A. General. The Contractor expressly warrants the Software in the License Agreement. This warranty is not in addition to the warranties in the License Agreement but is provided solely for information purposes.

B. Software. The Contractor warrants that the Deliverables (but not the Software associated with the Deliverables, which is subject only to the warranties in the License Agreement), once complete, have been created in a manner consistent with this Agreement and the related Exhibits and comply with Contractor's officially published specifications, if any. Contractor shall correct and revise any Deliverable that do not meet this warranty, as necessary, during the testing of the Deliverables.

C. Other. Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Harris shall have no liability under this Article 11 if the City of Santa Fe has modified the Software in any manner without the prior written consent of Harris. The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade

ARTICLE 12 – CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Executive Sponsor – Terry Ridyard

Project Manager – Dante Fabiello

DBA – John Yu

Application Consultant – Mike Osovetsky

Conversion Specialist – Ehsan Ahmad

Technical Lead – Michael Stammers

Trainer – Therese Martinez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all

personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. Any costs associated with replacing Contractor's personnel, including training and/or integrating personnel into the project, will be the sole responsibility of the Contractor.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

ARTICLE 14 - CHANGE MANAGEMENT

A. Changes. The Change Order Process detailed in section 4.2 of Exhibit A shall apply to this Agreement.

ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City and the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, subject to any applicable limitation

of liability.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision of this Agreement 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. City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that City may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

For the purposes of this Article, the following shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities are governed by the Agreement plus the provisions of this Article 18 and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

A. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d)

DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

C. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

ARTICLE 19 – ASSIGNMENT

The 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 this Agreement's approval authorities, except that Contractor shall be able to assign this Agreement to any affiliate with proper notice provided to City subject to the affiliate agreeing to be bound by all of the terms of this Agreement and there being no resultant personnel changes.

ARTICLE 20 – SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

ARTICLE 21 – RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. 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.

ARTICLE 22 – CONFIDENTIALITY

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement 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. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. The confidentiality provisions as detailed in Section 7.2 of Exhibit A shall also apply to this Agreement. .Otherwise, in relation to the Software, the confidentiality provisions of the License Agreement shall apply thereto.

ARTICLE 23 –CONFLICT OF INTEREST

The 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 or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

ARTICLE 24 - RECORDS AND AUDIT

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Where City intends to conduct such an audit at Contractor's facilities, the following shall apply: Such rights shall be limited to only once in every six month period, upon two weeks' notice and only to those parts of Contractor's facilities with such information, during Contractor's regular business hours.

ARTICLE 25 - AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid

provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The parties agree that the License Agreement is a separate agreement enforceable on its own terms.

ARTICLE 29 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

Peter Ortega
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Any change to the Notice individual or the address, shall be effective only in writing.

ARTICLE 30– GENERAL PROVISIONS

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

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor pertaining to equal employment opportunity. In accordance with all such laws of the, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, 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 Agreement. If Contractor is found not to be in

compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

C. 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 Agreement may be terminated by the City.

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

E. Waiver. A party's failure to require strict performance of any provision of this Agreement 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 Agreement shall be effective unless expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Confidentiality, Liability and Warranties shall survive the expiration or termination of this Agreement. The License Agreement and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

ARTICLE 32 – TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

ARTICLE 33 – FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars,

insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

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

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous

Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen

Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

yolanda y. vigil
YOLANDA Y. VIGIL, CITY CLERK
e cmtg 11-13-13

APPROVED AS TO FORM:

per telephone conversation
GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/20/13
MARCOS A. TAPIA,
FINANCE DIRECTOR
52201 . 570850
Business Unit/Line Item

City of Santa Fe
Scope of Work

For the Implementation of CIS Infinity

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Introduction

The project is defined as the provision of the CIS Infinity comprehensive customer information and billing software, including Infinity.Link and Infinity.Mobile, by Harris' Advanced Utility Systems ("Advanced"), to City of Santa Fe ("City of Santa Fe"), for its customer information system (CIS) replacement.

The project as outlined in this Scope of Work (SOW) encompasses all aspects of the CIS Infinity implementation, including but not limited to project management, data conversion, software control file configuration and training.

CIS Infinity will replace the current utility billing system in use by City of Santa Fe. CIS Infinity will be installed and configured to meet the customer information and billing needs identified by City of Santa Fe.

Background

City of Santa Fe has made the decision to replace its legacy customer information system. The current utility billing system, JDE Utility Customer Information System, will be replaced with a new CIS that is consistent with existing and planned customer service business processes and technology. City of Santa Fe currently manages customer account data through a custom application running on an iSeries Power 5 OS 5.4 platform.

Objectives

City of Santa Fe will replace its existing system with a customer-centric CIS product software solution. The solution will be functionally rich in the following areas:

- Account Management
- Billing Management
- Cashiering and Payments Management
- Credit and Collection Management
- Customer Management
- Customer Self Service
- Financial Management
- Meter Inventory
- Rates Management
- Service Order Management
- Usage Management

CIS Infinity is intended to address the following City of Santa Fe objectives:

- **To provide exceptional levels of customer service.** The need for City of Santa Fe to satisfy customers and provide exceptional levels of customer service is a primary objective and critical need of City of Santa Fe.
- **To provide for long-term stability of the customer information.** CIS Infinity will be stable and reliable with a product roadmap that shows future support and enhancements.

CIS Infinity will be supported by Advanced, easily configurable and upgradeable, meeting City of Santa Fe's business needs for the foreseeable future.

- **To provide for integration across business systems.** CIS Infinity will interface with other applications, current and future, through standard integration techniques.
- **To provide for accommodating growth through technology.** CIS Infinity will be based on current technology.
- **To provide innovation and excellence.** CIS Infinity will provide a foundation to meet intermediate and longer-term needs for innovation and excellence in serving the customer and providing cost-effective, environmentally sound service.

Points of Contact

Primary Point of Contact (POC) - City of Santa Fe

Name:	Peter Ortega
Title:	Utility Billing Division Director
Organization:	City of Santa Fe
Address:	801 W. San Mateo, Santa Fe, NM 87504
Phone:	(505) 955-4364
Email:	paortega@santafenm.gov
Website:	www.santafenm.gov

Project Scope

The scope of this effort is to provide services to City of Santa Fe to assist in the transformation of a new customer information system. In this regard, Advanced will provide the following services.

- Project Initiation and Management
- Installation of CIS Infinity, Infinity.Mobile, Infinity.Link
- Discovery Analysis
- Configuration and Conversion
- Core Team Training
- Custom Reports Development and Delivery
- Interface and Modification Specification, Development and Delivery (exclusive of the non-CIS Infinity side of the interface)
- Software Testing
- End User Training
- Transition to Live
- Post Go Live Support

Definitions

Name	Definition
Modification	A change to the code base or a structural data model change.
Configuration	Changes to the software without source code or structural data model changes occurring.

On Site Project Facilities

City of Santa Fe will provide desk space for the Advanced team members while on-site at City of Santa Fe. City of Santa Fe will provide access to; printers within the facility, all network drives required for the shared project resources, project servers, all instances of the software and full external internet access, (wireless preferred) for each Advanced team member including unimpeded access to Advanced's VPN. City of Santa Fe will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connection.

City of Santa Fe shall establish a training/testing room that will provide space, computers (with necessary software) and access to the software for the number of users specified in the contract plus one for Advanced The training room will be equipped with a white board and markers, flip chart, LCD projector, conference phone and internet connections.

Subtask 1.1 – Deliverables

Subtask 1.1 Deliverables	• Draft Project Schedule • Communication Plan • Change Order Process • Change Management Plan • Test Plan • Training Plan • Risk Management Plan

Subtask 1.2 – Status Reports

Advanced will have weekly meetings with the City of Santa Fe team to discuss work in progress, issues, actions, etc. Advanced will provide a weekly status report documenting these exchanges. Advanced will also provide a monthly and quarterly summary of project progress, including significant issues resolved and significant issues raised.

Invoices will be issued as per the fee structure and service payment milestones in Schedule 1.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Team Meeting • Weekly Status Report • Monthly Invoice • Monthly Project Progress Summary

Subtask 1.3 – Quarterly Sponsor Review

Advanced will prepare a Quarterly Sponsor Review to be attended by project management and project sponsor staff from both City of Santa Fe and Advanced. The quarterly sponsor review meeting will review

progress to date, future actions, and will validate, on a quarterly basis, that the go-live date is still achievable for both parties. The dates for these meeting will be determined by both City of Santa Fe and Advanced PMs.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – CIS Infinity Interfaces and Software Modifications

This task covers the development and configuration of CIS Infinity interfaces to existing City of Santa Fe systems and modifications to CIS Infinity, and/or related products in the Infinity product suite, if any, to meet the City of Santa Fe's CIS needs. All development work completed by Advanced will be communicated, in advance, to the City of Santa Fe Project Manager so that the City of Santa Fe Project Manager has visibility to all Advanced interface development work.

Advanced will document the status of development, whether conducted by City of Santa Fe or Advanced, in the weekly status reports.

Subtask 2.1 – Modified Interfaces

The following group of interfaces will require development efforts from Advanced, and potentially City of Santa Fe staff or a third party vendor, to support the specific interface requirements. Advanced will analyze, specify, develop, Q/A, and deploy the following group of interfaces required by the City of Santa Fe under this SOW. The specific system Modifications required to support a specific interface will be determined during the Interface/Modification Discovery process. Advanced will create detailed combined **Functional/Technical Specifications** for each interface requiring development effort from Advanced's technical staff.

Subtask 2.1.1 – ESRI GIS Interface

The CITY requires a two-way interface between CIS Infinity and CITY GIS system which utilizes ESRI ArcGIS products. This two-way interface will provide access to GIS information from CIS Infinity, and provide CIS Infinity data for presentation in the GIS system.

Using dynamic hyperlink functionality users of CIS Infinity will be able to access GIS information related to a specific service address. Any data element (or combination of data elements), such as GPS coordinates or premise number on the Main Customer/Account Inquiry, can be linked to the GIS application. Clicking on a linked data element will call a Web page created by CITY displaying GIS information specific to the linked data element.

Using web services, SQL views, or a batch export file, the CITY can retrieve data from CIS Infinity for presentation in the GIS application.

Subtask 2.1.2 – JD Edwards Enterprise One Fixed Asset Interface

The CITY requires a one-way batch file interface to export meter information from CIS Infinity to the JD Edwards Enterprise One fixed asset module.

The Fixed Asset interface will export in batch a text file containing summarized meter information for meters that have been entered into the Meter Inventory tables, from CIS Infinity to the Fixed Asset module. The Advanced Interface Manager will transfer pertinent meter information to the Fixed Asset module where they can then be reviewed.

Subtask 2.2 – Configured Interfaces

The following group of interfaces will be configured using CIS Infinity configuration. Information can be exported and imported on a scheduled basis using the Export/Import Processing Form.

Specifications will not be produced for configurable interfaces. These items are not considered core interfaces as they are configured rather than programmed into the system. Configurable interfaces are typically configured using the built-in Advanced Interface Manager configuration tool. Advanced will configure the following interfaces.

Subtask 2.2.1 – Cityworks Works Management

The CITY requires an interface between CIS Infinity and Cityworks, for some service order types which originate in CIS Infinity. CIS Infinity has a real-time API to Cityworks. All information for applicable service orders will be passed from CIS Infinity to Cityworks, where a service request or work order is generated. Upon completion of the service request or work order, information is then sent back to CIS Infinity from Cityworks including the completion date, completion notes, etc. Meter install and exchange information can also be received from Cityworks and processed in CIS Infinity.

This interface can also be used when information in CIS Infinity has changed, such as customer and account information, etc. The changed record is sent to Cityworks upon saving the record within CIS Infinity.

Advanced will utilize the existing CIS Infinity functionality to support the specific requirements of the CITY.

Subtask 2.2.2 – Active Networks Payment Manager

The CITY requires a real-time interface between CIS Infinity and Active Network's Payment Manager central cashiering module. The interface will provide for real-time inquiry of CIS Infinity account information using the CIS Infinity web services API. It will provide the ability to search by name, street address or account number. Once a valid CIS Infinity account is found, then the following information about that customer/account will be retrieved: current balance, total past due amount, cash only comments and collection status.

For payments entered into Payment Manager which pertain to utility billing, the interface will provide for real time creation of pending payments in CIS Infinity via the CIS Infinity web services API. These pending payments can be adjusted or voided as a result of adjustments in Payment Manager based on a unique external reference ID. A schedulable process within CIS Infinity will create payment batches within CIS Infinity based on these payment records.

Subtask 2.2.3 – JD Edwards Enterprise One General Ledger and Accounts Payable

The CITY requires a one-way batch file interface to export general ledger information from CIS Infinity to the JD Edwards Enterprise One general ledger module.

The General Ledger interface will export in batch a text file containing summarized general ledger journal entries for updated billing, cash and cash adjustment batches from CIS Infinity to the General Ledger module. The Advanced Interface Manager will transfer summarized general ledger information to the General Ledger application as un-posted journal entries where they can then be

processed. The general ledger information transferred contains details about the originating batch in CIS Infinity for cross-referencing purposes.

The CITY requires a two-way batch file interface to export/import refund check information between CIS Infinity and the JD Edwards Enterprise One accounts payable module.

The Accounts Payable export interface will export a text file containing customer and refund amount information for the purposes of issuing refund checks to customers in the Accounts Payable module. Refund check transactions would be based on the existing refund transactions configured in CIS Infinity. This will be a periodic batch process.

The Accounts Payable import interface will import a text file containing refund check details (check number, check issue date) into CIS Infinity. The originating refund check transaction records in CIS Infinity will be updated with the check detail information. The refund check import file will use a configurable text file format defined using the AIM.

Subtask 2.2.4 – Datamatic Routestar Reading

The CITY requires a two-way batch file interface between CIS Infinity and Datamatic Route Star AMR meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.5 – Badger Meter Reading

The CITY requires a two-way batch file interface between CIS Infinity and Badger AMR Orion Read Center meter reading software. The interface will support the import/export of text files containing meter data reads and related information (e.g. historic meter consumption high/lows, trouble codes) to/from CIS Infinity for billing purposes. CIS Infinity will generate one export file, and process one import file format.

Subtask 2.2.6 – Selectron IVR

The CITY requires a two-way real-time interface between CIS Infinity and the Selectron IVR for inbound customer calls and a one-way batch interface for outbound customer notification calls.

CIS Infinity will provide customers with a real-time interface into the IVR, allowing customers to hear their utility account balance, check payment history, and make payments to their account, which are then reflected real-time in CIS Infinity. This will be done utilizing the existing Infinity.Teleconnect Web services API and configuring it to meet the specific business requirements of the CITY.

For outbound calls, CIS Infinity will be configured to support exporting a file containing customer call data for a specified group of customers that can be imported and processed by the Selectron IVR. CIS Infinity currently contains functionality to export outbound customer call files using a configurable file format defined using the Advanced Interface Manager.

Subtask 2.2.6 – ACH

The CITY requires a one-way interface to export a file of customers signed up for ACH payments. CIS Infinity currently supports the exporting of standard ACH files that conform to NACHA standards.

Subtask 2.2.7 – Wells Fargo Lockbox Payment

The CITY requires a one-way batch interface to import on a periodic basis Wells Fargo lockbox payment files. CIS Infinity currently supports the importing of payment information, on either an on-demand or scheduled basis, using configurable text file formats defined using the Advanced Interface Manager.

Subtask 2.2.8 – InfoSend Third Party Bill Print

The CITY requires a one-way batch interface to export electronic bill presentment information required by InfoSend to generate customer bills and collection notices. CIS Infinity will generate an electronic bill presentment file using its standard EBP file format.

In the event that additional interfaces are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Software Modifications

Advanced will analyze, specify, develop, Q/A, and deploy the following modifications required by City of Santa Fe under this SOW. Advanced will identify the specific development efforts required to support these modifications during the Interface/Modification Discovery and Specification Phase. Advanced will create detailed combined **Functional/Technical Specifications** for each modification requiring development effort from Advanced's technical staff.

In the event that modifications are identified during the Discovery process, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Exclusions

The following has been excluded from this Scope of Work, unless noted otherwise:

1. **Rate Structural Changes**

   Advanced will provide normal rate updates throughout the course of the implementation at no extra charge providing the rate change occurs during the implementation timeframe. Advanced will not support a rate change that departs substantially from the current rate structures that are in force at the time of contract signing and/or as documented in the Functional Discovery document. Any substantial change in rates methodology and deployment will be considered out of scope and will be subject to a Change Order.

2. **Third Party Payment Processor**

   Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway (HPG). An interface to a non HPG payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor is a minimum $30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

3. **Loans**

   Loans functionality embedded into CIS Infinity is not included as part of the base configuration of CIS Infinity. Due to the variable nature of how loans are defined in the utility industry, Advanced must perform a separate scope session to determine if additional programming is required to meet the

specific needs of City of Santa Fe. Once the scope session is complete, a determination of scope will be provided and may result in a change order to meet City of Santa Fe requirements.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to replace City of Santa Fe's current CIS with Advanced's CIS Infinity, Infinity.Link and Infinity.Mobile software. Advanced will implement a phased approach in the lifecycle of this task order as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

Subtask 3.1		
Start	*End*	*Duration*
Week 1	Week 5	4 weeks

The Advanced PM will work with the City of Santa Fe Project Manager and staff to organize project information for the joint preparation of the Project Schedule (see Task1). The Advanced PM will be onsite to organize and present all of the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule, including but not limited to the, Communication Plan, Risk Plan, Change Management Plan, Training Plan and Test Plan
- CIS Infinity server software installation and desktop installation rollout
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- CustomerWise set-up and overview
- Access to CIS Infinity Entity Relationship Diagram and Data Dictionary
- Project Team Contact List which includes users that need access to CustomerWise
- Overview of the operations of CIS Infinity via WebEx or similar media
- Functional and Data Conversion Discovery agendas delivery and review

The Advanced PM is the primary PM. The Advanced PM will operate the daily activities of the project and work in conjunction with the City of Santa Fe's Project Manager and staff to ensure effective management of staff resourcing, forward planning initiatives and day to day project deliveries.

Subtask 3.1 – Deliverables

Subtask 3.1 Deliverables	• Conduct Project Kickoff Meeting • Initial Project Schedule, including but not limited to the, Communication Plan, Risk Management Plan, Change Management Plan, Training Plan and Test Plan • Software Installation, Installation Training and Installation Report • Training Course Syllabus • CustomerWise Overview • Access to the Data Dictionary

	• Access to the Entity Relationship Diagrams • Project Team Contact List • CIS Infinity System Overview • Functional and Data Conversion Discovery agendas delivery and review

Subtask 3.2 – Phase 2 – Functional and Data Conversion Discovery Analysis

Subtask 3.2		
Start	*End*	*Duration*
Week 10	Week 13	3 weeks

Advanced will review the detailed data and business, requirements of City of Santa Fe. This analysis will provide an association between City of Santa Fe's business practices and the required CIS Infinity configuration.

The Functional and Data Conversion Discovery Analysis phase will be led by Advanced and broken out into functional and data conversion workshops. The workshops review the functional and data conversion areas of the system and are the basis for how Advanced will configure, and convert all of the required business functions, business logic and data in the system. Prior to beginning both Functional and Data Discovery, Advanced will provide Overview training to the City of Santa Fe's core team.

Prior to the start of the Functional and Data Conversion Discovery Analysis phase, City of Santa Fe will gather the following information in preparation for the sessions, if documentation is available:

- All rate tariffs and system generated fees
- Chart of Accounts for GL/AP interfacing
- Meter Reading process flow, vendor and file layout
- All required service order information
- File layouts for all required interfaces
- Sample of current bill prints, notices, door hangers and letters
- All payment types received and any associated payment information
- Process flows of penalties, collections, disconnections, bankruptcy and write offs
- Process flows of move in, move out process
- Billing process flow
- All Daily, weekly, Month End and Year End Report Requirements

Subtask 3.2.1 – Functional Discovery Analysis Workshops

Advanced will conduct onsite **Functional Discovery Analysis Workshops**. These workshops will be led by Advanced to appropriately review and confirm all required information for the areas listed below. Advanced with City of Santa Fe will identify the necessary City of Santa Fe staff needed to attend these workshops two to four weeks in advance. Reports and Bill Print discoveries as outlined in Subtask 3.4 will

be separate from the main functional discovery workshops and will be conducted at a time indicated in the Project Schedule.

Advanced will create a **Functional Discovery Document** that will include, at a minimum, the following areas:

1. **Foundation**
   Review of all of the basic system set up areas and logical business rules including but not limited to account types, services, account number structure and customer number structure.
2. **Customer Information**
   Review of addresses and phone numbers, lookups and address and occupancy types.
3. **Meters and Meter Inventory**
   Review of meter types, meter inventory process and controls, manufacturers, units and other pertinent meter information.
4. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
5. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, seasonal rates, temporary rates, proration, taxes and any rate rebates or discounts.
6. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts and unapplied payments processing.
7. **Collections**
   Review of all collections procedures, payment arrangements, exemptions, penalties, notices, disconnections, agency, add to tax/liens, tax certification, bankruptcy and write-off processes including all applicable fees.
8. **Move in Move Out**
   Review of the process flow and all applicable setups, fees and follow up processes with the move in move out process.
9. **Accounting**
   Review of General Ledger Setup and chart of accounts for GL/AP processing and refunds processing. Review of Year and month end closing including reporting requirements.
10. **Service Orders**
    Review of requirements for full service order processing and follow up actions control..

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.2 – Data Conversion Analysis Workshop

In addition to Functional Discovery Analysis Workshops, Advanced will conduct a remote **Data Conversion Discovery Analysis Workshop**. From this workshop Advanced will produce a **Data**

Conversion Plan. The data conversion analysis workshop will be led by Advanced to appropriately review and confirm all required information for these areas. Advanced will identify the City of Santa Fe staff needed to attend these workshops two weeks in advance.

Advanced will work with City of Santa Fe to determine how to convert the existing legacy data into CIS Infinity. A full explanation of the process and definition of standard data validation parameters, as well as any site-specific data validation parameters will be reviewed and adopted. Data validation criteria and a data map are presented and reviewed jointly by Advanced and City of Santa Fe. The Data Conversion Plan will include the data mapping document and data validation parameters.

Subtask 3.2.2 – Deliverables

Subtask 3.2.2 Deliverables	• Data Conversion Workshop • Data Conversion Plan

Subtask 3.3 – Phase 3 – Interface/Modification Discovery & Specification

Subtask 3.3		
Start	*End*	*Duration*
Week 13	Week 18	6 weeks

Advanced will conduct a remote **Interface/Modification Discovery Analysis Workshop**. Advanced will provide a **Discovery Agenda** and identify necessary City of Santa Fe staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe all interfaces and modifications identified in Task 2, to be programmed in CIS Infinity. Advanced will review the specification process and map out the timeline required to complete the specifications, coding, Q/A, deployment, and testing. Below are the minimum topics that will be covered:

- Data source(s) identification; obtain data dictionaries, table relationships, etc.
- Method of moving the data between databases, including the format the data might be in, during the move (e.g., XML, ASCII, staging tables, DTS, etc.)
- Direction of dataflow and frequency of data exchange
- Data validation efforts needed, if any
- Error handling
- Document data mapping from one database to another
- Requirements analysis

Advanced will produce a **Functional Specification Document** and **Technical Specification Document** for review and acceptance by City of Santa Fe.

Each specification will outline the following:

- Document Overview
- Revision History
- Functional/Technical (as appropriate) Summary

- Process Overview
- Functional/Technical (as appropriate) Modification
- Impact to System Operation
- Questions

Advanced will conduct a review of the documentation with City of Santa Fe remotely to make any changes to the specifications.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface and Modification Discovery Agenda • Interface/Modification Discovery Workshop • Functional/Technical Specification Document

Subtask 3.4 – Phase 4 – Other Discoveries

Subtask 3.4.1 – Reports Discovery

Advanced will conduct a remote **Reports Discovery Workshop** to review City of Santa Fe's CIS Infinity reporting requirements. The discussion will include searches, querying, and a review of CIS Infinity's standard reports.

Advanced will outline all the required base reports including but not limited to auditor's, rates, revenue, and cash reports in a Reporting Matrix as identified in Subtask 3.7.

Any required report that does not have a standard report match is considered a custom report and City of Santa Fe will need to provide the logic to complete these reports. A custom report that has not identified as part this SOW will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. This section covers only to reports driven out of CIS Infinity and does not cover reports required from 3rd party vendors' software.

Subtask 3.4.1 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery

Subtask 3.4.2 – Bill Print Discovery

Advanced will conduct a remote **Bill Print Discovery Workshop**. This workshop will be led by Advanced to review of all bill print types/nctices/receipts.

City of Santa Fe outsources it bill print to a third party vendor. Advanced will replicate the third party vendor's layout for the bill print, so that City of Santa Fe can re-print these documents in house if desired. Advanced will produce a **Bill Print Specification** for review and acceptance by City of Santa Fe.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Bill Print Discovery Workshop • Bill Print Specifications

Subtask 3.4.3 – Infinity.Mobile Discovery

Advanced will conduct a remote **Infinity.Mobile Discovery Workshop.** This workshop will be led by Advanced and will review City of Santa Fe's mobile service order requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Mobile workshop, City of Santa Fe will complete the **Infinity.Mobile Checklist** provided by Advanced.

Advanced will create an **Infinity.Mobile Discovery Document** that will include the Technical Checklist.

Subtask 3.4.3 – Deliverables

Subtask 3.4.3 Deliverables	• Infinity.Mobile Discovery Workshop • Infinity.Mobile Checklist • Infinity.Mobile Discovery Document

Subtask 3.4.4 – Infinity.Link Discovery

Advanced will conduct a remote **Infinity.Link Discovery Workshop**. This workshop will be led by Advanced and will review City of Santa Fe's Infinity.Link customer web requirements including a detailed review of City of Santa Fe's business rules and technical environment.

Prior to the start of the Infinity.Link technical workshop, City of Santa Fe will complete the **Infinity.Link Checklist** provided by Advanced.

Advanced will create an **Infinity.Link Discovery Document** that will include the Technical Checklist.

Subtask 3.4.4 – Deliverables

Subtask 3.4.4 Deliverables	• Infinity.Link Discovery Workshop • Infinity.Link Technical Checklist • Infinity.Link Discovery Document

Subtask 3.5 – Phase 5 – Configuration and Conversion

Subtask 3.5.1 – Initial Configuration and Conversion

Subtask 3.5.1		
Start	*End*	*Duration*
Week 10	Week 16	6 weeks

City of Santa Fe will provide a data extract to Advanced that will be loaded into a development database located at Advanced's office. Advanced will convert City of Santa Fe's data so that it can be loaded into CIS Infinity. Configuration and conversion are tightly integrated in CIS Infinity. Advanced will create validated mapping that ties existing customers" rates to their accounts. Advanced will develop a conversion routine to reflect the requirements of City of Santa Fe.

Advanced's Conversion Specialist will prepare the **Initial Data Conversion and Configuration** to be delivered and loaded onsite. The results for the **Data Validation** parameters specified in the Data Conversion Plan will be included for review by City of Santa Fe.

Advanced will assist City of Santa Fe in identifying **Baseline Accounts** which are a representative cross section of City of Santa Fe customers (e.g. rates, customer type etc.). The baseline accounts will be used to test both the validity of the converted data and that the configuration begins to conform to the Functional Discovery document. City of Santa Fe will provide results from testing through the Customer Wise tool which tracks all anomalies.

Subtask 3.5.1 – Deliverables

Subtask 3.5.1 Deliverables	• Initial Data Conversion Load • Identification of Baseline Accounts • Data Validation Results • Initial Configuration Rollout

Subtask 3.5.2 – Subsequent Data Refreshes

Advanced will conduct a series of data refreshes (minimum of 5, including Go Live), until the data conversion and configuration are Go Live ready.

Subtask 3.5.2 – Deliverables

Subtask 3.5.2 Deliverables	• Data Refreshes • Data Validations

Subtask 3.6 – Phase 6 – Core Team Training

Subtask 3.6		
Start	*End*	*Duration*
Week 7	Week 17	11 weeks

City of Santa Fe core functional and core technical teams will be trained by Advanced to use CIS Infinity prior to starting functional testing. CIS Infinity Core Team Training covers all of the major system components. A full training syllabus is provided in the Training Plan.

Training will show all aspects of CIS Infinity functions. Training will accommodate up to 10 participants.

During training sessions, City of Santa Fe will document any potentially new processes. Any system bugs, set up issues, conversion issues and deficiencies shall be entered in CustomerWise by City of Santa Fe. Advanced will assist City of Santa Fe with this process to ensure all items are documented through CustomerWise. Deficiencies can be entered into CustomerWise by City of Santa Fe testers or

Advanced testers, any users who are given access to the system, and other personnel who may be involved during the Software Testing phases.

The Advanced PM will be proactive in the resolution of items logged in CustomerWise so as not to interrupt the continuity of testing. The Advanced PM will provide responses including analysis and level of effort to fix deficiencies. The Advanced PM or designee will document (in detail) any known work-around solutions and communicate these to the City of Santa Fe's Project Manager.

Advanced is responsible for fully testing and correcting any deficiencies found during training. New builds that result from training deficiencies will be data validated by Advanced.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• CustomerWise Training for software issue entry and tracking • Standard Training Documentation • Completion of onsite Instructor-Led Core Team Training

Subtask 3.7 – Phase 7– Reports Development and Delivery

Subtask 3.7		
Start	*End*	*Duration*
Week 17	Week 18	2 weeks

Reports identified as required by City of Santa Fe in the Reports Discovery phase (Subtask 3.4.1) will be documented by Advanced using a **Reporting Matrix.** The Reporting Matrix will match the CIS Infinity standard report names to each required report. Custom reports are also documented in the Reporting Matrix. A specification/mockup will be created for review and acceptance by City of Santa Fe. Custom reports to be developed and delivered by Advanced, once sign off on specifications has taken place.

Subtask 3.7 – Deliverables

Subtask 3.6 Deliverables	• Reporting Matrix • Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.8 – Phase 8 – Interface/Modification Delivery

Subtask 3.8		
Start	*End*	*Duration*
Week 24	Week 35	12 weeks

Once the interface/modification has been developed by Advanced and successfully compiled, City of Santa Fe will be notified that the interface/modification is ready to be released and applied to the City of Santa Fe test environment through an executable or build. Advanced will roll out the modifications into

the City of Santa Fe test environment remotely. Advanced will ensure that all Advanced development work is put through our QA process.

Subtask 3.8 – Deliverables

Subtask 3.7 Deliverables	• Deployment and Rollout of Modifications and Interfaces over the period of Integration Testing cycles.

Subtask 3.9 – Phase 9 – Software Testing

Subtask 3.9		
Start	*End*	*Duration*
Week 24	Week 50	27 weeks

Advanced will support all software testing through a combination of onsite support, remote support and WebEx online support. Validated testing criteria will be used to determine if the testing phase is complete and the system is ready for the next cycle of testing. The Advanced PM will provide City of Santa Fe with generic test scripts. Modification of test scripts to match City of Santa Fe's specific business scenarios is the responsibility of City of Santa Fe. From the test scripts City of Santa Fe will create an ITC Plan (Integration Testing Cycle), and User Acceptance Test (UAT) Plan.

At the start of each test cycle, a full data conversion using a fresh data extract will be performed to exercise the data conversion process and to update any required data fixes that are found through testing. With each data conversion Advanced will provide and City of Santa Fe will verify all balancing metrics that were agreed upon in the Data Conversion Discovery. Deficiencies found during the Software Testing Phase will be entered into CustomerWise for the correction of configuration, data conversion and/or system deficiencies. Deficiencies will be entered into CustomerWise by City of Santa Fe. CustomerWise maintains a history of analysis and problem resolution.

CustomerWise will be managed and maintained by the Advanced PM and will be reviewed in accordance with the Issue Management process with both Advanced and City of Santa Fe staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in CustomerWise so that they will be resolved within a timely manner. The Advanced PM or designate will document (in detail) any known work around solutions and communicate it to the City of Santa Fe Project Manager.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans where applicable.

The software testing phase is spilt into the following three test cycles:

1. **Functional Testing**

   Functional testing will utilize the baseline accounts to confirm that the data conversion and basic functions in the system are working as expected. Individual accounts will be reviewed and will run through a full meter to cash process. In the review of these individual accounts, City of Santa Fe will be tasked with testing each rate element in the system and completing a rates testing matrix to confirm that the billing process works prior to starting a cycle billing process. This rate testing will be done against a series of baseline accounts and will look at each rate scenario and all of the associated proration activities that can affect a rate calculation.

   Functional Testing is modular and does not test the system end-to-end.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Load • Rates Testing Matrix

2. **Integrated Testing Cycle (ITC)**
   ITC will utilize generic testing scripts and system scenarios to confirm that the data conversion and system processes are functioning as expected. ITC is broken down into two sub-phases.

   - ITC1 is intended to exercise full scale testing of the system for meter reading, bill calculation, bill print, cash collections and collections processing. This will also involve testing the customer service functions within the system for items such as Move In and Move Out and service order processing.
   - ITC2 emulates the same process with a refreshed data conversion set and any configuration changes that have been made to the system. Prior to the start of ITC2, another full rollout of data conversion and configuration review is performed onsite or remotely to ensure additional knowledge transfer to City of Santa Fe on how CIS Infinity is configured to meet City of Santa Fe's business needs. Once the rollout is complete, testing of the system through ITC2 will commence to ensure that all system processes are performing as expected. Both ITC1 and ITC2 will have mutually agreed-upon performance and accuracy metrics and criteria to ensure the system is matching the expected results. These performance and accuracy metrics will be presented for approval to City of Santa Fe Project Manager for adoption prior to starting User Acceptance Testing. ITC2 will incorporate testing of interfaces and modifications.

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.9.2 Deliverables	• Integration Test Scripts • ITC1 Data Conversion Load • ITC1 Test Plan Outline • ITC1 Acceptance Criteria • ITC1 Plan Completion and Signoff • ITC2 Data Conversion Load • ITC2 Test Plan Outline • ITC2 Acceptance Criteria • ITC2 Plan Completion and Signoff

3. **User Acceptance Testing (UAT)**
   The final phase of testing is UAT and starts with a code freeze. Only critical path items will be altered during this phase as agreed upon by both parties after analyzing the risk of introducing these changes. Once complete, the UAT constitutes acceptance of the system as ready for Go Live. In combination with staff training readiness and organization readiness, the UAT and its acceptance help to drive the Go/No Go criteria that lock down the live date of the software.

Advanced will coordinate with City of Santa Fe to select the integration test scripts that will be used during UAT.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.9.3 Deliverables	• UAT Data Conversion Load • UAT Test Plan Outline • UAT Acceptance Criteria • UAT Plan Completion and Sign Off

The Advanced PM will work with City of Santa Fe to ensure that test results for each testing phase provide evidence that CIS Infinity capabilities have been properly integrated and tested in City of Santa Fe's test environment. Advanced will work with City of Santa Fe to support performance tests.

Subtask 3.10 – Phase 10 – End User Training

Subtask 3.10		
Start	*End*	*Duration*
Week 26	Week 50-	25 weeks

Advanced will provide CIS Infinity End User training to City of Santa Fe to secure a working knowledge of CIS Infinity using acceptable adult learning principles. As part of the Training Plan, Advanced will work with City of Santa Fe to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe staff attendance needs.

Each End User training session will have an attendance sheet that matches the End User training schedule. Once each session is complete, City of Santa Fe will sign-off on a **Training Session Sign-off Form** signifying that the training session has been completed.

Subtask 3.10 – Deliverables

Subtask 3.10 Deliverables	• Completion of onsite Instructor Led End User Training • Training Session Sign-off

Subtask 3.11 – Phase 11 – Go/No Go Criteria

Subtask 3.11		
Start	*End*	*Duration*
Week 50	Week 50	1 week

Advanced will initiate a process of gauging system readiness that will be measured using jointly-defined Go/No Go Criteria by Advanced and City of Santa Fe to determine if CIS Infinity is prepared for use in a production environment. The criteria will be agreed to by City of Santa Fe Project Manager and documented by Advanced in the **Go/No Go Criteria List**.

The following will be part of the process:

- Review system readiness
- Review staff readiness
- Review organization readiness

Subtask 3.11 – Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria List • Review, Sign-off and Authorization

Subtask 3.12 – Phase 12 – Transition to Live

Subtask 3.12		
Start	*End*	*Duration*
Week 54	Week 54	1 week

The Advanced PM will develop a **Cutover Plan** that details the steps and responsibilities for Advanced and City of Santa Fe to transition CIS Infinity to City of Santa Fe production (live) environment. The **Cutover Plan** will include but not be limited to the following items:

- Full emergency contact information
- Detailed steps and communications of when data extract is obtained and data conversion is returned
- Ordered steps for ensuring balancing of the system
- Determination of whether a test system is refreshed at the same time as production for any required process testing
- Post-cutover test plan and checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release that documents that the system has been handed to City of Santa Fe in full balance

The transition to live will have a new data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe and the Advanced PM.

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe staff.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Cutover Plan • Final Release Data Conversion Load

	• AR Balancing Sign Off • Data Conversion Validation Parameters sign off • Year and month active confirmation • AR summary details Sign Off • Transaction code Sign Off • Rates Sign Off

Subtask 3.13 – Phase 13 – Post Go Live

Subtask 3.13		
Start	*End*	*Duration*
Week 55	Week 64	8 week

Advanced will assist City of Santa Fe throughout the post live implementation phase to identify and respond to any needs and concerns. During the Post Go Live period, Advanced will supply, as per the agreement, a combination of onsite, remote, and WebEx online support to ensure a smooth transition to support. During this phase of the project, the following items will be supplied to City of Santa Fe:

- Weekly PM and technical staff meetings to review all high-priority items.
- Combination of onsite and remote customer support.
- Full transition to support Audit (internal to Advanced).
- Introduction and transition to Support.

Throughout the Post Go Live period, the Advanced PM will continue to act as primary resource for all issues. Upon completion of the Post live support period, City of Santa Fe will transition to the Advanced's Customer Service and Support Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Completion of Post Go Live Support • Transition to Support

ITEM # 13-1138

EXHIBIT B TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEE N. HARRIS COMPUTER CORPORATION AND THE CITY OF SANTA FE SOFTWARE LICENSE AGREEMENT

THIS AGREEMENT made as of the 11th day of November, 2013.

BETWEEN:

N. HARRIS COMPUTER CORPORATION
("Harris")

- and -

CITY OF SANTA FE
("City of Santa Fe")

RECITALS

1. Harris owns the Software (as defined below);

2. The City of Santa Fe wishes to acquire a license to utilize the Software

3. Harris wishes to grant the City of Santa Fe a license to utilize the Software.

4. The City of Santa Fe and Harris agree to enter into separate agreements each dealing with a separate aspect of the Software: a Information Technology Agreement, Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE I.
INTERPRETATION

Section 1.01 Definitions

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

(a) **"Agreement"** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to "Articles" or "Sections" mean and refer to the specified

Article or Section of this Agreement except where a different agreement is explicitly identified.

(b) "**Completion of Services**" shall have the definition ascribed to it in the Software Implementation Services Agreement.

(c) "**Concurrent User License**" means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule "A".

(d) **"Confidential Information"** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking and subject to the Confidentiality provisions of Article 6.01 herein, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.

(e) **"Designated Computer System"** shall mean the City of Santa Fe's platform and operating system environment which is operating the Software.

(f) **"Documentation"** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.

(g) **"License"** means the license granted to the City of Santa Fe pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.

(h) **"License Agreement"** means this Software License Agreement.

(i) **"Release"** means an Update and an Upgrade.

(j) **"Required Programs"** have the meaning set out in Section 3.03.

(k) **"Site License"** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.

(l) **"Software"** means the software products that are listed in Schedule "A" and to which the License applies.

(m) **"Update"** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.

(n) **"Upgrade"** means a major overhaul of the Software which is a complete new version of the Software.

(o) **"User"** means any employee of City of Santa Fe or any of City of Santa Fe's agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

Section 1.02 Currency

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

Section 1.03 Schedules

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

Schedule "A" - Description of Software
Schedule "B" - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

ARTICLE II.
SOFTWARE LICENSES

Section 2.01 Grant of Licenses

(a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the City of Santa Fe a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the "License") in consideration for the payment of the License fees. All Releases installed by City of Santa Fe are subject to this License.

(b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by City of Santa Fe for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to City of Santa Fe's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City of Santa Fe agrees that the original copy of all Software furnished by Harris and all copies thereof made by City of Santa Fe are and at all times remain the sole property of Harris.

(c) Any License granted under this License Agreement permits the City of Santa Fe to: (i) use the Software for its municipal and corporate purposes including, but not limited to,

performing testing, disaster recovery, disaster testing, training, archival and backup as the City of Santa Fe deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the City of Santa Fe shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The City of Santa Fe shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.

(d) The City of Santa Fe may duplicate Documentation, at no additional charge, for the City of Santa Fe's permitted uses so long as all required proprietary markings are retained on all duplicated copies.

(e) The Software is licensed to the City of Santa Fe on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".

(i) A Concurrent User License permits the City of Santa Fe to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the City of Santa Fe who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).

(ii) A Site License permits the City of Santa Fe to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City of Santa Fe requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The City of Santa Fe may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

(f) As between Harris and City of Santa Fe, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

Section 2.02 Term of License

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

Section 2.03 Restrictions on Use

(a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, City of Santa Fe shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with City of Santa Fe's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City of Santa Fe shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit City of Santa Fe to do otherwise.

(b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by City of Santa Fe. Any rights not expressly granted herein are reserved. City of Santa Fe may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

Section 2.04 Ownership of Software and Confidential Information

(a) The City of Santa Fe acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the City of Santa Fe agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.

(b) The City of Santa Fe will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.

(c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the City of Santa Fe is complying with its obligations, City of Santa Fe shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide City of Santa Fe with reasonable notice of any such audit.

Section 2.05 Ownership and Disposition of Documents

(a) The parties agree that no materials or documents are being created for City of Santa Fe by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.

(b) Only where the City of Santa Fe requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the City of Santa Fe shall be the exclusive owner of all such custom, materials and documents which are developed or prepared by Harris specifically for the City of Santa Fe so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

ARTICLE III.
REPRESENTATIONS AND WARRANTIES

Section 3.01 Warranty of Performance

Harris warrants to the City of Santa Fe that:

(a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City of Santa Fe has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City of Santa Fe's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.

(b) it has the full right, authority and power to enter into this License Agreement and to grant to the City of Santa Fe the Licenses and rights conveyed by this License Agreement; and

(c) the Software is an original work of authorship.

Section 3.02 No Other Warranties

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City of Santa Fe acknowledges that there are no further representations or warranties:

(a) that the functions contained in the Software will operate in the combinations which may be selected for use by the City of Santa Fe or will meet the City of Santa Fe's requirements and satisfy its intended results;

(b) that the operation of the Software will be error free.

Section 3.03 Required Programs

(a) The City of Santa Fe acknowledges that the use of the Software requires that the City of Santa Fe obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City of Santa Fe agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City of Santa Fe is provided with commercially reasonable advance notice.

(b) City of Santa Fe's hardware must also be of sufficient quality, condition and repair, and the City of Santa Fe agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that City of Santa Fe's hardware is not of sufficient quality, condition and repair, Harris shall notify City of Santa Fe in writing of the Hardware deficiencies. City of Santa Fe will strive to remedy any hardware deficiencies within 30 days of notification

Section 3.04 Exclusions to Warranty

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

(a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where City of Santa Fe has taken any action which is expressly prohibited by the Documentation or this License Agreement;

(b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;

(c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;

(d) City of Santa Fe's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to City of Santa Fe is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or

(e) natural disasters, power surges, lightning strikes, and the like.

ARTICLE IV.
FEES AND PAYMENTS

Section 4.01 Fees and Payments

(a) The City of Santa Fe agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The City of Santa Fe shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.

(b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement City of Santa Fe shall have thirty (30) days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

ARTICLE V.
REMEDIES, LIABILITY AND INDEMNITY

Section 5.01 Remedies and Liability

(a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.

(i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03~~SECTION 5.03~~, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DIRECT DAMAGES RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS LICENSE AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS

BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

Section 5.02 Intent

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

Section 5.03 Intellectual Property Indemnity

(a) In the event there is a third party claim against City of Santa Fe alleging that City of Santa Fe's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City of Santa Fe's jurisdiction, Harris shall, at its expense, defend and indemnify City of Santa Fe and pay any final judgment (including all damages awarded against City of Santa Fe) against City of Santa Fe or settlement agreed to by Harris on City of Santa Fe's behalf. This indemnity is only effective where (i) City of Santa Fe has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City of Santa Fe assists and provides information to Harris throughout the action or proceeding, and (iv) City of Santa Fe has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by City of Santa Fe of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related therewith and the settlement thereof. In the event that the City of Santa Fe's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, City of Santa Fe agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City of Santa Fe the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

(b) The foregoing states Harris's entire liability, and the City of Santa Fe's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade

secret or other property interest rights relating to the Software, or any part thereof or use thereof.

(c) City of Santa Fe may, at City of Santa Fe's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

Section 5.04 Remedies

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City of Santa Fe for liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

ARTICLE VI.
GENERAL

Section 6.01 Confidentiality

(a) Duty Owed to the City of Santa Fe -- The Confidentiality Article 6.01 is subject to the requirements and limitations of the New Mexico Inspection of Records Act ("IPRA") and the cases and the Attorney General Opinions and Letters. In the event of a conflict, the City shall comply at all times with IPRA. Harris acknowledges that it may receive information from the City of Santa Fe or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City of Santa Fe or through the fault of the City of Santa Fe, Harris agrees:

(i) to maintain this information in confidence;

(ii) not to use this information other than in the course of this License Agreement;

(iii) not to disclose or release such information;

(iv) not to disclose or release such information to any third person without the prior written consent of the City of Santa Fe, except for authorized employees or agents of Harris; and

(v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this License Agreement, any material or information, including the information, without first obtaining the written consent of the City of Santa Fe.

(b) Duty Owed to Harris -- The parties agree that if the City of Santa Fe breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

Section 6.02 Termination

(a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.

(b) If City of Santa Fe has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

Section 6.03 Procedure on Termination

(a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) days following such termination, the City of Santa Fe shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City of Santa Fe, that all copies of the Software or any part thereof, in any form, within the possession or control of the City of Santa Fe have either been returned to Harris or deleted.

(b) If this License Agreement is terminated following the Completion of Services, then the City of Santa Fe may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City of Santa Fe will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City of Santa Fe as set out in Article II.

(c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

Section 6.04 Mediation

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take in the City of Santa Fe, New Mexico; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

Section 6.05 Addresses for Notice

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

and in the case of the City of Santa Fe, to:

801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Peter Ortega
Telephone: 505-955-4364

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

Section 6.06 Assignment

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

Section 6.07 Reorganization

The City of Santa Fe acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the City of Santa Fe as of the Effective Date. To the extent that the City of Santa Fe amalgamates, consolidates or undergoes any similar form of corporate Reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City of Santa Fe is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the City of Santa Fe shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City of Santa Fe undergoes a Reorganization involving only other City of Santa Fes that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the City of Santa Fe will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-City of Santa Fe, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

Section 6.08 Entire Agreement

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the License of the Software. The Information Technology Agreement between the City and Harris is a separate Agreement and is binding in its own right and upon their own terms.

Section 6.09 Section Headings

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

Section 6.10 Governing Law

Section 6.11 This License Agreement shall be governed by the laws of the State of New Mexico and the Ordinances of the City of Santa Fe.

Section 6.12 Invalidity

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

Section 6.13 Waiver

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

Section 6.14 Counterparts

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

Section 6.15 Further Assurances

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

Section 6.16 Allocation of Risk

City of Santa Fe acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.

IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CCmtg 11-13-13

APPROVED AS TO FORM:

for 10/21/13

GENO ZAMORA, CITY ATTORNEY

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

Schedule "A"
Description of Software

Software	License Type	Quantity
CIS Infinity	Concurrent User License	30
Infinity.Link	Site License – unlimited users	1
Infinity.Mobile	Site License – unlimited users	1

Required Programs for CIS Infinity Version 3

Application Server Operating System:
Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)

Database Server:
a) Windows Server 2008/2012 running Microsoft SQL Server 2008 or Higher or;
b) Windows Server 2008/2012 or Higher running Oracle 9 or Higher or;
c) Unix/Linux/AIX (any version) running Oracle 9 or Higher

Network: Widely accepted network infrastructure utilizing TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

Recommended Workstation Software:

a) Microsoft Office (Word/Excel) 2007 or Higher (2010/2013)
b) NET 4.0 Framework Installed

Optional Workstation Software:

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration
a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

* All software must be running the latest recommended patches from the respective provider of such software.

User Permissions

Each user of CIS Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the defined local CIS folder of the local workstation they are working from:

- Read
- Write
- Modify

Required Programs for Infinity.Link

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Google Chrome, Apple Safari
b) Any of the above browsers that are available on popular smartphones and tablets

* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS Infinity functionality via the Harris Payment Gateway. Any interface to another payment processing vendor is an additional fee of a minimum $30,000. This fee could be higher if development is required. An annual maintenance fee of 25% of this additional fee is required.

Required Programs for Infinity.Mobile

Application Server Operating System:

a) Windows Server 2008 or Higher with Microsoft Internet Information Service (IIS 7.5)
b) .NET 4.x Framework Installed

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

a) Latest versions of common browsers - Microsoft Internet Explorer 7.0, Mozilla Firefox, Apple Safari
b) Any of the above browsers that are available on tablets

Schedule "B"
License Fees and Payment Schedule

License Fees

	Description	Quantity	Cost
License Fees	CIS Infinity – Concurrent User License	30	$275,000
	Infinity.Link – Site License	1	$40,000
	Infinity.Mobile – Site License	1	$30,000
	Gross Receipts Tax		$14,094
	Total License Fees		**$289,094**

Payment Schedule

Ref	Milestone	Amount
LP1	On execution of this Agreement (50%)	$144,547
LP2	On completion of final Discovery week (25%)	$72,273
LP3	On initial installation of CIS Infinity using the City of Santa Fe's specific data (25%)	$72,273
	TOTAL	**$289,094**

ITEM # 13-1139

EXHIBIT C TO THE INFORMATION TECHNOLOGY AGREEMENT BETWEEN THE CITY OF SANTA FE AND N. HARRIS COMPUTER CORPORATION

SUPPORT AND MAINTENANCE AGREEMENT

RECITALS

1. Harris owns the Software which has been licensed to City pursuant to a Software License Agreement;

2. The City wishes to receive support and maintenance services related to the Software;

3. Harris shall provide the support and maintenance services related to the Software;

4. The City and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

NOW THEREFORE, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").

2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and City.

3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the City will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.

4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").

5. In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below, being approximately equal to 25% of the license fees paid. The Support and Maintenance Fee will be billed annually in advance but the initial Support and Maintenance Fee for the initial term is due six (6) months following the date on which this Support and Maintenance Agreement is executed and thereafter on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If the City would like to match the annual invoicing

of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term but City shall only be billed once per year subject to the following: the Support and Maintenance Fee shall not increase for the first renewal term but thereafter the Support and Maintenance Fee will only rise by an amount equal to the Consumer Price Index as published by the Bureau of Labor Statistics for the most recent year prior to the date on which Harris provides its notice of the new Support and Maintenance Fee to City for each subsequent renewal term.

6. In addition to the Support and Maintenance Fee, City shall reimburse Harris for its direct expenses in providing support services ("Billable Fees") pursuant to this Support and Maintenance Agreement which include as of the Start Date:

(a) courier services, photocopying, faxing, long distance phone calls and reproduction services,

all reasonable travel costs including travel time to be capped at 6 hours per trip, $45 per diem meals in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage Act. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

and all other pre-approved by the City in writing expenses incurred in the performance of Harris's duties hereunder.

7. Harris shall supply all Upgrades to City at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade that will be subject to Harris's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates.

8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of City 's Software support will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.

9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied in relation to the services required for a Release shall be paid by City .

10. The initial term of this Support and Maintenance Agreement shall be for one year beginning on the Start Date or as the initial term has been modified pursuant to Section 5. Thereafter, this Support and Maintenance Agreement shall automatically renew for the first three renewal terms on an annual basis unless the City provides 30 days' notice prior to the end of the initial term and any applicable renewal term. This Support and Maintenance Agreement shall automatically expire following the third renewal term and each renewal term thereafter unless the City provides its 30 days' notice of its intent to renew in writing prior to the anniversary of such date. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any Billable Fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.

11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.

12. Harris and the City shall have the right to terminate this Support and Maintenance Agreement immediately if:

    (a) Either party attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a City , without complying with the License Agreement; or

    (b) City has not paid an invoice within thirty (30) days of the start of a renewal term that the City has provided a notice of intent to renew.

13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.

14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.

16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law, specifically as

required by the New Mexico Inspection of Public Records Act, which Harris and the City agree shall control in the event of a conflict.

17. (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.

(b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City 's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.

1. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT DURING THE PRECEDING TWELVE MONTH PERIOD IN WHICH THE CLAIM IS MADE.

2. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates. The liability of each party under this Support and Maintenance Agreement is in relation to the specific services provided for explicitly under this Support and Maintenance and is not in relation to any

services provided under the Information Technology Agreement entered into coincidentally with this Support and Maintenance Agreement.

19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.

20. The City may, at City 's option, enter into an escrow arrangement with Harris. Upon the City 's request:

    (i) City shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").

    (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".

21. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such.

22. This Support and Maintenance Agreement may not be assigned by the City or Harris unless, pre-approved in writing by the other party concurrently with any such assignment, and further unless the City assigns its rights under, and complies with the provisions of the License Agreement or where such assignment is permitted in the Information Technology Agreement.

23. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.

24. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

25. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Schedule "A"

Escrow Terms

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

(a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.

(b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the City 's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.

(c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.

(d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City .

(e) The termination of the Support and Maintenance Agreement shall immediately end the City's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.

(f) This Schedule "A" shall form part of the Support and Maintenance Agreement

only where an Escrow Arrangement is entered into by the parties. The Escrow Agreement provides that either the Escrow Agent or Harris will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

Exhibit 1
Annual Support and Maintenance Fee

Year 1 Support and Maintenance Fees: $68,750 Total

CIS Infinity	$51,250
Infinity.Link	$10,000
Infinity.Mobile	$7,500

Exhibit 2

Standard Support and Maintenance Services – Standard Guidelines

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the City .

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)

Help Desk Hours
Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

Response Times

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

Call Priorities

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

Priority 1 – High

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

Priority 2 - Medium

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

Priority 3 - Low

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

Call Process

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.

- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.

- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.

- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.

- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.

- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.

- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

Escalation Process

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

Level 1: Contact the support representative working on your issue

Level 2: Contact the support supervisor or group lead

Level 3: Contact the Director of Support

Level 4: Contact the Vice President of Operations

Level 5: Contact the Executive Vice President

Holiday Schedule

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

Billable Support Services

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services (PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

Test Databases and Environments

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

Connection Methods

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the City 's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

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

N. HARRIS COMPUTER CORPORATION

Per: _____

Name Peter Fanous
Title: Executive Vice President

N. HARRIS COMPUTER CORPORATION

Per: _____

Name: Aviva Cohen
Title Vice President, Finance

CITY OF SANTA FE:

_____

DAVID COSS, MAYOR

11-26-13

DATE

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CCMtg 11-13-13

APPROVED AS TO FORM:

GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

11/26/13

MARCOS A. TAPIA,

FINANCE DIRECTOR

52201. 570850

Business Unit/Line Item

ITEM # 15-0460

AMENDMENT No. 1 TO THE CITY OF SANTA FE INFORMATION TECHNOLOGY AGREEMENT

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe Information Technology Agreement dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide billing system support and maintenance services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include Exhibit "D –CO#1" and Exhibit "E-CO#2" which is attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of nineteen thousand five hundred dollars ($19,500) plus applicable gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed one

million fifty two thousand nine hundred seventy six dollars ($1,052,976) including NM gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A, D and E.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

BRIAN K. SNYDER, CITY MANAGER

Date: 6-10-15

CONTRACTOR:

NAME & TITLE (PETER FANOUS, EVP)

Date: May 22/15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

6/1

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 6-8-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED™
UTILITY SYSTEMS
a Division of N. Harris Computer Corporation

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 1

Description: Out of Scope Mod – GIS Service Address Verification and Validation CW96100

Exhibit "D"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
(Other)		
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: November 19, 2014

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order is required for the following out of scope modification. As per the Interface Discovery discussion with Virginia, Santa Fe would like to proceed with the development of a Master Address Interface that is outside of the current scope of work.

Change Details

The purpose of this interface is to keep the addresses in CIS and GIS in sync, given the fact that GIS will be Santa Fe's system of reference for service addresses.

The addresses will be created in GIS and then imported in the CIS Address lookup table (CON216). When a new service address (account) is created in CIS, or changes are made to an existing service address, the address is validated against the addresses imported in the Address Lookup table from GIS.

We are estimating the effort to be 40 hours at a rate of $150 per hour = $6000

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
OUT OF SCOPE – GIS Service Address Verification and Validation	40 hours at rate of $150/hour	$6000
Total		$6000

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Apr-20-2015

Change ID: Change Order # 2

Description: Out of Scope Modifications – Meter Reading Interface with New Badger AMI System and Beacon System Interaction

Exhibit "E"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: March 23, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

The City of Santa Fe will be implementing a new Badger AMI wireless remote meter reading system which will require the creation of a new interface to CIS Infinity along with data interaction to the new Beacon system. The request is logged via CustomerWise ticket # 102697. This Change Order outlines the details and work effort to create and implement these items.

Change Details

The new Badger AMI wireless remote meter reading system will contain much of the data currently used with the existing Badger meter read file. The City has identified they will be using the format of Badger Plus. This format has been provided to Advanced Utility. The important differences are:

- The inclusion of latitude and longitude references. Currently the City of Santa Fe is not using this functionality within Infinity but will move to using this with the new meter system.
- The functionality of storing longitude and latitude exists within Infinity with no modifications required.
- Other fields required by the new meter reading system – i.e. tamper code, trouble code and read code, are used within the existing the Badger meter reading interface.
- The existing functionality of generating the new Badger interface will be the same as the existing Badger interface.

Additionally, new processes will be configured using existing Advanced Interface Manager (AIM) functionality to interact with the Beacon system.

The first new process to be configured will allow for exporting of key customer/account/meter data elements into a CSV file for consumption by the Beacon system. This process will be configured in such a way to allow for exporting of an entire cycle or one or more books in a particular cycle.

The second new process to be configured will allow for importing of meter change information. This process will read in a CSV file from the Beacon system and process each record to perform a meter change. Specifically:

- Recording (from the file) the meter exchange date and final (removal) read for the old meter
- Adding the new meter to the account including recording the install date and the initial read.

- As part of the Badger meter replacement process, CIS Infinity will provide a data dump to Badger for loading into the Beacon system.
- This data extract will contain the existing Badger customers that need to have the meter replaced.

- The extract will contain the following fields:

Field	FieldType
PMI Unique Identifier	integer
Start Time	datetime
Before Photo	image
Old Meter Number	text
Out Read	integer
Out Read Photo	Image
Old Transmitter	text
Meter Size/Type	text
New Meter	text
New Transmitter	text
Meter Photo	image
Flow Check	Y/N
Area Clean	Y/N
Transmitter Mount	Y/N
Lid Secure	Y/N

GPS	text
Lid Photo	image
Installer	text
Install Notes	text
End Time	datetime

- These fields are available within Infinity and are able to be extracted via existing AIM interface functionality.
- This data will be loaded into the Beacon application and used to identify meters to be changed.
- The Beacon tool will also provide the final reads from the changed meters – these will be loaded into Infinity via the meter exchange interface – standard AIM functionality.
- Using standard Infinity AIM functionality, the meter read loading file will be configured within Infinity for the new Badger meters.
- These specifications have been provided by City of Santa Fe.

The estimate for this work effort is 90 hours at a rate of $150 per hour = $13,500.00.

Payment in full is due upon signing through the existing invoicing procedure.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
New Meter Reading Interface to Badger AMI System	40 hours @ $150/hour	$6,000.00
New Beacon system Interaction with CIS	50 hours @ $150/hour	$7,500.00
Total	90 hours	$13,500.00

* Net of applicable taxes and associated expenses

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☐ or CONTRACT AMENDMENT ☑

2 Name of Contractor N Harris Computer Corp

3 Complete information requested

☐ Plus GRT

☑ Inclusive of GRT

Original Contract Amount: $1,033,476.00

Termination Date: November 13, 2017

☑ Approved by Council Date: November 13, 2013

☐ or by City Manager Date:

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount $ 1033476

Extend Termination Date to: na

☐ Approved by Council Date:

☑ or by City Manager Date: Pending

Amendment is for: Increase comp and scope

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments)

☐ Plus GRT

☑ Inclusive of GRT

Amount $ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount $ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 1,052,976

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: November 26, 2013

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other _____

6 **Procurement History:** Year 2 of 4
example: (First year of 4 year contract)

7 **Funding Source:** water ubs **BU/Line Item:** 52201.57085

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Maya Martinez

Phone # -4271

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Budget available to segregate the amendment - 6/3/15

m

City of Santa Fe, New Mexico

BUSINESS LICENSE

City Of Santa Fe
PO BOX 909
Santa Fe NM, 87504

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINACE, §28-1 SFCC 1987

Official Document
Please Post

Business Name: **ADVANCED UTILITY SYSTEMS**

Location: **LINCOLN AVE**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTY**

Comment:

Control Number: 0063973

License Number: 15-00129788

Issue Date February 05, 2015

Expiration Date December 31, 2015

ADVANCED UTILITY SYSTEMS
10550DEERWOOD PARK BLVD STE700

JACKSONVILLE FL 32256

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC. and
N. HARRIS COMPUTER CORPORATION
1 ANTARES DRIVE, SUITE 400
OTTAWA, ON K2E 8C4

CERTIFICATE HOLDER

CITY OF SANTA FE
801 W. SAN MATEO
SANTA FE, NM 87504

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY **A** Zurich Insurance Company Ltd. *(AM Best rating A+)*

COMPANY **B** Liberty Insurance Corporation *(AM Best rating A)*

COMPANY **C**

COMPANY **D**

COMPANY **E** Zurich American Insurance Company *(AM Best rating A+)*

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.
LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY $1,000,000 LIMIT, ADVERTISING LIABILITY $1,000,000 LIMIT TENANT'S LEGAL LIABILITY $1,000,000 LIMIT, MEDICAL EXPENSES $25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2014/09/27	2015/09/27	$ 1,000,000 $ 10,000,000 $ 1,000,000	EACH OCCURRENCE GENERAL AGGREGATE PRODUCTS – COMPLETED OPERATIONS AGGREGATE
AUTOMOBILE LIABILITY - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	$ 1,000,000	EACH OCCURRENCE
UMBRELLA LIABILITY	A	8838706	2014/09/27	2015/09/27	$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
WORKERS COMPENSATION & EMPLOYER'S LIABILITY ***WC - STATUTORY LIMITS*** INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC7-B71-170802	2014/09/27	2015/09/27	$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/ EMPLOYEE -DISEASE POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

BROKER
The CG&B Group, part of Arthur J. Gallagher Canada Limited
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION
Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME
SHEHNAZ ANDANI

DATE (YYYY/MM/DD)
2015/05/14

ITEM # 15-0856

CITY OF SANTA FE
AMENDMENT No. 2 TO
PROFESSIONAL SERVICES AGREEMENT

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

RECITALS

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "F –CO#3" and Exhibit "G-CO#4", attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one hundred sixty nine thousand five hundred dollars ($169,500) inclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one

million two hundred twenty two thousand four hundred seventy six dollars ($1,222,476) inclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits A-G.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

JAVIER M. GONZALES, MAYOR

DATE: 9-1-15

CONTRACTOR:
N. HARRIS COMPUTER CORP.

NAME & TITLE PETER FANOVS, EVP

DATE: 9-22-15

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
CC mtg. 8/26/15

APPROVED AS TO FORM:

7/13
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED: 8-28-2015

OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850
Business Unit/Line Item

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: May-19-2015

Change ID: Change Order # 3

Description: Out of Scope Mod – Project Extension to July 2015 v1.1

Exhibit "F"

Authorization

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date: 6/9/2015
Advanced Project Manager	Jeff Bissonnette	Jeff Bissonnette
		Date: April 8, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

Based on Project delays for various reasons, Advanced agreed to add 320 hours at no charge to Santa Fe to extend the Go-Live date to July 6, 2015.

Change Details

Please reference PDF document "City of Santa Fe Response – April 8 2015" for CO details and assumptions.

Estimate of Hours / Costs *

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to July 6, 2015	320 hours @ $150/hour	No charge
Total		No charge

* Net of applicable taxes and associated expenses

ADVANCED
UTILITY SYSTEMS

City of Santa Fe

CIS Infinity Change Order

Date: Jul-06-2015

Change ID: Change Order # 4

Description: Project Extension to September 2015

Exhibit "G"

Authorization

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Fe.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date:
Advanced Project Manager	Jeff Bissonnette	*Jeff Bissonnette*
		Date: July 6, 2015

Introduction

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

Scope

A change order to add 1100 hours and travel for the associated on-site activities is required to extend the implementation timelines past the agreed upon revised date of July 6th listed in Change Order #3. A 2.5 month extension (July 6, 2015 to the week of September 14, 2015) and associated travel expenses is supplied via this Change Order. Should the Go-Live date be pushed beyond the week of September 14th, AUS and Santa Fe will need to review any additional costs associated with the delays.

Change Details

The project extension will provide an additional 880 hours (AUS will absorb 220 of the 1100 hours) to the project to cover the remaining phases needed for Go-Live. These include:

- An additional ITC phase (#3) and the associated Data Refresh
- 3 Weeks of End User training
- User Acceptance Testing (UAT) and the associated Data Refresh
- Go-Live Activities and the associated Data Refresh

The 880 hours will cover all on-site and remote activities to support the items above. Post Live support hours (320) are already included in the original contract however, travel expenses have been included in this Change Order to allow for 4 weeks (160 hrs) of on-site support. The remaining 160 hrs will be provided remotely.

The estimation for the extension and the responsibility of the City of Santa Fe is 880 hours at a rate of $150 per hour for a total of $132,000.00.

The number of trips needed has been estimated at 15 at an average cost of $2,500.00 per trip for a total of $37,500.00. Travel will be invoiced as per the original contract. Any additional travel costs beyond the $37,500.00 will need to be re-visited by both AUS and Santa Fe.

Payment in full for the 880 hours is due upon signing through the existing invoicing procedure.

Change Order Summary

a) Requirement	b) Hours	c) Cost ($USD)
Project Extension to the week of September 14, 2015 for Go-Live	880 hours at rate of $150/hour	$132,000.00
Additional travel for on-site activities	15 trips at approximately $2,500 per trip	$37,500.00
Total (net of any applicable taxes)		**$169,500.00**

CITY OF SANTA FE ITEM # 19-0070

AMENDMENT NO. 3
to the
Information Technology Agreement (Contract No. 13-1137)

This Amendment No. 3 amends Contract No. 13-1137 and is made as of the 29 day of April, 2019 (the "Effective Date"), by and between the **City of Santa Fe, New Mexico** (the "CITY") and **N. Harris Computer Corporation** ("HARRIS") for which Advanced Utility Systems, a division of HARRIS, shall perform the Services (as defined in the Agreement).

RECITALS

A. WHEREAS, in November 2013 the CITY and HARRIS entered into an agreement for licensing, implementation and support of the CIS Infinity software (the "Software"), the *Information Technology Agreement* (Contract No. 13-1137) (the "Agreement"), which is comprised of the following; (1) the Scope of Work/Services (as Exhibit A of the Agreement); (2) the *Software License Agreement* (as Exhibit B of the Agreement, Contract No. 13-1138); (3) and the *Support and Maintenance Agreement* (as Exhibit C of the Agreement, Contract No. 13-1139);
B. WHEREAS, work on the project was suspended pending approval of a Change Order; and
C. WHEREAS, the parties wish to recommence work on the project in accordance with the following changes to the Agreement.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to:

Amend the Agreement, as follows:

ARTICLE 2 – SCOPE OF WORK

1. Article 2(B) shall be deleted and replaced with the following:

   Performance Measures: If Contractor should neglect to perform the Services properly or otherwise fails to comply with the requirements of this Agreement, City must notify Contractor in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Contractor must either correct the default at no additional cost to City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) days immediately following receipt of a Default Notice. If Contractor fails to correct the default, or issue a notice disputing the alleged default, in either case within forty-five (45) days following receipt of the Default Notice, City may terminate the whole of this Contract or part of this Contract relating to the provision of Services and in such case will be responsible for payment of only that part of the fee earned by Contractor for those

Services satisfactorily performed up to the time of communication of such notice of termination to Contractor.

ARTICLE 3 – COMPENSATION

2. Article 3(B) shall be deleted and replaced with the following:

The total compensation under this Amendment No. 3 to Contract 13-1137 is to be determined at a later date upon Council's approval. This amount is a maximum to be paid to Contractor for all work to be performed as set forth in Amended Ex. A, and for any work not yet completed that is set forth in the November 2013 Contract 13-1137. The parties do not intend for Contractor to continue to provide Services outside the scope of Amended Ex. A without compensation.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall be tendered to the Contractor within thirty (30) days of the date of written acceptance of the Payment Invoice. All Payment Invoices must be received by the City no later than thirty (30) days after the termination of this Agreement. Payment Invoices received after thirty (30) days will not be paid.

3. Article 3(D) shall be deleted and replaced with the following:

Retainage. The City shall retain ten percent (10%) of the fixed-price Deliverable cost for each Deliverable that is subject to this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

4. Article 3(E) shall be added as follows:

Late Payment. In the event City fails to pay all or any portion of an invoice on or before ninety (90) days after the date it becomes due, in addition to all other remedies Contractor has under this Agreement or otherwise, Contractor shall have the option to suspend or terminate all Services under this Agreement, EXCEPT if such invoice(s) is (are) not Accepted in accordance with Article 4 paragraph B. Suspension or termination of any such Services shall not relieve City of its obligation to pay its outstanding invoices.

Contractor must submit a detailed statement accounting for all Services performed and expenses incurred. Upon certification by City that the Services have been received and accepted, payment shall be tendered to Contractor within thirty (30) days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, City shall not incur late fees, interest, or penalties unless payment is not tendered within sixty (60) days.

5. Article 3(F) shall be added as follows:

Expenses. CITY shall pay HARRIS for actual expenses as provided in the New Mexico Per Diem and Mileage Act, NM Stat § 10-8-4 (2017), Subsection (K), ("Act"), as interpreted by the New Mexico Administrative Code 2.42.2 and 2.42.9 NMAC, and as in City of Santa Fe Per Diem and Mileage Policy, ("Policy"), whichever provides maximum payment. In addition, City agrees to pay for travel time. Receipts are required for all expenses submitted for reimbursement (receipts for per diem meal expenses will not be required). Actual expenses are excluded from the total fees amount described in Schedule 1 of Amended Exhibit A.
CITY shall reimburse HARRIS actual expenses.

(a) Lodging: Priority for obtaining lodging shall be 1) a hotel providing the government rate; 2) up to $135 if a there are no hotels providing the government rate and; 3) a maximum of $215 (per statute) if no hotel can be found providing either the government rate or overnight stay at a rate of $135 or less.
(b) Meals: meal per diem of $45
(c) Travel Time: maximum of 6 hours travel time per employee per one way trip at a rate of $75 per hour for each trip to Santa Fe
(d) Car Rental and Fuel Costs: one mid-size rental car and associated fuel costs while in Santa Fe
(e) Air Fare: Every effort shall be made to make reservations at least 14 days prior to travel to obtain the most economical fare.
(f) Travel to and from Airport: HARRIS shall use the most economical transportation available.
(g) Travel Agent Fees
(h) Other Expenses: CITY shall reimburse HARRIS for other actual and reasonable expenses incurred in the performance of HARRIS' Agreement obligations to include but may not be limited to: parking; tolls; document copying and production; courier services; and postage.

ARTICLE 4 – ACCEPTANCE

6. Article 4(A) shall be deleted and replaced with the following:

A. Submission. Upon Completion of agreed upon Deliverable as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with each Deliverable, or description of Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed price Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, less ten percentage (10%) retainage.

7. The following paragraph shall be added to Article 4(B):

In the event of any conflict or inconsistency between the requirements in the Scope of Work (as may be amended in writing by the parties) and the requirements in any schedules or exhibits, the

requirements of the Scope of Work (as amended) shall control. The requirements in the Scope of Work and all schedules thereto will be construed to be consistent, insofar as reasonably possible. In event of any conflict between the requirements of the Scope of Work (as amended) and any schedules or exhibits, the conflict will be resolved in accordance with the following order of precedence: first, the Scope of Work (as amended); second, RFP Proposal; and third, the RFP. To the extent that it does not create an inconsistency or conflict, any provision of the RFP Response that more explicitly details the Services or the obligations of a party shall prevail over the provision contained in any other document that is less explicit. Notwithstanding the forgoing, it is understood that the City and Contractor have had extensive discussions regarding the requirements of the Scope of Work since the date of the RFP Response, and as such certain requirements stated in the RFP Response have been changed by mutual agreement between the parties.

ARTICLE 5 – TERM

8. Article 5 shall be deleted and replaced with the following:

The Amendment No. 3, except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, shall terminate four (4) years from the Effective Date.

ARTICLE 6 – TERMINATION

9. Article 6 shall be deleted and replaced with the following:

A. General. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, City's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if City is the terminating party, or, Contractor's sending of the notice of termination, if Contractor is the terminating party; 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 Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor if, during the term of this Agreement, Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Appropriations. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If

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

C. Non-payment. If City has failed to pay the Fees or other amounts due within ninety (90) days, then Contractor shall have the right to terminate this Agreement effective immediately upon written notice to City.

D. Other: Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (a) becomes insolvent; (b) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof, or; (c) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder.

E. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

ARTICLE 7 – TERMINATION MANAGEMENT

10. Article 7 shall be deleted and replaced with the following:

A. Contractor. Immediately upon receipt by either City or Contractor of notice of termination of this Agreement, Contractor shall, as is further set forth in Subsection A below: 1) not incur any further obligations for salaries, Services, or any other expenditure of funds under this Agreement without written approval of City; 2) terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition; 3) take such action as City shall direct for the protection, preservation, retention or transfer of all property titled to City and records generated under this Agreement; (4) agree that the City is not liable for any other costs arising out of termination resulting from any termination, except as noted in Article 7(B)(i) below; and (5) cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs. Any non-expendable personal property or equipment provided to or purchased by Contractor with contract funds shall become property of City upon termination and shall be submitted to City as soon as practicable.

B. Effects of Termination.

i. City shall immediately pay all outstanding Fees and other amounts owing to Contractor under this Agreement and the Support and Maintenance Agreement (Exhibit C).

ii. The termination of this Agreement prior to the Completion of Services shall result in concurrent termination of the Software License Agreement (Amended Ex. B) and the Support and Maintenance Agreement (Amended Ex. C).

iii. City acknowledges that no fees paid under any of these Agreements shall be refunded to City.

iv. City agrees that Contractor shall have the right to access and delete all Contractor Tools installed on City's equipment.

ARTICLE 8 – GENERAL INDEMNIFICATION

11. Article 8 shall be deleted in its entirety and replaced with the following:

Harris shall indemnify, defend and save harmless the City, its officers, officials, employees and agents, from and against any and all third-party losses, liabilities, damages, costs, assessments, expenses (including, without limitation, interest, penalties, fines, expert fees and reasonable attorneys' fees), incurred in connection with any and all third-party causes of action, claims, demands, actions, suits, proceedings, settlements and judgments (collectively, "Claims") which the City may incur or suffer or be put to by reason of any grossly negligent acts or omissions of Harris, or any wrongful act or willful misconduct of Harris, its officers, employees, agents or subcontractors which relates to this Agreement, however arising. This indemnity is only effective where (i) City has provided prompt notice of the claim, action or demand to Harris; (ii) City has not made any express admissions of liability or settlement offers either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, except to the extent required by applicable law, (iii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iv) City provides reasonable assistance to Harris, at Harris's expense throughout the action or proceeding, and (v) City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend settlement conferences and hearings or other court appearances and hearings (except where the court has specifically ordered otherwise) related to the proceeding. Where it is determined by final judgment that the City's actions contributed to the third-party's losses, then the full amount paid by Harris to pursuant to this indemnity shall be apportioned between the parties pursuant to the judgment or settlement and the City shall reimburse Harris an amount equal to its apportioned share. This paragraph shall survive the termination or expiration of this Agreement.

ARTICLE 12 – CONTRACTOR PERSONNEL

12. Article 12(A), the list of Key personnel shall be deleted and replaced with the following:

Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to

be mandatory to the work to be performed ender this Agreement. Key personnel shall be identified in Exhibit A, Scope of Work.

ARTICLE 13 – STATUS OF CONTRACTOR

13. Section 13(A) shall be deleted and replaced with the following:

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

14. Section 13(C) shall be added:

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

ARTICLE 16 – DEFAULT/BREACH

15. Article 16 shall be deleted in its entirety.

ARTICLE 17 – INSURANCE

16. Article 17 shall be deleted in its entirety and replaced with the following:

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. Contractor shall furnish 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.

ARTICLE 18 – LIABILITY

17. Article 18(A) shall be deleted and replaced with the following:

EXCEPT FOR DAMAGES ARISING OUR OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c)

INJURY OR DEATH RO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATED TO THIS AGREEMENT REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND INCLUDING ANY GENERAL INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 8, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT THAT IS EQUAL TO THE FEES PAID TO HARRIS BY THE CITY UNDER THE RELEVANT SCOPE OF WORK.

ARTICLE 21 – RELEASE

18. Article 21 shall be deleted and replaced with the following:

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

ARTICLE 23 – CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

19. Article 21 shall be deleted and replaced with the following:

A. 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. 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, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to City if, at any time during the term of Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 City and notwithstanding anything in the Contract to the contrary, City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

ARTICLE 25 – AMENDMENT

20. Article 25 shall be deleted and replaced with the following:

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

ARTICLE 28 – SEVERABILITY

21. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.

ARTICLE 29 – NOTICES

22. Article 29 shall be deleted and replaced with the following:, the Notice contact information shall be deleted and replaced with the following:

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For the City:

Kathy Valdez
Utility Billing Water Division
801 W. San Mateo Street
Santa Fe, New Mexico 87505
Attention: Kathy Valdez
Telephone: 505-955-4348

For HARRIS:

PETER FANOUS
N. HARRIS COMPUTER CORPORATION
1 Antares Drive, Suite 400
Ottawa, Ontario K2E 8C4
Attention: CEO
Telephone: 613-226-5511, extension 2149

ARTICLE 30 – GENERAL PROVISIONS

23. Article 30(G) shall be added:

Mediation. The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notifies the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorney's fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

24. **All other terms of the Agreement shall remain unchanged and in full force and effect.**

Amend Exhibit A to the Agreement (Software Implementation Scope of Work/Services) as follows:

1. Section 1.1(h) shall be deleted and replaced with the following:

"System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in Team Support. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via Team Support of any deficiencies.

2. Schedule "A" Scope of Work shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "A".

3. Schedule "B" Fee Structure and Payment Schedule shall be deleted in its entirety and replaced with the Scope of Work attached to the Amendment No. 3 as Schedule "B".

4. All other terms of Exhibit A shall remain unchanged and in full force and effect.

Amend Exhibit B to the Agreement (Software License Agreement) as follows:

1. Schedule "A" Description of Software shall be deleted in its entirety and replaced with Description of Software attached to the Amendment No. 3 as Schedule "C".

2. All other terms of Exhibit B shall remain unchanged and in full force and effect.

Amend Exhibit C to the Agreement (Support and Maintenance Agreement) as follows:

1. Section 5 shall be deleted in its entirety and replaced with the following:

   In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. For the Initial Term, the Support and Maintenance Fee will be billed fifty percent (50% on the Start Date and the remaining fifty (50%) on Go-Live. Thereafter the Support and Maintenance Fee will be billed annually in advance on the anniversary of the Start Date or on an alternative date mutually agreed to by both parties. If City would like to match the annual invoicing of the Support and Maintenance Fee to its fiscal year or any other period it may request, during the initial term of this Support and Maintenance Agreement, that Harris issue a prorated invoice for the portion of the year remaining during the initial term. Harris may increase the Support and Maintenance Fee in relation to each renewal term by no more than three percent (3%).

2. Exhibit 2 Standard Support and Maintenance Services – Standard Guidelines shall be deleted in its entirety and replaced with Standard Support and Maintenance Services – Standard Guidelines attached to the Amendment No. 1 as Schedule "D".

3. All other terms of Exhibit C shall remain unchanged and in full force and effect.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment No. 3, on the day and year first written above.

CITY OF SANTA FE:

ALAN WEBBER, MAYOR

DATE: 2.7.2019

N. HARRIS COMPUTER CORPORATION:

NAME AND TITLE

DATE: 04/15/19

CRS# 032064970007

Registration # 18-00129788

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 1/30/2019

APPROVED AS TO FORM:

12/4

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

MARY MCCOY, FINANCE DIRECTOR
52201.570850

ACTION SHEET PUBLIC WORKS AND UTILITES COMMITTEE MEETING OF 03/08/2021
ISSUE NO. 8n Request for Approval of a Budget Adjustment Resolution (BAR) to fund the Advanced Utility's System through FY20/21 in the total amount of $325,313. (Nancy Jimenez, Utility Billing Division Director, nljimenez@santafenm.gov, 955-4364) **Committee Review:** Public Works and Utilities Committee: 03/08/2021 Finance Committee: 03/22/2021 Governing Body: 03/31/2021
PUBLIC WORKS AND UTILITES COMMITTEE ACTION: Pulled by Councilor Lindell for discussion. Approved unanimously to forward to 3/22/2021 Finance Committee.
SPECIAL CONDITIONS OR AMENDMENTS:
STAFF FOLLOW UP:

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR GARCIA	X		
COUNCILOR ABEYTA	X		
COUNCILOR LINDELL	X		
COUNCILOR VIGIL COPPLER	X		

APPENDIX B

City of Santa Fe, New Mexico
memo

Date: **February 25, 2021**

To: **Fran Dunaway, Chief Procurement Officer**

Via: _____
Regina Wheeler, Public Works Department Director
Javier Rosado, PE, Public Works Engineering Division Director JRM

From: Romella Glorioso-Moss, AICP, Public Works Projects Administrator RGM

Subject: **Exemption Determination Request 13-1-98 A**

Public Works – Roadway and Trails
Department respectfully request exempt determination to be approved by the City's CPO, Fran Dunaway. The Memo of Agreement is between New Mexico Department of Transportation and City of Santa Fe Public Works Department

City of Santa Fe follows the New Mexico State Procurement code.

A. *procurement of items of tangible personal property or services by a state agency or a local public body from a state agency, a local public body or external procurement unit except as otherwise provided in Sections 13-1-135 through 13-1-137 NMSA 1978;*

Amount: $ 967,200

Term: 09/15/2021

Approved Exemption
Fran Dunaway
Fran Dunaway (Mar 9, 2021 09:34 MST)
_____
Fran Dunaway, Chief Procurement Officer

City of Santa Fe New Mexico
Memorandum

Date: February 25, 2021

To: Governing Body
Finance Committee
Public Works and Utilities Committee

Via: _____
Regina Wheeler, Public Works Department Director
Javier Rosado, Public Works - Engineering Division Director JRM

From: Romella Glorioso-Moss, Public Works Projects Administrator RGM

RE: Guadalupe St. Reconstruction Project Cooperative Agreement Amendment #3

ITEM AND ISSUE:
Request for Approval of Amendment #3 to NMDOT Funding Agreement, CN S100460 (Munis Contract No. 3200847) extending termination date from April 30, 2021 to September 15, 2021 for CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta.

BACKGROUND AND SUMMARY:
The City received funding from NMDOT for engineering design and ROW acquisition for reconstructing the Guadalupe St. from Agua Fria to Paseo de Peralta (0.679 mi). This road diet, which will reduce the number of lanes on Guadalupe St. from 4 to 3 will free up space to be used for constructing ADA compliant sidewalks, adding dedicated bicycle lanes, improving storm water drainage and intersection geometrics. Also included is the updates of the signalization systems at the intersections of Catron, San Francisco, Paseo de Peralta and West Alameda. Road diets are found to reduce overall crash frequency by 19% to 43%, with the higher crash reductions occurring in small urban areas than in metropolitan areas.

The current design funding contract in the amount of $967,200 is expiring on April 30, 2021. However, following the 90% submittal reviewed by NMDOT on January 6, 2021 it became quite obvious that ROW needed to be acquired to reconstruct the Guadalupe St., a total of 10 parcels, cannot be acquired in time. Therefore, Public Works applied for contract extension to September 15, 2021 which NMDOT granted, and needs Governing Body's approval (Appendix A).

Construction of this project is expected to begin in the fall of 2021.

ACTION REQUESTED:

Approval of Amendment #3 to Cooperative Project Agreement (CN S100460) with NMDOT extending the termination date from April 30, 2021 to September 15, 2021.

ATTACHMENTS:

Appendix A – Amendment No. 3 Cooperative Project Agreement – Design Work
Appendix B – Exemption Determination Request 13-1-98 A
Appendix C – Summary of Contracts
Appendix D – Procurement Checklist

Contract No.:	
Vendor No.:	**0000054360**
Control No.:	**S100460**
CFDA No:	**20.205- Highway Planning & Construction**

THIRD AMENDMENT TO
COOPERATIVE PROJECT AGREEMENT – DESIGN WORK

This **Third Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). . This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D15509, on 03/23/2017; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 19, Term**, is deleted and replaced with the following:

> **19. Term.**
> This Agreement is effective on **03/23/2017**. This Agreement terminates on **09/15/2021**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Third Amendment.

The remainder of this page in intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Judith C Gagnier Date: Feb 12, 2021
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the City's Attorney

By: Marcos Martinez Date: Feb 19, 2021
Marcos Martinez (Feb 19, 2021 15:41 MST)
Attorney

APPROVED:

_____
MARY MCCOY, FINANCE DIRECTOR
CITY OF SANTA FE

Date: _____

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 9/15/2021 (End Date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$851,000**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation** **Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us** **P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: NMDOT

Procurement Title: Third Amendment to Cooperative Project Agreement - Design Work

Procurement Method: State Price Agreement ☐ Cooperative ○ Sole Source ○ Other ◉

Exempt ☐ Request For Proposal (RFP) ○ Invitation To Bid (ITB) ○ Contract under 60K ○ Contract over 60K ◉

Department Requesting Public Works Staff Name Romella Glorioso-Moss

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
●	○	Approved Procurement Checklist (by Purchasing)
☐	◉	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	◉	State Price Agreement
☐	◉	RFP
☐	◉	Evaluation Committee Report
☐	◉	ITB
☐	◉	Bib Tab
☐	◉	Quotes (3 valid current quotes)
●	○	Cooperative Agreement
☐	◉	Sole Source Request and Determination Form
☐	◉	Contractors Exempt Letter
●	○	Purchasing Officers approval for exempt procurement
☐	◉	BAR
☐	◉	FIR
☐	◉	Executed Contract, Agreement or Amendment
☐	◉	Current Business Registration and CRS numbers on contract or agreement
●	○	Summary of Contracts and Agreements form
☐	◉	Certificate of Insurance
●	○	All documentation presented to Committees
☐	○	Other:

Romella Glorioso-Moss — Projects Administrator — 02/25/2021

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Mar 9, 2021 09:34 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3200847**

Contractor: **NMDOT Cooperative Project Agreement, CN S100460 - Design Work**

Description: **S100460/CIP 801B – Reconstruction of Guadalupe St. from Agua Fria to Paseo De Peralta. Road diet, reducing 4 lanes to 3 to add ADA sidewalks, bike lanes, improve signalization.**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **03/23/2017** Term End Date: **04/30/2021**

☑ Approved by Council Date: **8/23/2019**

Contract / Lease:

Amendment # **3** to the Original Contract / Lease # **D15509**

Increase/(Decrease) Amount $ _____

Extend Termination Date to: **September 15, 2021**

☑ Approved by Council Date: **Pending**

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

Original Contract Amount: $375,000.00 Contract # D155509 Termination Date: 09/30/2019
Amendment #1: Amount: $52,200.00 Termination Date: 10/16/2020
Reason: Additional funding and extension of termination date.
Amendment #2: Amount: $540,000 Termination Date: 04/30/2021
Reason: Additional funding for ROW and design and extension of termination date.
Amendment #3: Amount: 0 Termination Date: 09/15/2021 to complete ROW acquisition

3. **Procurement History:**

Fran Dunaway (Mar 9, 2021 09:34 MST) Mar 9, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Exempt pursuant to NMSA 1978 13-1-98 A.

4. **Funding Source:** **3309980 Project ST18330AS** **Org / Object:** **3309980.490150/572960**

Alexis Lotero (Mar 9, 2021 15:00 MST) Mar 9, 2021 **572940**

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Romella Glorioso-Moss** Phone # **X6623**

Email: **rsglorioso-moss@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITEM # 19-0186

Contract Number D1550171
Vendor Number 0000054360
Control Number S100460

1ST AMENDMENT TO COOPERATIVE PROJECT AGREEMENT

This Amendment is made and entered into this 12th day of April, 2019, by and between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the City entered into a Design Cooperative Project Agreement on March 23, 2017, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section 22, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, it has become necessary to amend the Agreement to add additional FY2019 CMAQ funding and extend the termination date from September 30, 2019 to October 16, 2020; and,

Whereas, the Department and the Public Entity agree that the original agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, and the Parties agree as follows:

1. Page 1, Section Two, Paragraph (a), delete in its entirety and insert the following:

   a. The total funding for Project Control No. S100460, is Four Hundred Twenty Seven Thousand Two Hundred and zero cents ($427,200) which will be shared by the Parties as follows:
      1. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $277,680
         Design for The proposed project identified throuhg RSA is the following: Lane reduction, Pedestrian improvement, Bicycle improvcmcnts, signalized intersections improvements, lighting, drainage accomidatons and new signing and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
      2. **City's matching 14.56% share** $47,320
         For the purpose stated above.
      3. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $42,720
         ROW for the proposed project identifed through the RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting , drainage accomidations, new signing and striping. On Route FL4777 on Guadalupe street reconstruciton "road diet" from Agua Fria street to Paseo De Peralta. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)

4. **City's matching 14.56% share** $7,280
   For the purpose stated above.
5. **FFY 2019 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $44,600
   Design for The proposed project identified throuhg RSA is the following: Lane reduction, Pedestrian improvement, Bicycle improvements, signalized intersections improvements, lighting, drainage accomidatons and new signing and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
6. **City's matching 14.56% share** $7,600
   For the purpose stated above.

7. **The Total Project Funding** **$427,200**

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331
c. The Public Entity shall pay all Project costs that exceed the total funding amount specified in this section.

2. Page 10, Section 19, delete in its entirety and insert the following:

19. Term.
This Agreement is effective on March 23, 2017. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **October 16, 2020**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this 1st Amendment.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: 4/12/19
~~Deputy~~ Secretary or Designee
Programs & Infrastructure

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

By: _____ Date: 12-26-18
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: 3/25/19
Mayor

ATTEST

By: _____ Date: 3-26-19
City Clerk
cc mtg. 3/13/2019

APPROVED AS TO FORM BY THE CITY ATTORNEY

By: _____ Date: 1/16/19
City Attorney

CITY OF SANTA FE contd.:

Mary McCoy

MARY MCCOY, FINANCE DIRECTOR

3

32827.572960

Business Unit / Line Item

Exhibit A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	**City of Santa Fe**
(ii) Public Entity's unique entity identifier (DUNS);	**069420818**
(iii) Federal Award Identification Number (FAIN);	**Please see approved Federal Highway form.**
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	**Please see date on approved Federal Highway form.**
(v) Cooperative Project Agreement(Design) Period of Performance Start and End Date;	**Please see date on approved Federal Highway form thru 10/16/2020 (End date).**
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	**$365,000**
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	**This award is in addition to any previous awards received by sub-recipient from NMDOT.**
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	**The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.**
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	**Federal Highway Administration (FHWA)**
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	**FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149**
(xi) CFDA Number and Name;	**20.205- Highway Planning & Construction**
(xii) Identification of whether the award is R&D; and	**No R&D**
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	**N/A**

ITEM # 19-0719

Contract Number D15509/2
Vendor Number **0000054360**
Control Number **S100460**

2nd AMENDMENT TO COOPERATIVE PROJECT AGREEMENT

This Amendment is made and entered into this 30th day of September, 2019, by and between the New Mexico Department of Transportation (Department) and the City of Santa Fe (Public Entity), collectively referred to as the "Parties."

RECITALS

Whereas, the Department and the City of Santa Fe entered into a Design Cooperative Project Agreement on March 23, 2017, attached as Exhibit "A" and made part of this Amendment; and,

Whereas, page 11, Section 22, of the Agreement allows both parties to make alterations and revisions to the said Agreement; and,

Whereas, it has become necessary to amend the Agreement to add additional FY2019 HSIP funding; and,

Whereas, it has become necessary to amend the Agreement and extend the termination date from October 16, 2020 to April 30, 2021; and,

Whereas, the Department and the Public Entity agree that the original agreement be amended.

In consideration of the covenants contained herein and pursuant to NMSA 1978, Section 67-3-28, and the Parties agree as follows:

1. Page 1, Section 2, Paragraph (a), delete in its entirety and insert the following:

   a. The total funding for Project Control No. S100460, is Nine Hundred Sixty Seven Thousand Two Hundred and zero cents ($967,200) which will be shared by the Parties as follows:
      1. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $277,680
         Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
      2. **City's matching 14.56% share** $47,320
         For the purpose stated above.
      3. **FFY 2017 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $42,720
         ROW for the proposed project identifed through the RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting , drainage accommodations, new signing, and striping.

(Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)

4. **City's matching 14.56% share** $7,280
   For the purpose stated above.
5. **FFY 2019 CONGESTION MITIGATION/AIR QUALITY-MAND (CMAQ) Funds Department's 85.44% share** $44,600
   Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
6. **City's matching 14.56% share** $7,600
   For the purpose stated above.
7. **FFY 2019 HIGHWAY SAFETY IMPROVEMENT PRGORAM (HSIP) Funds Department's 90.00% share** $153,000
   Design for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
8. **State's matching 10.00% share** $17,000
   For the purpose stated above.
9. **FFY 2019 HIGHWAY SAFETY IMPROVEMENT PRGORAM (HSIP) Funds Department's 90.00% share** $333,000
   ROW for the proposed project identified through RSA is the following: Lane reduction, pedestrian improvement, bicycle improvements, signalized intersections improvements, lighting, drainage accommodations, new signing, and striping. (Description as per STIP database, this agreement only pertains to the design portion of Project Control No. S100460.)
10. **State's matching 10.00% share** $37,000
    For the purpose stated above.
11. **The Total Project Funding** **$967,200**

2. Page 10, Section 19, delete in its entirety and insert the following:

19. Term.

This Agreement is effective on March 23, 2017. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement shall terminate on **April 30, 2021**. In the event a contract term extension is needed, the Public Entity shall provide written notice to the Department Region T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. Upon termination, neither party shall have any obligation after said date except as stated in Sections 7 and 16 above.

3. Exhibit A of the original agreement is deleted and replaced with the attached Exhibit A.

Except for the above amendments the original Cooperative Project Agreement shall remain in full force and effect unless expressly amended or modified by this 2nd Amendment.

In witness whereof, the Parties have set their hands and seal the day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: 8/30/19
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: Cynthia A Clint Date: 8-2-19
Assistant General Counsel

CITY OF SANTA FE

By: _____ Date: 9/5/19
Mayor

ATTEST

By: Yolanda Y. Vigil Date: 9-12-19
City of Santa Fe Clerk
CC Mtg. - 8-28-19

Approved as to form and legal sufficiency by the City's Attorney

By: _____ Date: 8/14/19
City of Santa Fe Attorney

CITY OF SANTA FE contd:

MARY MCCOY, FINANCE DIRECTOR

3309980.490150, 3309980.572960, 3309980.572940,
Project ST18330AS
Business Unit/Line Item

Exhibit A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (DUNS);	069420818
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Design) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 4/30/2021 (End date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	$851,000
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Federal Highway Administration (FHWA)
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

GB PW AMENDMENT 3 TO NMDOT FUNDING AGREEMENT CNS100460

Final Audit Report 2021-03-10

Created:	2021-03-04
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAF7LmGR-1f_m-HWvG4rs_kXoXxiLuI_CN

"GB PW AMENDMENT 3 TO NMDOT FUNDING AGREEMENT CNS100460" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-04 - 8:53:06 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-04 - 8:56:49 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
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City of Santa Fe New Mexico

Memo

DATE: March 10, 2021

TO: Governing Body
Finance Committee
Quality of Life Committee

VIA: (3-10-21)
Andrew Padilla, Chief of Police

FROM: B. Valdez DC 3/10/21
Ben Valdez, Deputy Chief of Police
Lead Negotiator for the FY 2020-2021 Management Team

RE: **2020/2021 Union/Management Negotiations with the Police Officer's Association**

BACKGROUND AND SUMMARY:

The City of Santa Fe's management team has completed contract negotiations with the Police Officer's Association for fiscal year 2020/2021. The agreement has been ratified by the Police Officer's Union. Below is a brief summary of the items negotiated.

- **Section 16 Compensation** - We removed previous contract language in reference to the last salary increases in FY 2019. The pay plan was updated to clarify the time in service required between each classification. **No Fiscal Impact**

- **Section 18B - Lateral Officer/Retired Officer Hire Program** – Added language to clarify when lateral hires are eligible to test for the positions of Detective and Sergeant. **No Fiscal Impact**

- **Section 34 – Disciplinary Action** – Clarified the language under pre-determination hearings, as to the timeline the employee has to submit their written appeal to the City Manager for consideration prior to making the final disciplinary decision. **No Fiscal Impact**

REQUESTED ACTION:

Approval of the Police Officer's Association Union Contract.

AGREEMENT

BETWEEN

THE CITY OF SANTA FE

AND THE

SANTA FE POLICE OFFICER'S ASSOCIATION

Whole Agreement in Effect

July 1, 2019 through June 30, 2022

Year number 2 of Whole Agreement

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I. AGREEMENT

THIS AGREEMENT is entered into by and between the City of Santa Fe Municipal Corporation of the State of New Mexico, hereinafter sometimes referred to as the "Employer", and the Santa Fe Police Officers' Association, hereinafter referred to as the "Association", which is an affiliate of the Fraternal Order of Police Labor Council and the Santa Fe Lodge #3 Fraternal Order of Police. This agreement is for the purpose of setting forth the mutual understanding of the parties as to wages, hours, and other conditions of employment of those employees for whom the Employer has recognized as the exclusive bargaining representative.

WHEREAS, the parties hereto have reached an agreement on all matters which have been subject to negotiation and desire to reduce such agreement in writing in order to avoid any misunderstanding on what in fact has been agreed to:

WHEREAS, the Public Employees Bargaining Act was enacted to guarantee employees the right to organize and bargain collectively with the City, to protect the rights of the City, its employees, and labor organizations, to promote harmonious and cooperative relationships between the City and the employees and to acknowledge the rights of the citizens to the orderly and uninterrupted delivery of services.

NOW THEREFORE, IT IS HEREBY AGREED:

A. The City of Santa Fe recognizes the Santa Fe Police Officer's Association as the exclusive bargaining representative for non-probationary employees in the following job classifications: Animal Services Officer, Crime Scene Technician, Police Detective, Police Officer I, II, Senior Police Officer, Police Sergeant, Police Training Administrator, Public Safety Aide, Property/Fleet Manager, Evidence/Property Custodian, and District Attorney Liaison.

B. The City of Santa Fe extends to the Santa Fe Police Officers' Association representing such unit of employees the following rights:

1. To represent the employees in negotiations and in the settlement of grievances;

2. To Association membership dues deductions, upon presentation of dues deduction authorization cards signed by individual employees. It is further agreed that the Employer shall deduct said dues from the pay of employees covered under this agreement, who authorize such deductions, and shall remit such deductions to the Treasurer of the Association within ten (10) days after such deductions are made; and

3. To exclusive representation status during the term of this Agreement as provided in the Public Employee Bargaining Act.

C. The Employer, the Association, and any employee of the Department shall not discriminate against any member of the bargaining unit on account of race, color, sex, creed, religion, marital status, age, sexual orientation, veteran status, disability, and national origin or membership status in the Association, or on any other basis prohibited by city, county, state or federal laws, and;

D. For the purposes of this agreement and any subsequent Memorandum of Understanding, the City of Santa Fe shall be referred to as the Employer; the Santa Fe Police Department shall be referred to as the Department; the Chief of Police shall be referred to as the Chief; the Santa Fe Police Officers' Association shall be referred to as the Association, and any reference to an Association member shall be referred to as employee.

II. MANAGEMENT RIGHTS

It is agreed that, except as expressly modified by the terms of this Agreement, the City of Santa Fe (Employer) retains the exclusive right to:

A. Determine the mission, budget, organization, number of employees, and internal security practices of the Department.

B. Determine qualifications for employment and content of personnel examinations.

C. Recruit, examine, evaluate, and train employees and determine the time and methods of such actions.

D. Direct employees and evaluate their performance, based on standards of work established by the Department.

E. Determine the standards for hire, promotion, and assignment.

F. Assign, transfer, or retain employees in positions, including the assignment of employees to specific positions and the determination of job content and/or job duties.

G. Suspend, demote, discharge, or terminate employees for cause.

H. Relieve an employee from duty for cause or due to reduction in work force.

I. Determine the location and operation of its facilities.

J. Determine the number of personnel allocated by position and minimum staffing levels by unit.

K. Maintain the efficiency of government operations.

L. Schedule work outside normal scheduling as required in a manner most advantageous to the Department and consistent with community needs and public safety.

M. Take actions necessary to carry out the mission of the Department in all cases to include emergency situations.

N. Direct the Department to establish the methods, means, equipment, and personnel by which the Employer's operations are to be conducted.

O. Determine methods, processes, and means by which Department services are provided.

P. Provide rules and regulations governing the conduct of employees.

Q. Retain all rights not specifically limited by this collective bargaining Agreement or by the Public Employee Bargaining Act.

Section 1 ASSOCIATION REPRESENTATIVE

A. The Employer will have an open door policy for the Association Representative for the length of this contract. The Association and the Employer agree to attempt to handle all grievances at the lowest level. At the Chief's discretion and upon written request additional time may be granted for other activities (i.e. meetings, trainings, etc.).

B. At the discretion of the Chief, representatives of the Association may be granted time off without pay for the purpose of attending training related to labor/management relations not to exceed 216 hours per calendar year for all representatives collectively. Each employee shall be responsible for arranging the time off with their immediate supervisor. Time off shall not be unreasonably denied. All training time will be documented on a Request for Leave form.

C. The Chief of Police or designees shall provide administrative leave with pay for the Union President/Vice President/Secretary/Treasurer and Board Members on duty to assist in the resolution of union/management issues, when such leave is in the interest of the efficiency of City Government and in the best interest of the police department. All time off with pay for union/management business, shall be documented on payroll time sheets, and on P-30 leave request forms as "union" administrative leave. Union representatives shall first request and receive authorization from their supervisors prior to leaving their work sites for any union/management business. Time off shall not be unreasonably denied. Union Officers/ Representatives who work during swing or graveyard shift may have their work schedules adjusted when it is necessary to attend official union/management meetings during normal business hours with the Employer.

On duty representatives shall be restricted to a maximum amount of Union Administrative Leave per year to assist in the resolution of union/management issues.

- President 420 hours per year
- Vice President 360 hours per year
- Secretary 120 hours per year
- Treasurer 120 hours per year
- Other Board Members 80 hours per year

With the exception of Labor Management or Negotiations, for any above given meeting or grievance, no more than two (2) union representatives; shall be allowed to leave the work site and/or receive compensation, except as allowed by the Chief.

D. **WORK STOPPAGES**

The Employer and the Association agree that the public interest requires the efficient and uninterrupted performance of all City services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Association shall not cause any work stoppage, strike, slowdown, or sickouts by employees under this Agreement, and should this occur, the Association agrees to take appropriate steps to end such interference. Employees shall not cause or engage in any work stoppage, strikes, slowdowns, or sickouts for the term of this Agreement.

Section 2 LOST, DAMAGED OR STOLEN PROPERTY

A. Employees who have lost, damaged, or have had Employer property stolen in the line of duty regardless of the cost, will not be required to reimburse the Employer unless negligence is proven in a predetermination hearing to the satisfaction of the Chief or his designee, pursuant to Section 34 of this Agreement unless said employee waives the predetermination hearing and admits to the allegations of negligence.

B. The Employer will replace health aids prescribed by a licensed medical professional, uniform apparel, and required equipment damaged in the line of duty as a result of a direct delivery of service that has been officially documented. Health aids, uniform apparel and required equipment will be fully replaced by the Employer. This language is not intended to for the replacement of old worn out health aids or uniform apparel or required equipment.

C. All instances of lost, damaged, or stolen property will be reported to the employee's supervisor on duty, in writing at the time of occurrence, or before the end of the shift. Failure to notify the supervisor will negate any claim for replacement. Damaged property shall be presented to the Support Services Commander for inspection, prior to replacement and shall be turned in for destruction at the time of replacement.

Section 3 UNIFORMS/CLOTHING

A. It is understood by the parties to this Agreement that uniform regulations of the Department are established by the Chief and the primary purpose of this section is to protect employees from financial hardship resulting from changes in uniform regulations.

B. Bargaining unit employees will be allocated $650.000 annually less any required deductions, paid to bargaining unit employees by check annually no later than the first full pay period in July. The clothing allowance will be used for the purchase of uniforms and equipment required by the Santa Fe Police Department's Standard Operating Procedures and this CBA. All bargaining unit employees assigned to motorcycle or bicycle patrol, and special operations division shall receive an additional $50.00 annually for a total allocation of $700.00 annually on the check identified above. This clothing allowance is included in the employee's taxable income in accordance with IRS regulations. Purchases will be subject to applicable gross receipts taxes.

Any bargaining unit employee found to be in violation of the dress standards set forth in the Santa Fe Police Department's Standard Operating Procedures and/or as published in this Agreement, or who reports for duty in clothing that is not clean and in good condition as determined by the Police Chief or designee, may be progressively disciplined, up to and including termination for not maintaining those standards.

C. The parties hereby agree that the following are recognized as approved clothing items for the purposes and intent of clothing allowance:

1) Shirts
2) Trousers
3) Ties
4) Footwear
5) Jackets/Coats
6) Gloves
7) Equipment Belts
8) Equipment Holsters
9) Headwear
10) Trouser Belts
11) Cold Weather Clothing
12) Socks
13) Raingear
14) Patches
15) Nametags
16) Pins
17) Court Attire
18) Coveralls
19) Safety Vests
20) Flashlight
21) Non-Prescription Safety Eyewear

The parties further agree that all items listed above must be approved by the Chief or designee(s). The parties further agree that any equipment or clothing deemed useful to enhance the performance and/or safety of his/her duties may be allowed by approval of the Chief of Police or designee(s).

Section 4 FIREARMS TRAINING

The Department will meet all minimum standards for training as established by the New Mexico Law Enforcement Board.

The Department will have a minimum of three (3) shoots per year. One shoot will be comprised of a day and a night DPS qualification session. One will be comprised of a FATS (Firearm Training Simulator) session, and one will be determined by the Chief of Police.

The Department will provide weapons and agrees that for the two (2) shoots that are conducted on the range, the Department will provide ammunition for any Department issued weapon for those employees who are required to carry a weapon.

The Department will provide two (2) boxes of training ammunition per year, for any Department issued weapon, for those employees who are required to carry a weapon for the purpose of training. At any time an employee who wishes to be issued this ammunition shall contact an armorer for this issue.

Section 5 TIME OFF TO VOTE

In accordance with the provisions of Section 01-12-42 NMSA 1978, employees who are registered to vote may absent themselves from work for up to two (2) hours for the purpose of voting between the opening and closing of the polls.

The Employer may specify the hours during this period in which the employees may be absent.

These provisions do not apply to any employee whose work day begins more than two (2) hours after the opening of the polls or ends more than three (3) hours prior to the closing of the polls.

Any employee who abuses administrative leave by requiring its use for purposes other than traveling to and from the polling place and voting may be charged with Leave Without Pay and subject to disciplinary action.

Section 6 TRAINING AND EDUCATION

The Employer encourages employees to develop and expand their potential. Employees may be allowed to change hours to attend class during normal work hours depending on the work schedule, with approval of the supervisor. The following classroom participation methods are approved:

- Traditional on campus classroom attendance.
- Online classes wherein the syllabus specifically identifies required login times and dates for classroom attendance.

Time away from work may be paid for by the Employer. Approval to attend courses during working hours will depend on work schedules, work needs, etc.

Tuition expenses for college credit hours will not be reimbursable by the Employer except as provided in the City Tuition/Training Program. Employees shall obtain approval of their immediate supervisor before making any plans to attend classes.

The Employer also offers training sessions in many specialized areas. Supervisors and/or the Training Officer are aware of what training is being offered and will post notices of training opportunities that might be of benefit to employees. If an employee desires training in a specific area, the supervisor and/or training officer must be consulted in writing and will attempt to obtain the requested training.

All requests for education, training, and tuition assistance will be routed through the immediate chain of command to the Training Unit, and evaluation of all requests will be made in accordance with the following policies:

1. Administrative Manual - Tuition and Training; "Employee Tuition and Training Assistance Guidelines."

2. Santa Fe Police Department Directives Manual; "Career Development Program", Directive Number 22.1.

Section 7 MATERNITY LEAVE

The City will comply with the provisions of the Family Medical Leave Act.

Section 8 MILITARY LEAVE

If an employee is or becomes a member of any component of the United States Armed Forces or the New Mexico National Guard, they upon request, will be granted military leave without pay for the first enlistment. Such leave will terminate thirty (30) days after this enlistment expires. Employees who return from military service on a timely basis shall be entitled to job restoration provided they make application, subject to meeting all pre-employment qualifications within thirty (30) days after the date of release from duty under conditions other than dishonorable. The employee must be qualified to perform the duties of the position involved.

A returning employee shall be restored to the position which he/she vacated upon entering the military service. An employee may be entitled to be re-employed in another position, provided he/she is qualified and such re-employment does not necessitate the removal of another person with longer service.

An employee who enters military service shall receive pay for any accrued annual leave to which he/she may be entitled provided a written request is made to the City Manager.

The **Uniformed Services Employment and Reemployment Rights Act (USERRA)** was enacted in October 1994 and is codified in Title 38, United States Code Chapter 43. **USERRA** provides numerous employment and reemployment rights to service members and prohibits workplace discrimination against National Guard and Reserve members. If a member of this department is deployed, the following requirements apply:

1to 30 days – The employee can return to work the **next regularly scheduled workday** after the active military orders expire. If the next regularly scheduled workday is the next calendar day, the employee must be allowed eight (8) hours of rest after he/she had been transported to his/her residence from their place of service.

31 to 180 days – The employee can return to work within **14 days** after the active military orders expire.

Over 180 days - Employee can return to work within **90 days** after the active military orders expires.

EXAMPLE; if the employee is deployed **120 days**, and returns back to the United States, and their active orders expire on **July 1st,** the employee is not required to return to work until at least **July 14.**

To the extent the above is inconsistent with USERRA, USERRA will govern.

Section 9 ANNUAL MILITARY TRAINING

Employees are allowed up to a total sum of 30 days of military leave with pay per federal fiscal year. Fifteen (15) days of Military Leave with Pay (MLWP) is allowed for training. An additional fifteen (15) days is allowed for active duty or deployment orders when mandated for Federal, National or State disaster deployments. MLWP shall be used in accordance with an employee's regularly scheduled work week. For employees working 4/10 hour days, this translates into 300 hours. For 24 hour shifts, this translates into 720 hours. For 8 hour days, this translates into 240 hours. For 4 hour days: 120 hours.

Employee must give the employer advance notice (either in writing or verbally) of upcoming military service of any type. The National Guard provides a yearly schedule which employees should provide as soon as possible. Human Resources, Department Directors and Supervisors will need a copy of the orders and/ or notice. If the employee does not give notice, the employee will not be eligible for reemployment protection following the period of military service. The only exceptions to the notification requirement would be if the giving of notice is precluded by military necessity (e.g. a classified recall) or if it is otherwise impossible or unreasonable to give notice. These exceptions to the notice requirement are expected to be very rare. Employees may then provide orders upon return or as soon as possible. It is best for the employee to give an employer as much advance notice as possible.

Training orders:
Any training orders over the allowed 15 days per federal fiscal year will be marked as Military Leave without Pay, or the employee may use leave requested on a P-30.

Active Duty/ Deployment orders:
Any active duty/deployment orders over the allowed (thirty) 30 days per federal fiscal year will have to be either Military Leave without Pay, or paid by the employee using earned leave requested on a P-30.

Section 10 LEAVES OF ABSENCE WITHOUT PAY

When an employee has demonstrated a need for time off, the Employer may grant the employee leave without pay for a period not to exceed one (1) year with the approval of the City Manager.

During such leave, the employee's position may be filled by another employee. At the expiration of leave without pay, the employee may be reinstated in the position vacated. If not reinstated to the same position, the employee may be offered another vacant position provided he/she is qualified to perform the work. Approved leave without pay shall not constitute a break in service but all time off in excess of thirty (30) days will be discounted from continuous service time.

Failure of an employee to report his/her return fourteen (14) days prior to the expected date of return from leave may be cause for refusal of reinstatement and the employee may be terminated from any further employment obligations.

Section 11 HARASSMENT

It is the policy of the Employer to maintain an environment in the workplace that is free of harassment because of race, color, religion, gender, sexual orientation, age, national origin, and disability. Harassment by a supervisor, co-worker, subordinate or city employee is unlawful under state and federal law. The Employer is committed to providing a work environment that is free of harassment.

COMPLAINT PROCEDURE:

Harassment in any form may be cause for severe disciplinary action, including discharge. Any employee experiencing or observing harassment should immediately contact their Supervisor, Division Director, Department Director, the City Manager, or the Human Resources Department who will conduct the investigation. Internal Affairs will not conduct the investigation. Such reports will be treated on a confidential basis and handled expeditiously.

Any employee under investigation will be afforded all rights under the Employer-Employee Relations Act as outlined in Appendix A.

Refer to City of Santa Fe Policy #2500-4-1 effective 10/31/91 revised 6/17/05.

This does not prohibit the Employee from seeking assistance from the State EEOC and/or Federal EEOC.

Section 12 EMPLOYEE SAFETY AND HEALTH

The Employer believes that the safety and health of its employees are prime considerations in every phase of its activities. The Employer is concerned for the human value of life, health and physical well-being, and it is convinced that good safety and health practices are essential to efficient services to the public.

It is the Employer's intent to provide and maintain safe and healthy working conditions for its employees. In order to ensure this, the Employer will:

1. Instill in its employees an awareness of the need to promote safety and healthy working habits and attitudes on a continuous basis.
2. Provide safety equipment and procedures, provide protection against health hazards in the work place, and ensure the safety of employees.
3. Comply with applicable laws.

Section 12A LIGHT DUTY

1. Any employee placed on temporary light duty by the Employer's Occupational Medicine Doctor for a work related injury or illness may continue to work within the Police Department without the loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will be granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

2. Any employee placed on temporary light duty for non-work related injury or illness may continue to work within the Police Department without loss of pay or reduction of benefits if light duty work is available and budget constraints allow. Light duty will granted at the sole discretion of the Chief of Police and in the absence of extraordinary circumstances shall not exceed six months.

Section 12B MEDICAL SEPARATION

1. The parties hereby adopt personnel rule 7.60 and incorporate as if fully set forth herein.

Section 13 ADMINISTRATIVE LEAVE

A. If the Employer grants Administrative Leave to all other city employees, then employees covered under this Agreement who are required to work during this time will be paid at their regular rate of pay, plus administrative leave equal to the number of hours granted by the Employer at hour for hour. If the employee is off, the employee will receive the same amount of hours in administrative time. All administrative leave must be used within one (1) calendar year from the date of accrual.

B. **Special Days**:

For the purpose of recognizing their employees, the Employer will grant the following administrative leave:

1. Ten (10) hours administrative leave for every calendar year that an employee drives his/her assigned vehicle without a charged accident.

2. Ten (10) hours administrative leave for every calendar year of unused sick leave.

C. Employer shall provide a list of employees who are eligible to receive the special days administrative leave on or before February 15th of each year.

Section 13B PERSONAL HOLIDAY

The Association agrees to hereby eliminate the Annual Personal Holiday received by each individual member as outlined by the City of Santa Fe Personnel Rules.

Section 14 [Reserved]

Section 15 **EXAMINATIONS**

A. **Physical Fitness:**

1. All sworn employees shall be required to meet all established minimums for certification as prescribed by the New Mexico Law Enforcement Academy Board during their employment with the Department.

2. All requirements for fitness testing shall be developed by the Employer, and shall be criteria related and validated for law enforcement personnel.

3. In an effort to promote good physical fitness within the Department, the Employer shall arrange with the Employer's physical fitness complexes to obtain keys for those complexes to allow employees covered by this agreement to maintain their physical fitness. Keys shall be obtained for only those physical fitness complexes that are approved by the Employer. The keys shall be maintained by the Department in accordance with established procedures.

   a. The Department, the Recreation Department who manages the Employer's physical fitness complexes, and the Association shall develop procedures and rules governing the access and use of the Employer's physical fitness complexes prior to the complexes being used.

   b. Participation in this program is totally voluntary on the part of the employee. Non participation in this program does not relieve the employee from being physically fit to perform his/her job as required by Federal, State or City law, policy or regulation. However, the right to deny participation in this program for cause is reserved by the Chief. If the employee does not meet the requirements, he/she will be given 90 days to comply with the requirements.

   c. Employees volunteering to participate in this program agree to abide by all the rules and procedures governing this program.

   d. An employee may be denied participation in this program for any violation of the established procedures and rules, based upon the nature and severity of the infraction.

   e. This program may be reviewed monthly and may be modified at the discretion of the Chief. If, in the opinion of the Chief, this program for the Department, as covered by this Agreement, proves unworkable in practice, the Chief shall have the option of terminating the program upon sixty (60) days written notice of intent to the Association. The Employer and the

Association will meet and attempt to solve problems relating to the program, otherwise, said notice shall be final.

f. If at any time a safety concern is identified which may jeopardize the employee's health or safety, this program shall be immediately suspended until such time as the concern is addressed and rectified.

B. **Medical Physical**

Medical Physical may be required at any time to assess the physical capabilities or physical well being of any employee as it relates to the successful performance of the employee based upon assignment or due to illness.

C. **Psychological Evaluations**

Psychological evaluations shall be required and administered as prescribed in Directive Number 94.1.

D. **Drug and Alcohol Testing**

Drug and alcohol testing shall be required and administered as prescribed in the Drug and Alcohol Testing Policy for the Department (Appendix D).

E. **ADA**

If it is determined by the city that an employee cannot perform his/her duties, the employee will be afforded all rights under the Americans with Disabilities Act.

Any discipline, demotion, loss of pay, or transfer as a result of a City mandated examination is grievable.

Section 16 COMPENSATION

A. PAY PLAN

1. **PAY PLAN** - The *Pay Plan* shall be inclusive of those positions/classifications which are covered under this Agreement and shall be categorized into two (2) groups, *sworn* positions and *non-sworn* positions. The Pay Plan shall reflect a minimum pay rate for sworn personnel and non-sworn personnel.

a. **Sworn Positions**:

1. Sworn positions shall consist of the following classifications:

Police Officer I *Police Officer II* *Senior Police Officer*

Police Detective *Police Sergeant*

b. **Non-Sworn Positions**:

1. Non-sworn positions shall consist of the following classifications:

Public Safety Aide	*Animal Service Officer*
Crime Scene Technician	*Property-Fleet Manager*
Evidence/Property Technician	*Police Training Administrator*
Police Liaison	

2. SALARY INEQUITIES – Salary inequities created by errors in the pay rate that are discovered and proven to be valid shall be addressed and corrected by approval of the City Manager.

3. SALARY INCREASE -

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers.

B. PROMOTIONS

The Association and the Employer agree to adhere to the promotional policy for positions covered in the bargaining unit as currently established by the employer and as outlined in this Agreement. Upon promotion to a higher classification in the pay plan, the employee will advance to the new pay classification.

1. Non-probationary employees who meet the minimum requirements/qualifications for Police Officer I, Police Officer II, Senior Police Officer shall be eligible for promotion to that classification the first day of the pay period following the date on which the requirements are met.

   a. Promotion to a higher classification shall be dependent upon the employee possessing a satisfactory performance evaluation and the written recommendation from the employee's commander/manager.

   b. Performance evaluations and methods for conducting performance evaluations will be based upon and in accordance with the Police Department Policies and Procedures regarding performance evaluations.

2. Non-probationary employees who meet the minimum requirements/qualifications for Detective I and Police Sergeant shall be eligible to test for that position the date on which the requirements are met. Testing for these positions/

classifications shall be in accordance with Section 37: FILLING OF VACANCIES of this Agreement.

C. COURT ALLOWANCE

The Employer will pay a minimum of two (2) hours court time at time and one-half unless the employee appears in court within one (1) hour of his/her tour of duty, starting or ending. In the event the court appearance is within one (1) hour of the tour of duty, starting or ending, the employee will be paid a minimum of one (1) hour at a rate of time and one-half. Employees appearing in court during their tour of duty will receive "court time.

D. BILINGUAL PAY

1. Only those languages identified in this agreement as adding to the increased productivity and efficiency of the Department shall qualify for pay under this sub-section. The languages currently recognized by this agreement are as follows:

   -Spanish

2. An employee shall qualify for bilingual pay upon demonstrating an acceptable level of reading, writing, and conversational proficiency. Job-related material will be used in determining the proficiency as established by a collaborative team of test proctors composed of one representative from the Association and one representative from the Human Resources Department. The parties hereby agree that all test material will be prepared in a fair and equitable manner by a neutral third party agreed upon by the proctors. It is further hereby agreed by the parties that should an employee pass any portion of the testing process, the employee will not be required to test in that particular portion of the testing process again within a six month period from the date of the initial test. There will be no limit as to how many times an employee may test for bilingual pay.

3. Employees wishing to qualify for bilingual pay shall submit a written request to the SFPOA Board. The test proctor who has been selected by the SFPOA Board shall arrange for testing of the employee within twenty (20) days of receipt of the request.

4. Employees who are certified in the conversational area shall be paid $100.00 per month. Such payments shall be made bi-weekly. Employees shall be eligible to test for Bilingual Pay upon becoming a bargaining unit employee.

5. Employees who demonstrate proficiency in all three areas (reading, writing and speaking) shall be paid $140.00 per month. All bilingual applicants must test and pass a proficiency exam. Only 22 positions are available for employees to test for and receive the $140.00. Proof of certification shall be prepared by the said

neutral third party, reviewed and approved by the proctors and presented to the Chief or designee(s) in the form of a memorandum signed by both proctors. Selection will be made based on the earliest certification date. In the event there is a tie based on certification dates, selection will be made based on seniority.

6. A list of employees receiving the bilingual pay will be prepared by the proctor who has been selected to represent the employer and made available to the RECC (Dispatch) and commanders. Employees who unreasonably fail to respond to a call or request for bilingual assistance may be subject to lose his/her bilingual pay incentive at the sole discretion of the Chief or designee(s).

7. Payments under this plan shall be made the first pay period after testing has been completed.

E. SPECIALIZED UNITS:

The Employer shall pay employees assigned to the following specialized units listed below:

S.W.A.T. Team members	$100.00 per month
K-9 Officers	$100.00 per month
E.O.D.	$100.00 per month
F.T.O.	$125.00 per month

Employees may belong to only one (1) special unit at any given time, and are eligible for only one (1) specialty pay. This includes employees who currently belong to more than one special unit. The only exception will be Field Training Officers (F.T.O.'s) who may belong to a second special unit, however, they shall only receive one (1) specialty pay.

All personnel assigned to specialized units being compensated with incentive pay shall only be eligible to receive the pay when certified in the specialty. (i.e. F.T.O. Certification, Basic SWAT Certification, EOD certification, K-9 Certification) Assignment to any specialized unit within the Department shall be made in accordance with Section 37: Filling of Vacancies/Assignments and Transfers of this Agreement. The specialized unit commander may also utilize a testing process to assist in determining the best qualified applicant(s) for the assignment.

F. FIELD TRAINING PROGRAM

There will be 12 eligible positions to receive FTO pay for those who hold certification in Instructor Development and Field Training.

Auxiliary FTO's (Police Officers, Police Detectives, Animal Service Officers, and Public Safety Aides, who hold certifications in Instructor Development and Field Training) are eligible to receive specialty pay in the amount of $125.00 per month; only during the time frame they have an assigned trainee(s).

G. SHIFT DIFFERENTIAL

Shift differential is intended to compensate those employees who report to work at an odd hour to relieve the previous shift. Shift work is recognized where more than one group of employees report to work during the same twenty-four (24) hour work day or when an employee is working hours during a shift to cover minimum staffing requirements.

5% of employee's hourly base rate if half or the majority of shift is worked after 2pm.

10% of employee's hourly base rate if half or the majority of shift is worked after 8pm.

Classification Sworn	Minimum Requirements for Classification	Minimum Pay Rate
Police Officer I	Certified police officer with SFPD off probationary status or certified lateral police officer with less than 36 months of service with any law enforcement department	$22.000
Police Officer II	Completion of 36 months of service with SFPD or any law enforcement department	$25.000
Senior Police Officer	Completion of 60 months of service with SFPD or any law enforcement department	$30.000
Detective	Eligible to submit application to test for Detective upon completion of 36 months of service with SFPD*	$30.000
Sergeant	Eligible to submit application to test for Sergeant upon completion of 84 months of service with SFPD*	$33.000
	All promotions shall be in accordance with Section 16 *Compensation*, Paragraph B *Promotions* of the Collective Bargaining Agreement.	
	* Lateral Officers/Retired Officers must meet minimum requirements as outlined in Section 18B Lateral Officer/Retired Officer Hire Program of the Collective Bargaining Agreement for placement in their initial classification and for promotion to a higher classification.	

Classification Non – Sworn	Minimum Pay Rate
Public Safety Aide	$18.610
Animal Services Officer	$17.724
Crime Scene Technician	$21.544
Property – Fleet Manager	$23.752
Evidence/Property Technician	$16.880
Police Training Administrator	$23.752
Police Liaison	$17.724

Section 17 ANNUAL LEAVE

A. Employees are eligible for prorated annual leave accrual for hours worked and during paid leave in accordance to the following schedule(s):

0-1 year of service: up to 100 hours per calendar year.

1-5 years of service: up to 126 hours per calendar year.

5-10 years of service: up to 146 hours per calendar year.

10-15 years of service: up to 167 hours per calendar year.

15-20 years of service: up to 191 hours per calendar year.

20 and more years of service: up to 215 hours per calendar year.

B. An employee eligible to accrue annual leave pursuant to these rules, may request and be granted use of accrued leave at the discretion of the Employer. No annual leave shall be advanced by the Employer.

C. An employee shall be allowed to progress from one graduated rate of accrual for annual leave to the next on the first day of the month immediately following completion of the required total length of service.

D. The amount of accrued annual leave that will be allowed to be carried over from one calendar year to the next will be double the amount an employee is allowed to accrue in one calendar year in relation to the applicable years of service.

E. The Employer may buy back that portion of an employee's annual leave that exceeds his/her maximum carry over at the end of each calendar year providing the following criteria is met:

1. A maximum of eighty (80) hours can be sold back in any one year, providing the balance will remain at the respective maximum carry-over rate at the end of each calendar year.

2. The employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intention to sell back the annual leave in excess of the respective maximum carry-over balance.
3. Sufficient City funding is available.

F. Upon separation of his/her employment, an employee shall be compensated for all unused and un-forfeited annual leave.

G. Upon death of an eligible employee, compensation for unused total annual leave shall be payable to the employee's estate.

Section 18 SENIORITY

A. Except for sections which contain specific different definitions in this Agreement, seniority is defined as follows:

1. Higher ranks have seniority on junior ranks. The employee with the most continuous service within rank is senior within that given rank. For the purposes of breaking ties in seniority, the first criteria to be applied shall be continuous service with the Department, the employee with the most continuous time being senior. The term continuous service shall be interpreted to mean total service from the date of last hire as an employee of the Department. The final seniority standing is not subject to grievance.

2. For the purpose of receiving issued equipment and vehicles, the senior employee will receive new equipment before the junior employee, when the senior employee's equipment or vehicle is in need of or due for replacement. Once an employee receives a new vehicle, the vehicle will be assigned to the employee for a period of five (5) years or seven (7) years depending on specialty assignment. New vehicle shall be defined as no more than one year from the date of receipt by the Department and have less than 15,000 miles. Vehicles that have sustained significant damage and/or repair shall not be considered a new vehicle for the purpose of issuance. Any equipment issued to an employee will be replaced because of normal wear or damage to the equipment. (This does not preclude employees from receiving new field supplies/equipment upon their hire and duty assignment with the department.)

B. Seniority Determination for Groups of Employees Hired the same day in the same classification:

1. Groups of employees with the same date of hire in the same classification shall be identified.

2. The final overall test score on the entrance examinations administered by Human Resources will determine seniority. The employee with the highest test score number will have the most seniority and the employee with the lowest test score number will have the least seniority within that group.

3. If employees have the same overall test score on the entrance examination administered by Human Resources, the following steps will be adhered to:

- Order Lottery: Groups of employees will participate in an order lottery. This lottery number will determine the order in which employees will draw in the seniority lottery.

- Seniority Lottery: The employee with the lowest lottery number in the Order Lottery will draw first in the Seniority Lottery. The employee with the lowest lottery number will have the most seniority and the employee with the highest lottery number will have the least seniority within that group.

4. Employees will be required to sign an acknowledgement notice accepting their permanent seniority order and this will be placed in their police department personnel file.

5. Seniority shall be defined as time in service with the Santa Fe Police Department for the purpose of equipment/vehicle issue.

6. In the case of Patrol Division, Criminal Investigations Division, Support Operations, and Administration Division time within the division/unit will be the considering factor for equipment/vehicle issue.

7. Sergeants will continue to utilize time in service in these areas.

8. An employee may voluntarily decline a new vehicle. If employee declines a vehicle, said employee will be placed at the bottom of the seniority list.

C. **Patrol Shift Bid**:

1. Patrol Shift bid shall be done by utilizing a sign up chart based on continuous service with the Santa Fe Police Department. The term continuous service shall be interpreted to mean total service from date of last hire as an employee of the Department. Sergeants will continue to utilize time in grade for shift bid purposes. Each employee shall be granted 10 minutes to select his/her team placement. The Department shall two weeks prior to the bid date post a list advising the employees of their designated date and time to bid.

2. In order to assist in placement selection Sergeants will bid first, then all other eligible police department personnel in order designated by the patrol shift bid sign up chart.

3. Each employee can either bid in person or telephonically on the posted date and time. If an employee is unable to bid in-person or telephonically at their designated date and time, the employee may bid in written form up to 24 hours prior to the employees posted date and time. The selection shall be utilized during the employee's assigned time.

4. Any employee who misses allotted time or failed to submit a written request shall be placed at the end of the entire bidding list.

5. Should an uneven number of positions become available the Chief or designee, shall predetermine which team(s) shall be allotted more slots, this will be done so that all positions are known to the employees prior to bidding on a patrol position.

6. Should any circumstance arise wherein it is determined by the Chief of Police that reassignment of Patrol Officers and/or Sergeants is necessary in order to preserve, maintain or otherwise establish the efficiency and effectiveness of Police Operations the Chief may reassign Patrol Personnel at his/her discretion provided that a seven day notice is served to the effected Patrol Personnel prior to the reassignment taking effect.

Section 18A Reemployment

A. If an employee resigns his employment the following shall be adhered to if the employee is rehired:

Ninety (90) days or less - Rehired to previous rank and pay grade with all seniority.

Ninety One (91) days or more - If certified, will be hired under the Lateral Hire Program.

All others are considered a new hire.

Section 18B Lateral Officer/Retired Officer Hire Program

GOAL: The City of Santa Fe and the Santa Fe Police Officer's Association seek to employ highly trained and experienced Police Officers.

1. Lateral Officers:

a) All Lateral officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, lateral hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Lateral officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Lateral officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A lateral officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department from lateral hire date. A lateral officer hired on or before January 1, 2020 will be eligible to test for Sergeant upon completion of three (3) consecutive years of service at the rank of Senior Police Officer.

e) A qualifying military lateral hired after July 1, 2020, will be hired at the rank of Police Officer I, regardless of total military police experience.

2. **Retired Officers:**

a) All retired officers hired will be required to complete a minimum twelve (12) month probationary period with the Santa Fe Police Department. For the purpose of seniority under this collective bargaining agreement, and retired hires will begin at the bottom of the established seniority list and will receive no credit for prior years of service as a certified police officer or government employee as it pertains to seniority only.

b) Retired officers will be hired at the entry pay of the classification for which they meet minimum qualifications and pass all testing standards.

c) Retired officers are eligible to test for Detective upon reaching the rank of Police Officer II and must be off probation.

d) A retired officer will be eligible to test for Sergeant after (7) consecutive years of service with the Santa Fe Police Department.

Section 19 HOLIDAYS

A. The following are days which are adopted as legal holidays by the City Council:

New Year's Day (January 1st) (Actual)
Martin Luther King Birthday (City Observed)
President's Day (Observed the Friday after Thanksgiving)
Memorial Day (City Observed)
Independence Day (July 4th) (Actual)
Labor Day (City Observed)
Fiesta Holiday (Four hours on Friday of Fiesta Holiday)
Columbus Day (Observed December 24th)
Armistice Day and Veteran's Day (November 11th) (Actual)
Thanksgiving Day (4th Thursday in November) (Actual)
Christmas Day (December 25th) (Actual)

B. Employees required to work on the day a holiday is observed shall be compensated for such work in accordance with the provision of City Human Resources Rule 6.50, paragraph B: "All employees who are required to work a holiday shall be compensated at the rate of two and one-half (2 ½) times their hourly rate," with the exception of the Fiesta Holiday when the employee shall receive only four (4) hours of holiday pay.

Section 20 SICK LEAVE

Sick leave may be authorized when an employee is incapacitated by sickness or injury, or when an employee needs time off for medical, dental and optical diagnosis or treatment. Sick leave may also be utilized to care for immediate family members who may be seriously ill or disabled.

A. SICK LEAVE ACCRUALS:

Employees are eligible for prorated sick leave accrual for hours worked and during paid leave in accordance with the following schedule:

0-1 year of service: up to 72 hours per calendar year.
1-5 years of service: up to 96 hours per calendar year.
5-10 years of service: up to 112 hours per calendar year.
10-15 years of service: up to 128 hours per calendar year.
15-20 years of service: up to 144 hours per calendar year.
20 and more years of service: up to 159 hours per calendar year.

B. An employee may request use of accrued leave provided that such use is applicable sick leave. An employee who abuses sick leave by using it for purposes other than those authorized in Human Resources Rule 13.30 shall have the absence charged as Leave Without Pay and may be grounds for disciplinary action.

C. The Employer may require an employee to furnish a physician's statement for sick leave taken at any time abuse of such leave is suspected. Refusal by an employee shall result in disciplinary/corrective action.

D. Only complete calendar months of service before and after interruptions or breaks shall be counted in computing the total number of years of service by which an employee is allowed to progress from one graduated rate of accrual to another. The following rules shall apply:

1. When an employee has not experienced any interruption or break in service, the date from which his/her years of service is counted shall be the first day of the first complete calendar month worked.

2. Periods of service as an employee prior to a break or interruption are less than twelve (12) months duration and are not the result of disciplinary action.

3. Periods of Leave Without Pay in excess of thirty (30) days shall not be counted as service time.

E. An employee shall be allowed to progress from one graduated rate of accrual for sick leave to the next on the first day of the month immediately following the completion of the required total length of service.

F. The Employer may buy sick leave on a yearly basis providing the following criteria are met:

1. An employee shall have and/or maintain a minimum balance at the end of each calendar year of five hundred (500) hours before buy-back may occur.
2. An employee must state in writing to the Human Resources Director, no sooner than February 1 and no later than March 31 of each calendar year his/her intentions to sell back the sick leave.

3. A maximum of ninety-six (96) hours may be sold back in any one year, never allowing the balance to drop below the minimum.

4. The conversion ratio shall be one (1) hour of pay for every two (2) hours of sick leave.

5. Sufficient City funding is available.

G. An employee is not required to sell the leave in excess of the minimum balance.

H. **BEREAVEMENT LEAVE:**

Employees will be allowed up to a total of forty (40) hours of bereavement leave in the event of a death in the employee's immediate family. Such leave shall be charged to sick leave, compensatory time, annual leave, or Sick Leave Bank if all other leave has been exhausted.

1. When justified, that the deceased is an immediate family member or domestic partner, additional leave may be granted by the Association (Executive Board) at the request of the employee. This additional leave may be charged to sick leave. If the employee does not have any available sick leave, the additional leave may be charged to annual leave and/or compensatory time.

2. Immediate family is defined as a parent, step-parent, legal guardian, grandparent, spouse, child, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, niece, nephew, aunt, uncle, grandchildren and domestic partner of the employee.

3. For the purpose of bereavement, if any employee has exhausted all their leave, and have met all the provisions in Eligibility and Limitations paragraphs c, d, f, g and h listed below. Employees may use up to 40 hours of the sick leave bank.

I. SICK LEAVE BANK:

The Sick Leave Bank serves as a depository into which participating employees may donate accrued sick leave and annual leave for allocation to other participating employees. The purpose of this bank is to alleviate the hardship caused if illness or injury forces the employee to exhaust all sick leave time.

1. Eligibility and Limitations

In order to qualify for usage of the Sick Leave Bank, an employee must be eligible and approved for FMLA, exhausted all other leave, and have met the provisions of all paragraphs (a-h) below:

a. The criteria for Sick Leave Bank usage is a determination by the Human Resources Department that the medical condition meets eligibility as defined in the Family and Medical Leave Act.

b. For purposes of the Sick Leave Bank, immediate family or household member is defined as, husband, wife, mother, step parents, father, brother, sister, children, step-children, or any relative or person living in the employee's household for whom the employee has custodial responsibility, or where such person is financially and emotionally dependent on the employee and where the presence of the employee is needed.

c. The Sick Leave Bank is available to those employees who have completely exhausted all available leave and who are not receiving temporary disability benefits under the City's Workers' Compensation program.

d. All employees must contribute (20) hours/ two (2) days of accumulated sick leave or annual leave or compensatory time to be eligible to participate, and only those who contribute are eligible. This contribution must be done per calendar year. Before the deduction will be made by payroll an employee must sign the authorization form.

e. The maximum number of Sick Leave Bank hours that may be granted by the Association to any employee during the calendar year is up to 480 hours. Upon approval of the Association (Executive Board) and Employer additional Sick Leave Bank hours may be granted on a case by case basis.

f. Benefits from the bank are not available retroactively.

g. Once benefits are donated, they are no longer available to the employees.

h. Donated accumulated leave time contributed to the pool become the property of the Association and may not be withdrawn, targeted for specific individuals, returned to an employee upon separation, retirement, or become part of the employee's estate upon his/her death.

2. Qualifying Exigency for Military Family Leave (FMLA):

In order to qualify for usage of the sick leave bank you must be eligible and approved for Qualifying Exigency for Military Family Leave (FMLA) and exhausted all other leave.

3. **Donations**

Employees wishing to transfer a portion of his/her accumulated leave time must sign a Sick Leave Bank Donation Form indicating the number of hours to be transferred. Employees will be given an opportunity to donate accumulated leave time to the bank per calendar year. City payroll and the Association shall approve donation forms.

a. Employees may not donate more than 100 hours of sick leave within ninety (90) days of their separation date from the Department. Upon an employee's separation date, the City will look back to determine whether any donations above 100 hours occurred within the ninety (90) days prior to separation from the Department. Any hours above the 100 hour limit will be subtracted from the sick leave bank.

b. Upon death of an employee, compensation for unused total sick leave shall be payable to the employee's estate. [Human Resources Policy 13.30 (1)]

4. **Withdrawals**

a. A memorandum generated by the member must be submitted to the Association ten (10) calendar days before anticipating the leave. Once approved, the Association must notify the payroll office three (3) days prior to the City payroll due date. If deadlines are not met, the employee will be denied sick leave donations.

b. When a member is physically or mentally unable to apply for Sick Leave Bank, the immediate next-of-kin may make a request for Sick Leave Bank on his or her behalf. If there is no next-of-kin available, this request may be made by the legally appointed guardian, conservator or an individual acting under valid power of attorney. If none of the above are available, a supervisor and/or a union board member may make this request on the employee's behalf.

c. The Association will render a decision to the employee within five (5) working days after receipt of the request.

Section 21 HOURS OF WORK AND OVERTIME

A. The normal work day shall be ten (10) hours for all employees covered by this Agreement, unless otherwise agreed upon by the Chief and the Association. However, if the parties disagree, the Chief has the right to make the final decision. The normal work period will be forty (40) hours comprised of four (4) ten (10) hour days, or five (5) eight (8) hour days, as previously scheduled.

The Labor/Management Committee (LMC) shall discuss alternative work schedules for employees to present to the Chief. The LMC shall consider whether the new work schedule will directly benefit the community and/or provide greater availability of services to the public.

B. Employees shall be entitled to overtime compensation at the rate of time-and-one-half their regular straight-time rate when they perform work in excess of forty (40) hours regularly scheduled in one week. Regular rate of pay and rules governing overtime compensation will be adhered to in accordance with FLSA.

1. The work week shall consist of seven (7) consecutive days beginning at 0001 each Saturday, or the tour starting the hour nearest to that time after 0001 hours.

2. The work day will be any regularly scheduled consecutive twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift.

3. For the purpose of this section, an employee who elects to change shifts will not be considered to have worked in excess of eight hours on any one work day.

4. The employer shall give seven (7) day notice in writing to an employee prior to changing a work shift, unless the said employee agrees to the change occurring before the seven days. For example: changing and employee from a day shift to a graveyard shift or vice versa.

C. **Rest Periods**

1. All employees are permitted a 15-minute rest period during each one-half shift. The rest period shall be scheduled near the middle of each one-half shift insofar as practicable. Rest periods are not to be accrued or carried over or used at the beginning of a shift or to extend a lunch period.

2. A 15-minute rest period shall be allowed for an employee between shifts, or as soon as possible when doubling for a full eight-hour (8-hour) shift.

3. The Employer will attempt to ensure that a lunch period will be scheduled for each employee if the time permits.

D. **Compensatory Time**:

Time worked over forty (40) hours per work period will be compensated at one and one-half times the employee's regular rate of pay or in the form of compensatory time at the discretion of the employee. Compensatory time will be computed at the rate of one and one-half times the hours actually worked. The maximum accrual of comp-time for any employee is 480 hours. The employer reserves the right to pay all time worked over forty (40) hours per work period in lieu of a request for compensatory time made by the employee.

An employee may request payment for up to 100 hours of the accumulated compensatory time per fiscal year if the funds are available. If an employee terminates his/her employment with the City for any given reason, the employee will be compensated for all accumulated compensatory time. Compensatory time may also be utilized to realize accelerated retirement.

E. **Fair Labor Standards Act**

The parties agree to follow/comply with the provisions of the Fair Labor Standards Act, except as provided for in this Agreement and in accordance with the Act.

The Employer retains the right to adjust work schedules within the work period as allowed under FLSA. Schedule adjustments, as allowed for under FLSA, shall be temporary and are allowable only within the 40 hour work period.

Section 22 EXTRA DUTY ASSIGNMENTS

The Employer shall maintain a list within the Department of all employees who are willing to perform extra duty.

A. When available, the Employer shall offer extra work opportunities only to persons on the list and extra duty work shall be made in sequential order through the list, with new opportunities being offered first to the person following the one who accepted the last offer. When the list is exhausted, officers shall return to the top of the list. The intention of this section is to equalize opportunities for extra duty among all persons on the list.

B. In order to keep the list current, the Employer shall remove from the list any person who refused three (3) consecutive offers of extra duty work. This removal will remain in effect for the remainder of the quarter. On duty status does not count as a refusal.

C. Any person who accepts an extra duty assignment but is unable to carry it out must notify the Chief or designee who will offer the assignment to the next person on the list.

Notification will be made at least forty-eight (48) hours in advance of the assignment, except in case of emergency.

D. The employee shall receive a rate of pay on all EXTRA DUTY ASSIGNMENTS at a rate of time and one-half per hour.

E. The list shall be updated quarterly and all employees desiring to sign up for extra duty assignments shall have a two week period to do so at the beginning of January, April, July and October. Employees shall sign up in person. If an employee is off during the sign up period, that employee will be allowed to sign up within three days of their return to work. It is the responsibility of supervisors to inform employees on leave regarding the sign up list and expiration date.

F. The Department may assign personnel to staff extra duty assignments when employees on the list for extra duty assignments fail to meet the needs of the Department as they relate to departmental need or public safety.

G. Failure to report for the assignment will be grounds for removal from the list for the remainder of the quarter.

H. The Employer and the Association hereby recognize and agree that Section 22 Paragraph A of this agreement is not applicable to investigative case plans due to their sensitive nature.

Section 23 OUTSIDE EMPLOYMENT

Outside Employment will be granted in accordance with Directive 29.1.

Section 24 EARLY RETIREMENT

Bargaining unit employees who are eligible for retirement may convert unused sick leave to early retirement based on the following schedule and requirements:

A. Accelerated Leave. An employee may use sick leave in order to realize accelerated retirement providing the following criteria is met:

1. An employee must state in writing his/her intention to retire to the Human Resources Director and sign a retirement contract with the Employer.

2. An employee may not experience any type of salary increase during the period of conversion.

3. Employees who have completed twelve (12) years of continuous employment with the Department may use sick leave at a ratio of 1 day for 1 day of sick leave up to a maximum of 1,040 hours and an additional 1,100 hours of sick

leave at a ratio of 1 day for 2 days of sick leave up to a maximum of 2,140 hours in order to realize accelerated retirement.

B. Under no circumstances will there be a cash payment for any unused sick leave except in accordance with Paragraph F of Section 20.

Section 25 LIABILITY PROTECTION

A. Pursuant to 41-4-1 et seq., N.M.S.A. (1978), as amended, the New Mexico Tort Claims Act, the Employer shall provide protection to employees from liability arising out of acts committed during the performance of their activities in the conduct of their office and within the scope of their duties.

B. Legal counsel will be provided as set forth in the New Mexico Tort Claims Act, Section 41-4-1 et seq., N.M.S.A. (1978), as amended.

Section 26 GROUP MEDICAL INSURANCE

The Employer has a group medical insurance plan that is offered to City employees. The employee will be advised of the plan at the employee orientation. The Employer will pay 76.5% of the cost of the group medical insurance premiums currently offered by the Employer to City Employees.

Each Union shall participate and have one vote on the committee that is composed to establish, evaluate, select and recommend group medical or dental insurance plans.

Specific details of the plan and cost to an employee are available from the Human Resources Department.

Section 27 WORKERS COMPENSATION

The Employer will comply with the provisions of the New Mexico Workers' Compensation Act.

Refer to Appendix C.

Section 28 JURY DUTY AND WITNESS PAY

Employees will be allowed to serve on jury duty during their normally scheduled work hours without loss of pay. If the employee is summoned to jury duty outside of their normally scheduled work hours, they will be compensated as hours worked. Jury fees received (excluding reimbursement for travel and meals) shall be remitted to the City Finance Department.

Personnel who are called to testify off duty as expert witnesses on behalf of the City or in relation to investigations which they have conducted shall have the option of receiving paid overtime or receiving a witness fee for the testimony. The employee will not be allowed to receive both compensations. In the event the employee chooses to receive the overtime pay in lieu of the witness fee, the employee will remit the witness fee check to the City.

Section 29 ON CALL AND CALL BACKS

A. On call Status:

1. The Department Section/Unit Commander(s) will develop and maintain an internal on-call schedule by Section/Unit for those employees assigned to the following sections/units: Criminal Investigations Section, Crime Scene Unit, Animal Services Division, Traffic Fatal Team.

On call staffing shall be filled in the following capacities:

Criminal Investigations Section - one (1) Criminal Investigation Sergeant, two (2) Criminal Investigators or one (1) Criminal Investigator & one (1) sworn officer assigned to the Criminal Investigations Section and, one (1) Crime Scene Technician (full time or Auxiliary).

Animal Services Division - one (1) Animal Services Officer.

Traffic Fatal Team - one (1) Traffic Fatal Team Officer and one (1) auxiliary traffic officer.

a. On call status coverage shall be designed to assure proper coverage and staffing for hours not covered by a normal work period (forty (40) hours comprised of four (4) ten (10) hour days or five (5) eight (8) hour days as previously scheduled).

b. Any employee who is scheduled to be on on-call status and is unable to carry out the schedule must notify his/her Supervisor/Commander as soon as possible. Notification will be made at least forty-eight (48) hours in advance of the on-call status assignment, except in cases of emergency. The Supervisor/Commander will then make the necessary adjustments, if needed, to fulfill the scheduled on-call coverage.

c. Assignment to the on-call program shall be mandatory for those members assigned to the sections/units identified in paragraph A subsection 1of Section 29 of the CBA. Any employee who fails to respond to a call out within the designated time frame may be subject to disciplinary/corrective action in accordance with Section 34: Disciplinary Action of the CBA.

d. The Department shall provide a cellular telephone to any employee assigned to on-call status.

e. On-call status will be for seven (7) consecutive days. An on-call day will consist of a twenty-four (24) hour period.

Any employee may be removed from on-call status prior to the end of their seven (7) days for the following cause(s):

1. At the discretion of the Chief or designee

2. Serious illness or injury

3. Family emergency

4. The Employer shall compensate employees assigned to the on-call program.

5. Employees assigned to the on-call program shall receive one-hundred dollars ($100.00) per on-call rotation they participate in as defined in paragraph A-1 of Section 29 of the CBA. This amount shall not include any actual overtime hours worked by an employee as a result of being called out.

6. Employees assigned to the on-call program are eligible for only one (1) on-call program compensation pay per on call week.

7. On-call Status: An employee will not be required to remain at home for the purposes of meeting the requirements for on call status, so long as said employee can assure availability and fitness for duty within sixty (60) minutes from the time of the initial notification from the on call supervisor. The parties hereby recognize and agree that response time may be extended with commander approval.

B. **Call Back Time**:

When an employee is required to physically report to a post after the conclusion of a normal work shift and prior the beginning of said employee's next work shift, the employee shall receive compensation at time and one-half for a minimum of two (2) hours from the time said employee is contacted by a Supervisor and/or Commander.

If an employee is called by a supervisor while off duty and not required to report to post and the phone call exceeds six (6) minutes the employee will be compensated for the actual time spent on the phone call.

Section 30 DEFERRED COMPENSATION PROGRAM

The Employer will provide opportunities to participate in a 457b.

Section 31 CHECK OFF AUTHORIZATION

A. The Employer shall deduct from employees' pay for each pay period, Association dues in an amount specified upon presentation of dues deduction authorization card signed by individual employees.

B. The Employer shall pay the amount withheld to the Association.

C. The Employer and the Association will comply with Supreme Court ruling in Janus V. AFSCME, Council31, 138 S. Ct. 2448 (2018),

D. The Association agrees that it will indemnify, defend and hold the Employer harmless from and against any claims arising from payroll deductions made by the Employer pursuant to this Article, except those claims incurred solely as a result of a breach by the Employer of its legal duties or obligations under the United States Constitution.

Section 32 LAY OFF AND RECALL

A. Should a reduction in personnel services be mandated by the governing body, the Employer will review all alternatives to the layoff of personnel. The Association will be provided the opportunity to offer alternatives to the reduction of personnel.

B. Layoff: If a reduction in work force becomes necessary, all of the following factors shall be considered:

1. Seniority of the employee,
2. Training, skills, and abilities of the employee, and
3. Departmental needs.

C. Transfers: When a lay-off occurs, the mandatory transfers between units shall be made in such a way as to maximize the efficiency and effectiveness of the Department. In making such transfer decisions, the following factors shall be considered:

1. Seniority of the employee
2. Qualifications of personnel
3. The nature of the transfer and the skills called for within the unit being transferred to
4. Departmental needs, and
5. The stated assignment preferences

D. Recall: Personnel separated as a result of a reduction in force shall be recalled based upon all of the following factors:

1. Seniority of the employee
2. Training, skills, and abilities of the employee
3. Disciplinary history of the employee for the past twelve (12) months, and
4. The stated assignment preferences

E. The term "seniority" for the purposes of this section is set forth in Section 18: "Seniority" of this Agreement.

Section 33 INTERNAL AFFAIRS

It is the policy of the Department to maintain internal discipline, open lines of communication with the general public, and encourage citizens to freely express concerns or complaints of misconduct, malfeasance, or other inappropriate conduct by members of the Department. All members of the Department are responsible for ensuring departmental integrity and assisting in the expeditious response to citizen complaints in a fair and impartial manner.

A. PURPOSE

1. In recognition of the need to maintain departmental integrity, the Professional Standards Unit is charged with the responsibility of impartially and objectively investigating all allegations of malfeasance, non-feasance, and misfeasance brought against any member of the Department.

2. The Professional Standards Unit may conduct investigations into allegations of misconduct as outlined herein for the purpose of providing the Chief with a means of impartially assessing employee actions to ensure compliance with departmental rules and regulations, to enforce internal discipline, and to provide a vehicle through which citizen concerns may be equitably evaluated and judiciously addressed.

3. To ensure the rights provided under the Peace Officers Employer-Employee Relations Act, NMSA 29-14-1 through 11, Garrity Rights originating from the U.S. Supreme Court Case "Garrity vs. New Jersey:, and Weingarten Rights originating from the 1975 U.S. Supreme Court Case "NLRB vs. Weingarten, Inc." 420 U.S. 251, 88 LRRM 2689.

B. ORGANIZATION & STAFFING

The Professional Standards Unit reports directly to the Chief.

1. Under certain conditions, the Chief may appoint a Sergeant or above to conduct an Internal Affairs Investigation.

    a. Conditions are listed as, but not limited to: absence by the Internal Affairs Officer; the existence of multiple complaints at one time; the existence of a possible conflict of interest.

    b. If the Chief appoints a Sergeant or above to conduct an Internal Affairs Investigation, he/she may be temporarily assigned to the Professional Standards Unit while the case is being actively investigated, to include preparing the final report for the Chief.

C. RESPONSIBILITIES & DUTIES

The Professional Standards Unit is responsible for performing those duties in accordance with Department policies and all applicable laws, to include but not limited to:

1. Recording, registering, and conducting the investigation of complaints against employees;

2. Conducting the investigation of alleged or suspected misconduct within the department;

3. Overseeing the investigation of inquiries into violations of department policy not investigated through the Internal Affairs Unit;

4. Maintaining the confidentiality of the Internal Affairs Investigation and records. Internal Affairs investigations are considered to be highly confidential in nature. When the confidentiality of an internal affairs investigation is compromised by either the Employer or the employee, it shall be treated as a violation of policy and investigated immediately by order of the Chief of Police.

5. Administering, maintaining and investigating civil actions brought against the Department;

6. Disseminating information to the public on procedures to be followed in registering complaints against agency employees.

D. AUTHORITY

1. Emergency suspension against an employee may be imposed by a supervisor and/or command officer having the rank of Lieutenant or above, only in situations where the affected employee is clearly physically or mentally unable to perform his/her duties and/or the employee is alleged to have committed one or more severe infractions of the Department's policies and procedures.

2. If an emergency suspension is imposed, the suspended employee and the supervisor will present themselves at the Chief's Office no later than 9:00 AM on the next working day. An emergency suspension which will extend beyond one (1) work day must be approved by the Chief.

3. Any administrative investigation will be completed within 180 days. The 180 day period shall not include time for review. Additional extensions may be granted if circumstances arise outside of the control of Department or City of Santa Fe (e.g. Military Leave, FMLA, pending criminal investigation or criminal charges, time to locate a critical witness, etc. A copy of the approval, to include the amount of time granted and reason for delay, will be sent to the employee. The Chief's review process shall be completed within 30 days.

E. FINDINGS

Upon completion of the investigation, a finding shall be made and the investigation shall be classified as one of the following;

1. Sustained - the allegation is supported by sufficient proof.

2. Not-sustained -the evidence is insufficient to prove or disprove an allegation.

3. Unfounded - there is no basis for the complaint, not founded on fact or truth.

4. Exonerated - conduct was proper, cleared of allegations.

The Chief shall review the investigation and either concur or not concur with the findings. The Chief, via letter, shall notify the employee being investigated as to the disposition of the investigation within ten (10) business days of the Chief's decision. Upon receiving the Chief's decision, the employee, via written request, shall then be permitted access to review the Internal Affairs file. The employee's Union Representative and/or legal counsel shall be permitted to review the Internal Affairs file if requested in writing by the employee.

All findings shall be based solely on the totality of the evidence gathered by the investigator during the course of the internal affairs investigation. Findings should not be based on the

personal opinions, bias, and feelings of the investigator. Findings should not include statements made by the investigator which serve to lend credence to the finding beyond the merit of the evidence, but may not preclude opinions derived from training, experience and work related knowledge.

F. DUTY STATUS DURING INVESTIGATION

The Chief, in the best interest of the Department, may elect to take any of the following actions concerning an employee's duty status during an Internal Affairs investigation:

A. Continue the employee on duty as assigned.

B. Continue the employee on duty in a temporary assignment. This temporary assignment will not be deemed disciplinary in nature and is designed to protect the employee, Employer, and the public interest.

C. Impose administrative leave with pay upon an employee pending the results of the investigation and/or subsequent department proceedings.

D. Impose leave without pay based the severity of allegation that the employee may have committed one or more severe infractions of the Department's policies and procedures, City of Santa Fe Rules and Regulations, or law and with the approval of the City Attorney and the City Manager.

G. EMPLOYEE RIGHTS

A. All Internal Affairs investigations shall be conducted fairly and impartially and in compliance with the New Mexico State Peace Officer Employer-Employee Relations Act. The Act affords certain rights to employees who are under investigation by his/her employer for alleged actions which could result in administrative action. The Act is attached hereto as Appendix A.

Section 34 DISCIPLINARY ACTION

A. In the event that an investigation could result in the implementation of disciplinary action, if the investigated employee so requests, the Association may designate two representatives to participate at all stages of the proceedings. The employee shall be provided with copies of the written charge(s) and discipline decision.

B. **Administrative Investigations**

When an employee is under the investigation by the Employer for alleged actions that could result in administrative/criminal sanctions being levied against the employee, the employee shall be afforded all rights and privileges, if any, guaranteed by the New

Mexico Peace Officers Employer-Employee Relations Act. A copy of the Act is included as Appendix A.

C. Basis for Employee Discipline

1. Discipline

Disciplinary actions for employees are based on showing of cause. Disciplinary actions will be consistent with governing laws and regulations and will be taken without regard to race, age, religion, color, national origin, ancestry, sex, physical or mental disability or serious medical condition. No employee will be disciplined for refusing to perform an unlawful act.

2. Approval by the City Manager

All disciplinary action shall require approval of the City Manager before implementation. Whenever such approval is not practical because of urgent circumstances, necessary action may be taken and the situations reviewed with the City Manager as soon as practical.

3. Progressive Discipline

An employee shall be progressively disciplined based on the nature of the infractions(s). Each case of inadequate performance or act of misconduct shall be judged individually. The step of progressive discipline depends on the severity of the infraction and the employee's previous work and disciplinary record. Discipline will be based on fundamental fairness, equity and consistency within the Department. Because of the serious nature of some infractions, the first disciplinary action may be dismissal or other disciplinary action.

a. **Verbal Counseling :** A verbal counseling by an immediate supervisor is used for minor infractions such as informing employees that their performance, actions, behavior or conduct needs to change. Under normal circumstances supervisory personnel should use a verbal counseling first before any formal disciplinary is taken. A POA Representative will NOT be called during this supervisor and employee conference time. Cause of verbal counseling's' include, but are not limited to:

    1. Substandard work performance
    2. Tardiness

    Supervisors/Commanders will complete the proper Officer Conference Form with all necessary information in the text. The Officer Conference Form shall be maintained by the supervisors/commanders for three months.

b. **Letter of Counseling:** (written warning memorandum). A letter of counseling by an immediate supervisor is used for minor infractions to inform employees that their performance, actions, behavior or conduct needs to improve. An employee may receive a letter of counseling for an infraction that is of a greater degree than that for which verbal counseling may be used or in cases when the initial verbal counseling did not correct the behavior in question. At the time of a letter of counseling being issued to an employee, no more that two POA Representatives will be present and the content of the letter of counseling may include a reference to the date and time of a verbal counseling being issued by a commander for the infraction defined in the letter of counseling. The letter of counseling shall be kept in the police department file for a period not to exceed three months, for the purpose to monitor a change with the employee's behavior, conduct, work performance, or actions. A letter of counseling may be used in conjunction with the employee's Performance Appraisal Development Plan (PADP) or interim Performance Appraisal Development Plan (PADP). Causes of letter of counseling include, but are not limited to:

1. Repeated tardiness
2. Missed court appearance/administrative hearing in a misdemeanor case

c. **Written Reprimand:** An employee shall receive a written reprimand because the deficiency or infraction is of a greater degree than that for which a corrective action may be used or if the corrective action did not change the employee's behavior.

Causes for written reprimands include, but are not limited to:

1. Failure to follow safety rules
2. Failure to follow published rules and regulations
3. Missed court appearance/administrative hearing in a felony case

Written reprimands shall be placed in the employee's Human Resources file. The employee will be provided with a copy of the statement. The employee will be given the opportunity to review and acknowledge that he/she has reviewed the statement. The employee may respond by noting on the reprimand that they do not agree with the statement or may file a written rebuttal, which shall be placed in the employee's Human Resources file. Complaints or disagreements concerning written reprimands may be addressed through the informal grievance procedure, by mutual agreement.

At the employee's request, the written reprimand will be removed from the employee's Human Resources file twelve (12) months after the employee received the reprimand provided the employee has not received another written reprimand or other disciplinary action during the twelve (12) month period.

d. **Suspension:** An employee may be suspended without pay for a single serious infraction or for continued inadequate job performance or misconduct. Such suspension will not exceed thirty (30) working days. Suspension of an employee is subject to the formal grievance procedure. Causes for suspension include, but are not limited to:

1. The causes listed for written reprimands
2. Continued instances of poor performance or a single occurrence of poor performance if serious
3. Insubordination

At the employee's request any suspension will be removed from the employee's Human Resources file eighteen (18) months after the employee received the suspension, provided the employee has not received another suspension or other disciplinary action during the eighteen (18) month period. If an employee receives a subsequent disciplinary action during the original eighteen month time frame, the original disciplinary action shall be held in the Human Resources file for a total of, but not longer than three (3) years.

e. **Demotion and Dismissal:** An employee may be demoted or dismissed for continued inadequate job performance or for other causes. The demotion or dismissal of an employee is subject to the formal grievance procedure. Causes for demotion or dismissal shall include, but are not limited to:

1. All causes listed previously if continuing and are on going infractions
2. Theft or intentional abuse and destruction of City property or unapproved use of city property for any reason
3. Conviction of a felony
4. Conduct unbecoming an employee of the City or Police Department
5. Deliberate falsification of information on the employee's job application or other record
6. Violation of the New Mexico Controlled Substances Act, or using controlled substances or alcohol on the job, or reporting to work under the influence of an unlawful controlled substance or alcohol, except that use of alcohol or unintentional use of a controlled substance while in the performance of their duties will not be a violation
7. Insubordination deemed blatant or hostile
8. Failure to meet standards of substance abuse rehabilitation programs

9. Lying in an Internal Affairs Investigation (Dismissal)

The preceding examples are typical of the types of infractions sometimes encountered, but are not inclusive of all situations that may arise. The Employer reserves the right to exercise judgment and render disciplinary action or dismissal as determined appropriate based on the circumstances of each case.

D. Disciplinary Files

The Department shall maintain a disciplinary file on each employee who receives a disciplinary action. The file shall include all disciplinary actions which have not been removed pursuant to the terms of this section. The disciplinary file shall also include a history of all disciplinary actions which occurred during the employee's service with the Department.

A brief chronological history of disciplinary actions taken will be maintained by both the Department and Human Resources. This history shall be limited to date, employee name, charge and disposition.

E. Pre-determination hearings

An employee notified of a possible written reprimand, suspension, demotion or dismissal shall be entitled to a pre-determination hearing before the Chief or designee.

1. Loudermill Rights. Unlike Weingarten, the employer has an obligation to inform the employee of his/her Loudermill Rights to a hearing. The right is known as "Loudermill Right" based upon the 1985 U.S. Supreme Court decision in the case of *Cleveland Board of Education v. Loudermill*.

2. **Notice.** An employee shall be notified in writing at least forty-eight (48) hours prior to the date and time of the pre-determination hearing. The notice shall disclose the proposed disciplinary actions, reasons for the proposed disciplinary actions, and shall state the time, place and date of the hearing.

3. **Hearing Procedure**. The hearing shall be informal and shall be conducted by the Chief or designee. The employee shall be represented by legal counsel and/or up to two representatives of the Association. The purpose of the hearing is to provide the employee with a reasonable opportunity to address the reasons for the proposed disciplinary action.

4. **Waiver.** The hearing may be waived by the employee in which case the disciplinary action is effective immediately.

5. **Decision. The Chief, or designee**, shall render a final recommendation within five (5) business days of the hearing, and forward the recommendation to the City Manager. If the employee wishes to appeal the disciplinary action, the employee shall submit a written appeal to the City Manager within five (5) business days from the date the employee was served with the decision from the Chief or designee. The written appeal must state the specific reasons why the disciplinary action should not be taken. The City Manager has fifteen (15) business days from the receipt of the employee's written appeal to consider the appeal and respond in writing to affirm, modify or reject disciplinary action. The City Manager, at his/her discretion, may also within this time period request a meeting with the Union and the employee to discuss the appeal.

6. **Appeal.** If the association is dissatisfied with the decision of the City Manager with regards to suspensions, demotions, or terminations, it may appeal the decision by serving a written demand for arbitration pursuant to the Arbitration provision of Section 35. An employee dissatisfied with the decision of the City Manager with regards to disciplinary action other than suspensions, demotions or terminations may appeal the decision at the cost to the employee by serving a written demand for arbitration pursuant to the Arbitration provision of section 35.

Section 35 GRIEVANCE AND APPEAL PROCEDURES

Grievances shall be limited to alleged contractual violations, misapplication or misinterpretation of any provisions of this Agreement. Grievances shall be filed within fifteen (15) business days from the date the violation(s) occurred, or from when the Association or the employee was aware or reasonably could have been aware of the violation(s) of the Agreement.

A. Informal Grievance Procedure

The purpose of the informal grievance procedure is to provide employees with a fair and equitable process for resolving complaints or problems. Most grievances should be resolved at the lowest possible level and as informally as possible before the parties resort to the formal grievance procedure.

1. The affected employee shall discuss the problem with his/her first line supervisor and attempt to work out a solution. No written documentation is required, and it is anticipated that most problems will be resolved at this level.

2. If the employee does not obtain a satisfactory solution to the problem after consultation with the first line supervisor, the employee may discuss the problem again informally with the next level supervisor if applicable.

3. If the problem is not resolved by a supervisor in the chain of command, the employee may file a written complaint with the Chief. The written complaint shall contain the following information:

1. The name and position of the affected employee.
2. A clear and concise statement of the grievance.
3. The issue or issues involved.
4. The relief sought.
5. The date the incident or violation took place.
6. The specific section or sections alleged to have been violated.

The Chief or designee shall respond in writing within ten (10) business days of receipt of the written complaint and shall within this time period request a meeting with the Association and/or the affected parties to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to the formal grievance process.

B. Formal Grievance Procedure

If a mutually agreed upon solution was not reached through the informal grievance procedure, the Association must submit a formal grievance to the City Manager within seven (7) business days from the date of the informal grievance written response from the Chief.

Formal Grievances may be filed by the Association on behalf of an individual employee or group of employees covered by this Agreement, or the Association as the exclusive representative. If an individual employee decides to file a formal grievance, they do so at their own expense and must provide for their own counsel.

All steps of the Informal Grievance Process must be completed prior to evoking the Formal Grievance Procedure. All formal grievances shall be filed in writing and shall contain the following information:

1. The name and position of the affected employee
2. A clear and concise statement of the grievance
3. The issue or issues involved
4. The relief sought
5. The date the incident or violation took place
6. The specific section or sections alleged to have been violated

The City Manager or designee shall respond in writing within twenty (20) business days of receipt of the written grievance and shall within this time period request a meeting with the Association to discuss the grievance and its settlement. If the grievance is not satisfactorily resolved at this level, the grievance may be submitted to final and binding arbitration by the Association (but not by the individual employee) within ten (10) business days after the time for response of the City Manager.

C. Miscellaneous

1. Tape recorders or other electronic recording devices may be used by any party participating in the grievance.

2. Any of the time limits set out in this procedure may be extended, waived, or otherwise modified by written mutual agreement of both parties.

3. A party to this Agreement or an individual employee may be represented by counsel at any step of the formal grievance procedure at his/her own cost.

4. A grievance may be withdrawn by the Association at any step of the procedure without prejudice and without precedence except as to objections of timeliness. The arbitrators shall decide all disputes regarding the grievability of grievances.

D. Arbitration

1. The Association has complete discretion as to whether it will demand arbitration or accept the City Manager's response. If however, the Association decides to demand arbitration it must serve a written demand for arbitration upon the Employer within ten (10) business days from the time of response from the City Manager.

2. Within five (5) business days of the written demand for arbitration, the Association shall make a request for a panel of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA), unless the parties can agree upon an arbitrator or alternative panel of arbitrators from which to select an arbitrator.

3. Within five (5) business days of the receipt of a list of arbitrators, the parties will confer to select the arbitrator. The selection shall be made by the Association and the Employer alternately eliminating names. The last name remaining shall be the arbitrator. The parties shall flip a coin to determine who shall strike the first name. If the Employer fails or refuses to strike a name from the list, the Association may request that the FMCS or the AAA unilaterally appoint an arbitrator to hear the matter. Once an arbitrator is either selected by the parties or appointed by the FMCS or AAA, the arbitrator shall have full jurisdiction.

4. The decision of the arbitrator shall be based upon the facts established by the testimony and documents presented in the case. The arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Agreement; but, the arbitrator may give appropriate interpretation or application to such terms and provide appropriate relief. The arbitrator shall not have authority to make an award, which includes a fine or other punitive damages or award of attorney's fees.

5. The arbitrator's decision shall be final and binding on the parties. In arbitrations challenging a disciplinary action, the Employer shall have the burden of proof by a preponderance of the evidence. In arbitrations where the Association alleges a

contractual violation or dispute over a working condition, the Association shall have the burden of proof by a preponderance of the evidence.

6. Each party shall pay one-half of the arbitrator's fees and expenses.

7. Nothing in this section shall prohibit a party from appealing an arbitration award pursuant to the New Mexico Uniform Arbitration Act in a court of competent jurisdiction.

Section 36 PROBATION PERIOD

Probationary employees are not covered by this Agreement. It is understood and agreed by both parties to this Agreement that the probationary period for sworn employees includes the period of time from the date of hire as a permanent full-time employee for a period of twelve (12) months, which may be extended for up to 6 months, due to work related performance or work related injury.

It is understood and agreed by both parties to this Agreement that the probationary period for civilian employees shall be in accordance with Rule 4 section 4.51 of the Human Resources Rules and Regulations.

Personnel shall not receive a promotion or pay increase until successful completion of the probationary period, except for those increases approved by the Governing Body.

Section 37 FILLING OF VACANCIES

A. PERMANENT VACANCIES

1. **Merit Principles**

A. The Parties adopt the following merit standards and shall govern in all Department personnel policies and procedures:

1. Recruiting, selecting, and advancing employees will be on the basis of their ability, knowledge and skill, including open consideration of qualified candidates for initial employment;

2. Equitable and adequate compensation will be provided;

3. employees will be trained as needed to assure high-quality performance;

4. employees will be retained on the basis of the adequacy of their performance, and provisions will be made for correcting inadequate performance and separating employees whose inadequate performance cannot be corrected;

5. fair treatment of candidates and employees in all aspects of human resources administration without regard to race, color, religion, sex, national origin, political affiliation, age, handicap, or other non-merit factors, and with proper regard for their primary and constitutional rights as citizens, will be assured, and;

6. employees will be informed of their political rights and prohibited practices under the Hatch Act.

2. Posting of Vacancies

a. All POA vacancies shall be publicly advertised for a minimum of ten (10) calendar days by the office manager or designee. Qualified Union applicants may be given initial consideration for the applied position; however, the most qualified applicant will be selected. (This section will not affect requirements set by the New Mexico Law Enforcement Academy).

b. The position vacancy posting shall contain the classification of the position, the testing requirement for applicants, the minimum qualifications for the position, the FLSA and Union Status; the work location of the vacancy; a description of working conditions; a general description of the position; examples of work; the pay schedule of the position; the location where applications are to be filed; the opening and closing dates; and the time frames for accepting applications.

3. Filing

a. All applications for positions in the Department shall be made on forms prescribed by the Human Resources Director. Such applications shall include information, which the Human Resources Director may deem necessary or is mandated by City, State and Federal law, regulations and guidelines. All applications shall be signed, dated and the truth of all statements contained therein certified by the applicant's signature.

b. No question on any form or application shall be so worded as to elicit information concerning the sex, age, race, physical or mental handicap, national or ethnic origin, political or religious opinions or affiliation of any applicant except that information required to assist with equal employment opportunity efforts, nor shall inquiry be made concerning such origin, opinions or affiliation during any interview, and all such disclosures thereof shall be disregarded.

4. Examinations

a. Examinations of applicants shall consist of testing devices that will establish and confirm the qualifications of applicants required by the class and/or the rank for which applicants are being examined.

b. Examinations to measure the qualifications of candidates shall be conducted by the Human Resources Director and his/her staff, or by persons designated by the Human Resources Director to assist.

5. Character

a. Testing for a position vacancy and/or higher rank in the Department may be accomplished by a combination of the following types of tests: written tests, training and experience, oral tests, assessment center, performance tests, or any other appropriate selection device. A minimum of two (2) types of tests shall be used.

b. New tests will be developed in accordance with established professional techniques and relevant federal laws, regulations and guidelines with the intent of measuring critical or important knowledge, skills, abilities, job duties, work behaviors, or work necessary for successful job performance.

c. No test shall be administered by the Department to an applicant candidate for employment without such test having been approved by the Human Resources Director.

6. Administration

a. The Human Resources Director shall publish the dates and location of the scheduled test.

b. The Human Resources Director may designate such proctors and oral examiners of recognized professional competence in the area to be tested as may be necessary for the proper administration of tests, may provide for their compensation, and may arrange for the use of facilities in which to administer the tests.

c. Oral tests will be administered by oral examiners, appointed by the Human Resources Director, who do not hold any political office and who do not make the final hiring decisions at the Department level for the position in

question. A testing specialist from the Human Resources Department will proctor all oral tests.

d. The Human Resources Director shall assign an identification number to each examinee, and this number shall be used to identify all of an examinee's papers.

e. If the conduct of any examinee is improper during any phase of a test, the proctor may remove such examinee from the test. Such conduct will be brought to the attention of the Human Resources Director who may bar the examinee from future tests. The Human Resources Director may require any examinee to retest if there is reason to believe the examinee has received prior knowledge of confidential information about the test content, has made false representations at the test administration, or whose conduct during test administration was such as to obtain an unfair advantage.

7. Scoring

a. The Human Resources Director shall compute a final score using acceptable testing practices. Where a combination of testing procedures is used, failure on any part of the procedures may constitute failure for the entire test.

b. The observed (raw) score shall be used to rank the candidates.

8. Notice of Results

Notification of test results shall be in writing and made within 30 calendar days of the test date.

9. Confidentiality

The Human Resources Director shall maintain the security of all tests. Written tests, oral test questions, performance tests, rating formulas or any related material that would compromise the content of a test shall be confidential, except as otherwise prescribed under the Federal Freedom of Information Act.

10. List of Eligibles

The Human Resources Director shall maintain an official roster of applicants eligible for appointment to a class and/or rank.

11. Establishment

A separate list of eligibles shall be established and maintained for each class and/or rank in the City.

12. Names

The names of applicants with passing test scores shall be placed on an appropriate list of eligibles. For promotional consideration, in rank order of final test scores achieved, and seniority of the employee in cases of tie scores.

13. Supplemental Registers

The Human Resources Director shall periodically make a review of existing lists of eligibles to determine whether there are an adequate number of applicants available to meet the needs of the Department. When it is determined by the Human Resources Director that the particular list of eligibles is inadequate or may become inadequate in a short period of time, the Human Resources Director shall order recruitment and testing for that class and/or rank.

14. Duration of Names

An applicant's name shall be retained on a list of eligibles for twelve (12) months from the date the applicant is placed on the list of eligibles.

15. Requests for Hire

Whenever a vacancy or an anticipated vacancy occurs in a position, or when a list of eligibles is twelve (12) months old, and the Department desires to fill the vacancy with a promotion, a request for a list of eligibles shall be submitted to the Human Resources Director on the prescribed forms, unless otherwise provided for by the Human Resources Director.

16. General

a. Selection for appointment to a position in the Department shall be made from a list of eligibles.

b. Upon selection by the Department, a recommendation will be made to the City Manager through the Human Resources Director to which the City Manager must concur before the selection is approved.

c. Should the higher ranked applicant (s) not be selected, he/she will be given the reason(s) prior to the Department's recommendation to the City Manager and Human Resources Director, as to why he/she was not selected and the opportunity to meet with the Chief to discuss the non-selection. The Chief shall also provide the City Manager and Human Resources Director with the reasons why the higher ranked applicant(s) were not selected. The applicant (s) not selected are given the opportunity to present in writing relevant facts to the City Manager within forty-eight (48) hours after the notification of non-selection. The City Manager shall review the Chief's and the applicant's submission and shall make a finding of justifiable cause for the non-selection. Justifiable cause can include:

1. Unsatisfactory work performance.

2. Inability to perform duty due to mental, physical or emotional difficulties that are clinically documented and that directly affect the work performance of the individual.

3. Lack of specialized knowledge for the position.

B. TEMPORARY VACANCIES

1. A job will be considered vacant when the employee holding the job has quit, is discharged, demoted, promoted, transferred to another department, or when it is a newly created job. All other vacancies shall be considered temporary.

2. Should the Employer choose to fill a temporary vacancy, notice of the temporary vacancy shall be posted on the Department Special Orders for ten (10) calendar days. Any employee desiring consideration for the temporary vacancy shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

3. If more than one (1) qualified employee submits a *Memorandum of Interest*, the temporary vacancy will be filled by the employee that best meets the qualifications, skills, and abilities required by the vacant position, provided disciplinary records are otherwise equal.

4. Management may assign an employee to fill the vacant position during the posting or in the absence of any *Memorandums of Interest* by a qualified employee. Employees temporarily assigned or transferred to a lower-paid job in the Department or in a different department within the City, shall receive their regular rate of pay.

5. When a vacant position has been filled as a temporary vacancy for thirty (30) or more consecutive workdays, the employee filling the vacancy shall receive all pay and benefits pertaining to that job classification.

6. Notwithstanding any provision to the contrary, employees may be assigned or transferred temporarily for a period of time not to exceed six (6) months without a permanent vacancy being created as a result.

C. ASSIGNMENTS AND TRANSFERS

The Employer retains the right to assign, transfer, and retain employees in positions, including assignment of employees to specific positions and the determination of job content and/or job duties.

1. Notice of a vacant position shall be posted in the Department Special Orders for ten (10) calendar days. Any qualified employee desiring consideration for the position shall file a *Memorandum of Interest* within the posting period. *Memorandums of Interest* shall be submitted to the office of the Chief.

    a. If an employee is away from work for an extended period of time (i.e. annual leave or training), the employee may submit a memorandum to the Chief expressing interest in a particular position or unit should a vacant position become available during the employee's absence. These memorandums shall include the date the employee will be away from work and the date the employee is expected to return to work, and shall only be valid between those specified dates.

    b. If more than one (1) qualified employee submits a *Memorandum of Interest*, the vacant position may be filled by the employee that best meets the qualifications, skills and abilities required by the position, provided disciplinary records are otherwise equal, at the discretion of the Chief. If there are two equally qualified candidates, seniority will be used to break the tie.

    c. If only one (1) qualified employee submits a *Memorandum of Interest*, but the Employer determines that his or her selection is not in the best interest of the Department (e.g. the employee is currently serving in a position where his or her talents are needed and cannot easily be replaced), the employer may select another qualified employee to fill the vacant position.

    d. Nothing in this section shall prohibit the Employer from making disciplinary lateral transfers in accordance with Section 34 of this Agreement. The non-disciplined employee displaced by the disciplinary transfer shall be given the first opportunity to return to his/her prior position when an opening becomes available.

e. Nothing in this section shall prohibit a lateral transfer wherein both employees request in writing to switch positions stating the reasons for the requests and the request is approved through the chain of command with the Chief having the final approval.

Section 38 EDUCATIONAL INCENTIVE PAY

A. The employer shall pay an educational incentive at the rate set forth below only for the highest level degree achieved by the employee:

Associates Degree	$ 50.00 per month
Bachelor's Degree	$ 100.00 per month
Master's Degree	$ 150.00 per month

B. To be eligible for educational incentive pay, an employee must:

1. Have successfully completed his/her probationary period

2. Have received a degree from a fully-accredited college or university verified by a certified official transcript

Section 39 STAFFING

Subject to the right of the Employer to set and determine the number of employees to be carried in each job classification, the Employer will meet and consider input from the Association prior to changes in staffing that decreases the number of union positions in an attempt to ensure that sufficient personnel and resources are available to allow employees to accomplish their duties in a timely and safe manner.

Section 40 LABOR MANAGEMENT COMMITTEE

The parties shall establish a Labor Management Committee (hereinafter referred to as "LMC") which shall be a standing committee for the duration of this Agreement. The LMC shall meet at least every other month at a mutually agreed upon time and place on paid status for all members. The Association and the Employer shall each appoint four members unless mutually agreed to the contrary. The LMC shall be free to address any topic of mutual interest or concern which affects working conditions of employees to include issues of health and safety. It is understood and agreed that while the parties shall not be restricted in the topics to be addressed other than set forth above, neither the discussions, nor the outcome thereof shall be considered or treated as constituting a binding agreement. This committee is not empowered to negotiate or resolve any changes in the collective bargaining agreement or formal grievances, but if an agreement can be reached on an issue of mutual interest or concern, the LMC will give the information to the City and the Association, and if both agree, a Memorandum of Understanding can be implemented.

Section 41 CITY OF SANTA FE AND POLICE DEPARTMENT RULES AND REGULATIONS

A. The Employer may amend or expand current rules and regulations which directly affect or may affect employees, provided provisions of this contract or any Memorandum of Understanding are not altered or affected. The Employer will provide a written or electronic copy of current or amended rules and regulations, or policies and procedures to each employee, within ten (10) calendar days of implementation.

B. The Employer will provide the Association President with a written or electronic copy of proposed Employer rules, regulations, policies or amendments and will provide the Association with an opportunity to provide input in writing prior to implementation, unless the change is due to an emergency situation.

1. The Employer will provide training when deemed necessary.

Section 42 CONTRACT INCLUDES ENTIRE AGREEMENT

The parties understand that this Agreement is the only existing Agreement between the parties and replaces any and all previous Agreements. The Employer and the Association may upon mutual agreement and negotiation place in effect a Memorandum of Understanding (MOU), which may interpret or clarify the provisions of this contract. A Memorandum of Understanding may not be used to make a substantive change to this agreement. If the parties mutually desire to substantively change or add provisions to this agreement, then the parties will meet in negotiations and attempt to negotiate the amendment. Any amendment will be submitted to the membership for ratification and to the governing body for contract amendment approval. The Employer and Association agree to furnish each employee, at a shared cost, with a copy of an MOU or any contract amendments and each employee is responsible for becoming familiar with the MOU or contract amendment.

Section 43 SAVINGS CLAUSE

Should any part of this Agreement or any provision contained herein be declared invalid by any court, state board, or tribunal of competent jurisdiction, the validity of the remaining portions shall not be affected. Should this occur, the parties will immediately meet to negotiate a suitable provision or replace the provision held invalid.

Section 44 TERMS OF AGREEMENT

THIS AGREEMENT is to be effective on the date of signature, except where a different date is indicated within any specific provision of this agreement, and will expire June 30, 2022. However, the continuation of this Agreement, or any successor Agreement, is contingent upon the presence of express statutory authorization for public sector collective bargaining.

Any Agreement provision by the Employer and the Association that requires the expenditure of funds shall be contingent upon the specific appropriation for wages and benefits by the Governing Body and the availability of funds. Any article of this Agreement which is dependent upon the authorization and appropriation of funds by the Governing Body shall be a topic of collective bargaining in successive years.

Negotiations of sections for fiscal year 2019/2020, 2020/2021, 2021/2022 or a successor agreement agreed to by the parties shall begin following submission of written notice to the Employer by the Association no later than August 1st. Negotiations shall begin no later than August 15th unless otherwise agreed by the parties.

The Association recognizes that it may be necessary for the Employer to increase compensation in order to recruit and retain qualified police officers. Thus, during the term of this Agreement, the Employer and the Association, upon mutual agreement, may reopen any provision of this Agreement. In addition, each party reserves the right to reopen up to three (3) sections for subsequent negotiation years.

Section 16: Compensation, in its entirety, shall be subject of re-negotiation each successive year of this Agreement. Should an agreement to Section 16: Compensation not be reached prior to the commencement of the new fiscal year, those provisions outlined in Section 16: Compensation shall be continued at the previously agreed compensation rate until a new Agreement is reached by the parties and approved by the Governing Body.

APPENDIX A

AN ACT

RELATING TO LAW ENFORCEMENT; CREATING THE PEACE OFFICER'S EMPLOYER-EMPLOYEE RELATIONS ACT.

BE IT ENACTED BY LEGISLATURE OF THE STATE OF NEW MEXICO;

Section 1. SHORT TILE.-- Sections 1 through 11 of this act may be cited as the "PEACE OFFICER's Employer-Employee Relations Act."

Section 2. FINDINGS AND PURPOSE. --

A. The legislature finds and declares that effective law enforcement is dependent upon the maintenance of stable relations between PEACE officers and their employers. Moreover, the existence of stable relations between PEACE officers and their employers will enhance law enforcement services provided to the citizens of New Mexico.

B. The purpose of the PEACE OFFICER's Employer-Employee Relations Act is to prescribe certain rights for PEACE officers, particularly when they are placed under investigation by their employer.

C. Provisions of this act only apply to administrative actions and shall not apply to criminal investigations of a PEACE OFFICER except as provided in Section 8 of this act.

Section 3. DEFINITION. -- As used in the PEACE OFFICER's Employer-Employee Relations Act, "PEACE OFFICER" or "OFFICER" means any employee of a police or sheriff's department that is part of or administered by the state or any political subdivision of the state who is responsible for the prevention and detection of crime and the enforcement of the penal, traffic or highway laws of the state.

Section 4. INVESTIGATIONS OF PEACE OFFICERS--REQUIREMENTS--When any PEACE OFFICER is under investigation by his employer for alleged actions that could result in administrative sanctions being levied against the OFFICER, the following requirements shall be adhered to:

A. Any interrogation of an OFFICER shall be conducted when the OFFICER is on duty or during his normal working hours, unless the urgency of the investigation requires otherwise;

B. Any interrogation of an OFFICER shall be conducted at the employer's facility, unless the urgency of the investigation requires otherwise;

C. Prior to commencement of any interrogation session:

(1) an OFFICER shall be informed of the name and rank of the person in charge of the interrogation and all other persons who will be present during the interrogation;

(2) an OFFICER shall be informed of the nature of the investigation, and the names of all known complainants shall be disclosed to the OFFICER unless the chief administrator of the OFFICER's employer determines that the identification of the complainant shall not be disclosed because it is necessary for the protection of an informant or because disclosure would jeopardize or compromise the integrity of security of the investigation; and

(3) a reasonable attempt shall be made to notify the OFFICER's commanding OFFICER of the pending interrogation;

D. During the interrogation session, the following requirements shall be adhered to:

(1) each interrogation session shall not exceed two hours unless the parties mutually consent to continuation of the session;

(2) there shall not be more than two interrogation sessions within a twenty-four hour period, unless the parties mutually consent to additional sessions, provided that there shall be at least a one-hour rest period between the sessions;

(3) the combined duration of an OFFICER's work shift and an interrogation session shall not exceed fourteen hours within a twenty-four hour period, unless the urgency of the investigation requires otherwise;

(4) there shall not be more than two interrogators at any given time;

(5) an OFFICER shall be allowed to attend to physical necessities as they occur in the course of an interrogation session; and

(6) an OFFICER shall not be subjected to offensive language or illegal coercion by his interrogator in the course of an interrogation session;

E. Any interrogation of an OFFICER shall be recorded, either mechanically or by a stenographer, and the complete interrogation shall be published as a transcript; provided that any recesses called during the interrogation shall be noted in the transcript; and

F. Any accurate copy of the transcript or tape shall be provided to OFFICER, upon his written request, no later than fifteen working days after the investigation has been completed.

Section 5. POLYGRAPH EXAMINATIONS.--After reviewing all the information collected in the course of an investigation of a PEACE OFFICER, the chief administrator of the OFFICER's employer may order the OFFICER to submit to a polygraph examination administered by a licensed polygraph examiner, provided that:

A. All other reasonable investigative means have been exhausted; and

B. The OFFICER has been advised of the administrator's reasons for ordering the polygraph examination.

Section 6. INVESTIGATION OF ADMINISTRATIVE MATTERS.-- When any PEACE OFFICER is under investigation for an administrative matter, the OFFICER shall be permitted to produce any relevant documents, witnesses or other evidence to support his case he may

cross-examine any adverse witnesses during any grievance process or appeal involving disciplinary action.

Section 7. PERSONNEL FILES.--

A. No document containing comments adverse to a PEACE OFFICER shall be entered into his Personnel file unless the OFFICER has read and signed the document. When an OFFICER refuses to sign a document containing comments adverse to him, the document may be entered into an OFFICER's Personnel file if;

(1) The OFFICER's refusal to sign is noted on the document by the chief administrator of the OFFICER's employer; and

(2) the notation regarding the OFFICER's refusal to sign the document is witnessed by a third party.

B. A PEACE OFFICER may file a written response to any document containing adverse comments entered into his Personnel file and the response shall be filed with the OFFICER's employer within thirty days after the document was entered into the OFFICER's Personnel file. A PEACE OFFICER's written response shall be attached to the document.

Section 8. CONSTITUTIONAL RIGHTS--NOTIFICATION.--When any PEACE OFFICER is under administrative investigation, he shall be immediately notified of the investigation and shall be afforded all the protections set forth in the bill of rights of the United States and New Mexico constitutions.

Section 9. FORCED DISCLOSURE OF FINANCIAL STATUS PROHIBITED.--A PEACE OFFICER shall not be required by his police or sheriff's department employer to disclose information regarding his financial status, unless all other reasonable investigative means have been exhausted or except as otherwise required by law.

Section 10. POLITICAL ACTIVITY.--

A. A PEACE OFFICER shall not be prohibited by his police or sheriff's department employer from engaging in any political activity when the OFFICER is off duty, except as otherwise required by law.

B. Notwithstanding the provisions of Subsection A of this section, any PEACE OFFICER employed by the New Mexico state police department shall be governed by the provisions of regulations adopted by the department regarding political activity.

Section 11. EXERCISE OF RIGHTS -- A PEACE OFFICER shall not be subjected to any retaliation by his employer due to the OFFICER's lawful exercise of his rights under the PEACE OFFICER's Employer-Employee Relations Act.

Section 12. EFFECTIVE DATE--The effective date of the provisions of this act is July 1, 1991.

APPENDIX B

Car Plan

I. Officer Assigned Vehicle Program:

A. Participation in this program shall be totally voluntary on the part of the officer. However, the right to deny participation in this program for just cause is reserved to the Chief.

B. An officer may be denied participation in the program regardless of his/her assignment if, in the judgment of the Chief, the officer's duties and responsibilities will not justify the assignment of a vehicle.

C. Officers volunteering to participate in this program agree to abide by all rules and regulations governing this program.

D. This program will be reviewed and may be modified at the discretion of the Chief. If, in the opinion of the Chief, the vehicle program for the Department, as covered by this agreement, proves unworkable in practice, the Chief shall have the option of revising or terminating the Agreement upon one-hundred twenty (120) days written notice of intent to the Association, and the Employer will meet and attempt to solve problems relating to the program; otherwise, said notice shall be final.

II. General Regulations:

A. No one other than a sworn Santa Fe Police Officer will be permitted to drive a police vehicle. Officers will not presume any special privileges with a City vehicle while off-duty. As an example, an officer living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area.

B. Non-sworn employees (i.e.) Animal Services; Public Safety Aides; Crime Scene Technicians; and Property-Fleet Manager, will be permitted to drive an assigned vehicle, and may have their assigned vehicle privilege suspended/revoked for just cause. Non-sworn employees will not presume any special privileges with a City vehicle while off-duty. As an example, a non-sworn employee living in an apartment complex will park the vehicle in the designated area at all times, not in a reserved or no parking area. This agreement will not prevent the chief from assigning a vehicle to any other non-sworn employee.

C. Unattended vehicles of off-duty officers or non-sworn employees must be locked at all times.

D. Officers or non-sworn employees will not operate an assigned vehicle within less than eight hours after consuming any alcoholic beverages.

E. No officer participating in the Officer Assigned Vehicle Program will be authorized to transport any passenger except under the following conditions:

1. Approved Ride-Along.

2. Children for day care only when an emergency arises, and a supervisor is notified.

F. The Department vehicle will not be utilized for carrying heavy or excessive loads, and will not have objects protruding from the trunk or windows.

G. During vacations of five consecutive days or more when the officer or non-sworn employee will be out of their approved take home recorded address, or when an officer or non-sworn employee is on sick leave, or injury time for five days or more, the City vehicle will be turned in at the police department and or designated area, locked up, and will not be used except in an emergency. The officer or non-sworn employee will be reassigned the vehicle upon return to the City, or return to normal duty. The vehicle may, at the Commander's discretion, be parked at a designated official; City of Santa Fe facility instead of the police department.

H. In the event any officer is placed on light duty status they:

1. Shall not be allowed to drive a marked unit.

2. Will turn in the marked unit.

3. May be issued an unmarked unit until such time as he/she is back to full duty, subject to availability of an unmarked unit.

III. Vehicle Operation Regulations:

A. Officers and non-sworn employees hired on or after April 1, 2012 will not utilize vehicles more than forty-five (45) radius miles from the City of Santa Fe municipal limits, except on official business. Officers and non sworn employees hired prior to April 1, 2012 are hereby allowed up to sixty (60) roadway miles from the City of Santa Fe municipal limits and shall not utilize their vehicles more than this roadway mileage, except on official business.

B. All officers or non-sworn employees assigned a City Vehicle will exercise good judgment and will not operate the vehicle in a manner so as to generate unfavorable comment, or reflect discredit on the Department.

C. Officers, while off-duty and operating a City vehicle, will be appropriately attired and have in his/her possession badge, ID, and sidearm to effectively perform a police function while, at the same time, presenting a favorable image. Officers will wear (slacks or jeans) and a shirt while operating the vehicle; cut-offs, shorts, t-shirts and tank tops will be considered inappropriate attire.

D. Officers and non-sworn employees shall be allotted a set amount of fuel per week for their assigned police vehicle(s) in accordance with the below listed table. Officers and non-sworn employees shall be responsible for assuring their assigned vehicle has a sufficient amount of fuel to perform their job duties, to include routine patrol.

Personnel	Gallons per Vehicle per Week
Sworn Personnel – Uniformed (Patrol, Traffic)	40 gallons
Sworn Personnel - Plain Clothes (to include Under Cover (UC) Vehicles)	30 gallons
Sworn Personnel – Administrative (Training, Crime Prevention, Recruiting)	25 gallons
Civilian Personnel – Uniformed (Animal Services)	40 gallons
Civilian Personnel – Uniformed (Public Safety Aides)	30 gallons
Civilian Personnel - Plain Clothes (Crime Scene Technicians; Fleet Manager)	20 gallons

The allotted amount of fuel shall not be cumulative nor shall any past week's balance carry over to the following week's allotment. Officers assigned to official Department or City business, such as training or meetings outside the city limits or outside the state shall be exempt from the fuel allotment for that particular incident and/or event. Higher fuel consumption due to special circumstances will be considered an exception to the designated allotment.

E. An officer using the City vehicle, while off-duty will not be required to go in and out of service but if he/she is near a priority one call, he/she must advise the dispatcher.

F. The safety of passengers rests solely with the officers operating the City vehicle.

G. Emergency runs will not be made while the vehicle is occupied by passengers other than Department members, except for Department approved Ride-Alongs.

H. When responding to calls for service while off-duty, the officer may be required to handle the call in order to best preserve and handle evidence and maintain continuity. In such cases, the officer shall be compensated with overtime pay consistent with Department regulations and the Association Agreement.

I. Officers are responsible for enforcing traffic laws while operating a marked patrol unit off-duty; this is intended to be for flagrant, dangerous violations.

IV. Maintenance Regulations:

A. The officer and non-sworn employees assigned to a City vehicle shall be fully responsible for seeing that the general maintenance and proper care of the vehicle is performed (The Employer shall perform and pay for the maintenance), and shall refrain from:

1. Making anything but minor adjustments

2. Altering the body, general design, appearance, markings, mechanical, or electrical systems. The addition or modifications of light to a vehicle will require prior approval from the Chief of Police. This section also prohibits the addition of bumper stickers or license plates that promote a commercial enterprise or that present a theme which may be controversial among varying segments of the community.

3. Making any repairs, or having any repairs made to the vehicle, other than at the authorized Department garage

4. Using fuel, oil, lubricant, or other liquid additives in the vehicle, other than those issued at authorized motor pool fuel depots

5. The Employer assumes no financial responsibility for stolen, damaged or lost personal electronic devices, purchased and/or installed by the employee.

B. Officers and non-sworn employees will be responsible for the appearance and cleanliness of their vehicles, both interior and exterior.

C. Officers and non-sworn employees will wash the vehicle at their own expense and wax it at least once every six months.

D. Officers and non-sworn employees will change flats, when on-duty or off-duty. Repairs to the tires will be made by the authorized city warehouse employee(s). The flat tire will be delivered to the warehouse.

E. Officers and non-sworn employees will be required to have all maintenance and service work done on their assigned vehicle. A work order must be submitted for all maintenance, repairs and service work.

F. All vehicles will be inspected bi-monthly by the immediate supervisor of the vehicle operator. The inspection shall include:

1. Cleanliness -- interior and exterior

2. Maintenance -- performed at the proper interval

3. Equipment – Inventoried and in good working order

Random audit inspections will be conducted by the Captains and/or above as deemed necessary by the Chief or designee. Inspections will be administered on a scientifically random number selection basis.

G. Officers and non-sworn employees shall, at all times, drive the vehicle with reasonable prudence in order to maintain it at the highest degree of operating efficiency.

H. Negligence, on the part of the officer or non-sworn employees, in the care and operation of the vehicle, or failure to follow these procedures, may be cause for the vehicle to be taken away from an officer or non-sworn employees.

1. Take-home car privileges may be revoked for up to 30 days upon a first infraction of any of these rules governing the plan up to 180 days from any subsequent infraction. Unit Commanders may request an extension of these time periods for serious infractions. Officers or non-sworn employees will be notified by letter of the suspension of their take-home privileges.

I. All suspensions of car privileges under this provision must be approved by the Chief prior to the suspension being enforced. Any administrative action resulting in more than the suspension of the take home car privilege is subject to the provision delineated in Section 34 of this agreement. Any documentation of revocation of take home car privileges not combined with a disciplinary action will be maintained by the office of the Chief; however, such documentation will not be added to an employee's personnel file. The take home car plan is a privilege not a right and may be revoked at the sole discretion of the Chief.

J. If it becomes necessary for a permanently assigned City vehicle to be out of service for extended repairs, the officer may be assigned a loaner vehicle for use if there is a sufficient number of loaner vehicles available.

APPENDIX C

CITY OF SANTA FE
RESOLUTION NO. 1988-11
INTRODUCED BY:
A RESOLUTION

SUPERSEDING RESOLUTION NO. 1987-41; ESTABLISHING A WORKERS COMPENSATION POLICY FOR CITY EMPLOYEES

WHEREAS, each municipality employing workers shall become liable to, and shall pay to and shall pay to any such worker injured by accident arising out of and in the course of employment, and, in case of death being occasioned thereby, to such person as may be appointed by the court to receive the same for the benefit of dependants, compensation in the manner and amount at the times herein required...., and

WHEREAS, the purpose of the workers compensation legislation is to provide a humanitarian and economical system of compensation for injured worker; and

WHEREAS, it is in the intent of the City of Santa Fe not only to comply with state statutes, but also to ensure that employees who sustain an accidental injury arising out of and in the course and scope of their employment with the City are provided an impartial and equitable system of compensation for said injury; and

Whereas, it is further the intent of the City of Santa Fe that whenever possible employees be encouraged to work toward their recovery and the City advocates "limited" or "light duty" for recovering employees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF SANTA FE that:

Section 1. The first seven days of absence following an employee's accidental injury arising out of and in the course of the employee's employment with the City be considered "injury leave" to be paid out of the appropriate department's budget with all the usual deductions made; and

Section 2. After the first seven days of injury, the employee will be continued on injury leave at full salary up to but no exceeding six months (180 days).

Section 3. During this period of time mentioned in Section 2, infra, the employee will be allowed to accrue sick leave and annual leave at the normal rate and PERA contributions will be matched "dollar for dollar" while the employee is on injury leave so that full PERA credit would continue.

Section 4. If the employee will be out more than six months he/she can petition the Worker's Compensation Claims Review Committee who will, on a case-by-case basis, review each case and, if compensation is to be continued, establish compensation at the rates of Worker's Compensation.

Section 5. During the period mentioned in Section 4, infra, the employee will be allowed to accrue sick leave and annual leave at a pro-rated basis. PERA will also be paid on a pro-rated basis.

Section 6. The employee is encouraged whenever possible to return to "light" or "limited duty" as an incentive toward rehabilitation.

PASSED, APPROVED AND ADOPTED this 24th day of February, 1988

APPENDIX D

DRUG AND ALCOHOL TESTING POLICY FOR THE CITY OF SANTA FE POLICE DEPARTMENT

SECTION 1. POLICY

It is the goal and policy of the City of Santa Fe ("City") and the Santa Fe Police Officers Association ("SFPOA") for the employees of the Police Department to maintain a drug and alcohol free work environment through the use of a reasonable employee drug and alcohol testing program. The following reasons support this Policy:

A. PUBLIC SAFETY: Public safety and policing are responsibilities that have dangers not present in other governmental functions. These dangers include the potential and actual use of firearms and other weapons; the use of force including the possible use of deadly force; the operation of emergency vehicles; the prevention of escape; the keeping of order and the enforcement of rules of conduct; and similar responsibilities. These responsibilities have inherent dangers not present in most other governmental functions. An agency charged with these kinds of responsibilities cannot tolerate any kind of conduct on the part of employees which would impair their judgment or skills and thus create an unreasonable risk of harm to the public and other employees.

B. PUBLIC TRUST AND INTEGRITY: The public has the right to demand that those who are charged with enforcing the law obey the law. Since the use of controlled substances (hereinafter simply "drugs") violates the law, public trust is compromised when those who enforce the law violate the law. Courts have repeatedly said that there is no other government agency in which the public must have more confidence than its public safety and correctional agencies.

C. WITNESS IMPEACHMENT: Often the most important weapon in the criminal justice arsenal is the word of an employee or officer. An employee who engages in conduct which violates the law potentially places his or her credibility on the line. If an employee has used drugs in violation of the law, it may cast a fatal shadow over the employee's judgment and performance when they are issues in court.

D. EMPLOYEE MORALE/SAFETY: Employees must be able to depend on their co-workers being reliable, effective, alert, and co-operative. Employees must work together in sometimes very close quarters and in tense situations with great potential for harm to the public, prisoners and other employees. Conduct on the part of employees, which impairs their ability to perform their duties places the safety of their co-workers in jeopardy. It may also have a bad effect on the morale of other employees because of a lack of trust in those who use controlled substances. Such conduct interferes with the mission and responsibilities of the Police Department.

E. LOSS OF PRODUCTIVITY: The abuse of drugs and/or alcohol may lead to poor performance and increased rates of absenteeism. It also increases the risk of on the job injuries with the resultant increase in workers' compensation and other related costs.

SECTION 2. PURPOSE

The purpose of this Policy is to offer guidelines to ensure an employee's drug-free status as a condition of employment and to provide procedures for drug/alcohol testing.

SECTION 3. DEFINITIONS

ALCOHOL means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

APPLICANT is an individual who is seeking to be employed in a position with the Police Department.

CONTROLLED SUBSTANCE is marijuana, cocaine, opiates, amphetamines, phencyclidine, and Anabolic-Androgenic Steroid.

DRUG TEST is a urinalysis test to detect drugs administered under approved medical conditions and procedures.

DRUG ALCOHOL PROGRAM MANAGER is a city employee responsible for administering the drug and alcohol-testing program.

EMPLOYEE refers to any individual employed by the City of Santa Fe Police Department regardless of probationary status, union status, position, or rank.

MEDICAL REVIEW OFFICER (MRO) means a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's positive test result together with the individual's medical history and any other relevant biomedical information.

SAFETY SENSITIVE EMPLOYEE means an employee who performs the duties of a safety-sensitive position as identified in this policy.

SAFETY SENSITIVE POSITION means a position which requires the employee to perform duties which impact the safety of the public and which expose the employee to hazardous conditions and requires responsibility for the physical safety of others. The City of Santa Fe has identified the following positions to be Safety Sensitive:

1. All commissioned police officers, regardless of rank
2. Public Safety Aides

SUBSTANCE ABUSE PROFESSIONAL is a licensed physician (medical doctor or doctor of osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorders.

VERIFIED NEGATIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined not to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct Department of Transportation ("D.O.T.") testing.

VERIFIED POSITIVE TEST means a drug/alcohol test result reviewed by a medical review officer and determined to contain alcohol or prohibited drugs or their metabolites above the cutoff standards established for laboratories approved to conduct D.O.T. testing.

SECTION 4. PROHIBITIONS AND RESPONSIBILITIES

A. Each employee covered by this Policy is:

1. Prohibited from possessing, selling, purchasing, manufacturing or transferring any controlled substance in violation of city, state or federal law, whether on or off duty.

2. Prohibited from any use of any controlled substance in violation of city, state or federal law, whether on or off duty.

3. Prohibited from consuming or possessing alcoholic beverages on duty, except where its use is required and documented pursuant to a case plan and the standard operating procedures.

4. Prohibited from consuming alcoholic beverages while operating a city vehicle or four hours (4) prior to operating such vehicle.

5. Prohibited from the consumption of alcohol within four (4) hours of the employee's scheduled time to report to work, or within eight (8) hours following an accident or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

6. Required to submit to reasonable suspicion alcohol and/or drug testing when directed by the City of Santa Fe; and prohibited from tampering or attempting to tamper with such alcohol and/or drug test.

B. Each employee, under this Policy:

1. Shall be responsible for informing his/her supervisor when being prescribed medication that may impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

2. Shall use medically authorized drugs or over the counter medications in a manner which will not impair on-the-job performance or affect their ability to perform work duties safely and efficiently. Employees may be required to provide proof of lawful prescription.

3. Shall promptly report to his/her supervisor whenever he/she observes or has knowledge of another employee who poses a hazard to the safety and welfare of others.

4. May be temporarily re-assigned to other duties during the time he/she is required to take prescribed medication which has the potential to impair on-the-job performance or affect their ability to perform work duties safely and efficiently.

5. Any employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his or her supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety. A *Supervisor's First Report of Accident* shall be completed within 24 hours of the incident.

SECTION 5. EDUCATION

Every employee will receive a copy of this Policy, and will receive a minimum of sixty (60) minutes of training regarding this Policy and the effects of prohibited drug use and alcohol misuse that impacts an individual's biological, emotional, and psychosocial well being. The effects of misuse can be seen in an individual's work performance, attitude and social interaction. Training shall be provided to each employee within 60 days of adoption of this Policy for current employees, and within 60 days of a new employee's date of hire.

All supervisory personnel responsible for determining whether reasonable suspicion exists to require an employee to undergo alcohol and/or drug testing will also receive a minimum of one hundred and twenty (120) minutes of training on the physical, behavioral, speech, and performance indicators, of probable prohibited drug use and alcohol misuse.

SECTION 6. SUBSTANCES TESTED

A. Alcohol

Employees subject to alcohol testing will have a sample of their breath tested for the presence of the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol. A breath alcohol level of 0.04 or greater constitutes a positive test result. A confirmation test will be given if an employee's initial breath alcohol test level exceeds 0.04.

Any refusal to submit to an alcohol test, and all positive alcohol tests, will be reported immediately by the testing facility to the City of Santa Fe Drug and Alcohol Program Administrator.

B. Drugs

Employees subject to drug testing will have a sample of their urine tested for the presence of six (6) drugs, as follows:

1. Marijuana
2. Cocaine
3. Opiates
4. Amphétamines
5. Phencyclidine
6. Anabolic-Androgenic Steroid

All drug tests will be reported by the testing laboratory to a medical review officer (MRO) who will evaluate the results. After evaluation and interpretation, all verified positive test results will be reported by the MRO to the employee and to the City of Santa Fe Drug and Alcohol Program Administrator. Any refusal to submit to a drug test will be immediately reported by the collection site to the City of Santa Fe Drug and Alcohol Program Administrator.

With respect to verified positive drug tests, employees will be notified by the MRO that they have seventy-two (72) hours following this notification in which they can request, at their own expense, that split urine specimen be tested by another Department of Health and Human Services (DHHS) certified testing laboratory. In the event that the split sample test is negative, the employee will be reimbursed for the test.

Failure to request testing of the split specimen within seventy-two (72) hours of being notified of a positive test by the MRO will result in the test results from the original specimen being accepted as the final test results.

SECTION 7. TYPES OF TESTING

The following tests will be required of all employees in accordance with the alcohol and drug testing procedures set forth in this Policy:

A. Pre-employment tests
B. Post-accident tests
C. Random tests
D. Reasonable suspicion tests
E. Return to duty/Follow-up tests

SECTION 8. ALCOHOL AND DRUG TESTING PROCEDURES

This Policy incorporates the following federal regulations for alcohol and drug testing procedures required for transportation workplace drug testing programs:

49 CFR PART 40

Subpart A
40.3 Definitions

Subpart B – Drug Testing
40.21 The drugs.
40.23 Preparation for testing.
40.25 Specimen collection procedures.
40.27 Laboratory Human Resources.
40.29 Laboratory analysis procedures.
40.31 Quality assurance and quality control.
40.33 Reporting and review of results.
40.35 Protection of employee records.
40.37 Individual access to test and laboratory certification results.
40.39 Use of DHHS – certified laboratories.

Subpart C – Alcohol Testing
40.51 The breath alcohol technician.
40.53 Devices to be used for breath alcohol tests.
40.55 Quality assurance plans for EBT's.
40.57 Locations for breath alcohol testing.
40.59 The breath alcohol testing form and log book.
40.61 Preparation for breath alcohol testing.
40.63 Procedures for screening tests.
40.65 Procedures for confirmations tests.
40.67 Refusal to test and uncompleted tests.
40.69 Inability to provide and adequate amount of breath.
40.79 Invalid tests.
40.81 Availability and disclosure of alcohol testing information about individual employees.
40.83 Maintenance and disclosure of records concerning EBTs and BATs.

It is the intent of this Policy that Police Department employees subjected to testing will be provided with the same ***testing procedures***, safeguards, confidentiality, chain of custody provisions and integrity of the testing process provided to transit employees pursuant to the federal regulations.

SECTION 9. PRE-EMPLOYMENT TESTING

A. Applicants selected for hire will be required to undergo pre-employment testing. Applicants will be informed that they are subject to pre-employment drug testing at the time they apply for a position. Once a conditional job offer is made, the applicant shall have a urine sample collected and tested for evidence of the substances listed in Section 6. The time, date and location of the physical examination and drug test will be announced in advance of the test. Applicants for or employees transferred into

specialized units, which require the safety sensitive employee to have direct involvement in drug interdiction, will also be subjected to drug testing prior to joining the unit.

B. Disqualification from Employment

1. Applicants for initial hire will be disqualified from employment if they:

a. fail to appear for the physical examination and urine collection on the designated day unless excused by the City for good and verifiable cause; or

b. refuse to provide a urine sample; or

c. attempt to alter, taint or otherwise provide a false sample; or

d. test positive for the presence of one of the substances listed in Section 6.

SECTION 10. POST-ACCIDENT TESTING

All employees in safety-sensitive positions as identified in this policy will be subject to post-accident alcohol and drug testing in accordance with the City's alcohol and drug testing procedures.

A. A City of Santa Fe safety representative, supervisor or other qualified person shall be responsible for making a determination whether a post-accident drug and alcohol test is required at the time any covered employee is involved in an accident where a fatality or serious injury has occurred.

B. The City of Santa Fe will also test any safety-sensitive employees whose performance could have contributed to the accident.

C. Employees required to submit to post-accident drug and alcohol testing will be tested as soon as possible (in all cases drug tests shall be conducted within thirty- two (32) hours following the accident and alcohol tests shall be conducted within eight (8) hours of the accident).

D. An employee required to submit to a post-accident drug and alcohol test will be transported by the City to the collection site and will be required to sign a medical authorization for an administrative alcohol and drug test. The employee must provide a urine and breath sample unless it is determined by medical personnel present that the employee is medically unable to provide the required samples. Following the test, the employee will be relieved of duty with pay pending the City's receipt of the results of the tests from the MRO.

E. It is the City of Santa Fe's policy that employees who are required to submit to a post accident drug and alcohol test will be subject to discipline in accordance with Section 16 of this policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

F. Safety sensitive employees must be readily available for post-accident testing. If an employee fails to remain readily available, e.g., notifying supervisor where employee can be located if employee leaves scene of the accident prior to submitting to testing, the employee will be deemed to have refused to submit to testing which shall constitute a verified positive drug and/or alcohol test result. The requirement to immediately report for post-accident testing is stayed while an employee assists in resolution of an accident or receives medical attention following an accident. In such cases, the employee shall report for post-accident testing immediately after the employee completes provision of necessary post-accident assistance or after necessary medical attention is provided.

SECTION 11. VOLUNTARY TESTING

The City shall provide any employee an opportunity to voluntarily submit to a drug and/or alcohol screening test, at the City's expense, immediately following any incident, which may result in allegations of misconduct against the employee (s) or the department.

SECTION 12. RANDOM TESTING

A. The City of Santa Fe will maintain a list of all employees in safety sensitive positions in the Police Department. During each calendar year, alcohol and/or drug tests will be administered to these employees on a scientifically random number selection basis. Under the random selection process each employee will have an equal chance of being selected for testing based on neutral criterion such as social security numbers. This process means that alcohol and drug tests are unannounced. Selected employees are required to report immediately for testing after notification of selection. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year. All employees will remain in the random pool even after being selected for testing. Thus, it is possible for an employee to be selected for testing more than once within a given time period.

1. Selected employees who are off duty or on regularly scheduled days off shall be notified of their selection upon their return to work and are required to report immediately for testing after notification of selection.

B. At least 50% of the total number of safety sensitive employees shall annually be randomly tested for drugs, and at least 10% of the total number of safety sensitive employees shall annually be randomly tested for alcohol.

C. Safety sensitive employees in the following specialized units will be included in a separate pool for random selection in addition to the pool described in Paragraph A above:

1. all safety sensitive employees of the Special Operations and K9 units.

2. all safety sensitive employees assigned to the Narcotics unit or "Region 3 Drug Task Force."

3. safety sensitive employees of any other unit whose function is the detection and interdiction of illegal drugs.

At least 50% of the total number of safety sensitive employees in this pool shall be randomly tested for drugs on a quarterly basis.

D. Employees selected for random alcohol and/or drug tests will be provided with transportation and will immediately report to the collection site where they will be required to provide a breath and/or urine sample.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of the Policy if they:

1. do not appear and complete a random drug and/or alcohol test immediately following notification to appear for such tests, refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a breath and/or urine sample (such a refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this policy.

SECTION 13. REASONABLE SUSPICION TESTING

A. All employees may be required to submit to a reasonable suspicion alcohol and/or drug test.

B. Employees who are reasonably suspected by a supervisor of violating this Policy will be required to submit to an alcohol and/or drug test in accordance with this Policy. A trained supervisor who makes a determination that a test is required will complete a form indicating the grounds for such determination. Reasonable suspicion must be based on a belief by a trained supervisor that an employee is using or has used drugs or alcohol in violation of this Policy and is drawn from specific objective and articulated facts and reasonable inferences drawn from those facts in light of experience, and may be based upon, among other things:

1. observable phenomena, such as direct observation of alcohol or drug use and/or the physical symptoms or manifestations of being under the influence of alcohol or a drug such as appearance, speech or body odors;

2. abnormal conduct or erratic behaviors while at work, excessive absenteeism, tardiness, or deterioration in work performance;

3. an arrest for drug related charges.

C. An employee who is required to submit to an alcohol and/or drug test under this section must sign a medical authorization for an administrative alcohol and drug test.

D. Employees will be transported by the City to the collection site and will be required to provide a breath and/or urine sample. Following completion of the test, employees will be transported home and relieved of duty with pay pending the City's receipt of the results of the test from the MRO.

E. It is the City of Santa Fe's policy that employees will be subject to discipline in accordance with Section 16 of this Policy if they:

1. refuse to sign a medical authorization for an administrative alcohol and drug test or refuse to provide a urine and/or breath sample (which refusal shall constitute a verified positive drug and/or alcohol test result); or

2. attempt to alter, taint, or otherwise provide a false sample; or

3. test positive for the presence of one or more of the substances listed in Section 6 of this Policy.

SECTION 14. RETURN TO WORK TESTING

Employees who self-referral, in accordance with Section 18 of this Policy, prior to returning to work, will be required to take a return to duty alcohol and/or drug test with a verified negative result in accordance with this Policy.

SECTION 15. FOLLOW-UP TESTING

Employees who self-referral, in accordance with Section 16 and 18 of this Policy, upon return to work, shall be subject to a minimum of six (6) unannounced drug and/or alcohol follow up tests during the first twelve (12) months following the employee's return to work, and further testing as recommended by the substance abuse professional for up to a maximum of sixty (60) months.

SECTION 16. CONSEQUENCES OF THE MISUSE OF DRUGS AND ALOCHOL

Any employee testing positive for any of the drugs specified in Section 6(B) of this Policy, or who has a breath alcohol concentration of 0.04 or greater, will be immediately removed from

his/her position and placed on leave with pay status pending disciplinary action. Employees testing positive will be provided with information from the City's employee assistance program (EAP) regarding alcohol and/or substance abuse and the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs. The City will have no responsibility to pay for any necessary treatment on the part of the employee.

A. Consequences of a Positive Drug or Alcohol Test

1. Any job applicant who tests positive for drugs will not be hired.

2. Conditional Retention

If an employee, before selection for drug or alcohol testing, voluntarily admits that he/she is using drugs or has a problem with alcohol and is not otherwise subject to termination under Section 16(A)(3) of this Policy, will be offered conditional retention of employment if the employee:

(a) submits to an evaluation by a substance abuse professional approved by the City's EAP; and

(b) signs a conditional retention of employment agreement; and

(c) is determined by a substance abuse professional to require assistance in resolving problems associated with drug abuse and/or alcohol misuse (the employee must agree to attend a City of Santa Fe approved treatment program and sign a monitoring agreement with the City's EAP to ensure successful completion of the treatment program specified by the substance abuse professional); and

(d) upon release to return to work by the substance abuse professional, is subject to a return to duty drug and/or alcohol test and follow-up tests.

The employee who is conditionally retained must fully comply with the conditions of retention of employment, including successful completion of the treatment program specified by the substance abuse professional. Upon notification of self-referral the employee will be relieved of his duties until released to return to work by the substance abuse professional. The employee may utilize any accrued comp time, annual and sick leave, and authorized leave under the Family Medical Leave Act ("FMLA") until exhausted to cover the necessary leave.

3. Termination

Employees will be terminated with due process if the employee:

(a) uses, possesses, sells, purchases, manufactures or transfers any controlled substances in violation of city, state or federal law, whether on or off duty,

or consumes or is in possession of alcohol on duty (and such consumption or possession is not authorized per Section 4(A)(3)).

(b) consumes alcoholic beverages while operating a city vehicle; or four hours (4) prior to operating such vehicle; or within four (4) hours of the employee's scheduled time to report to work; or within eight (8) hours following an accident involving a city vehicle or until the employee takes a post-accident alcohol and/or drug test, whichever occurs first.

(c) refuses to submit to an alcohol and/or drug test when so directed by the City of Santa Fe, or tampers or attempts to tamper with an alcohol and/or drug test; or,

(d) tests positive and was involved in an accident resulting in death, serious injury or extensive property damage; or

(e) does not appear and complete a follow-up drug and/or alcohol test within two (2) hours following notification to appear for such tests, refuses to sign a medical authorization for an administrative alcohol and drug test or refuses to provide a breath and/or urine sample; or

(f) has a confirmed positive drug or alcohol test

SECTION 17. CONFIDENTIALITY

All testing will be conducted in accordance with the federal regulations to ensure test results are accurate and reliable. Further, the City will carry out this Policy in a manner that respects the dignity and confidentiality of those involved. No laboratory reports or test results shall appear in the employee's employment history unless they are a part of a disciplinary action taken. Laboratory reports and test results shall be placed in a special locked file maintained by the Drug Abuse Coordinator. Files relating to laboratory reports or test results maintained by the Drug Abuse Coordinator must be kept confidential and shall be disclosed only by consent of the patient. Test information, however, shall be released to the employee, the employer, or the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual and arising from a certified positive drug test. Upon request, an employee is entitled to obtain copies of any records pertaining to the employee's use of prohibited drugs, including any records pertaining to the employee's drug tests.

SECTION 18. EMPLOYEE ASSISTANCE PROGRAMS/SELF-REFERRAL

The City of Santa Fe takes seriously its commitment to provide safe conditions to the public and its employees. Recognizing this commitment, the City maintains employee assistance programs that can provide access to professional services in an effort to aid any employee who has an alcohol or chemical dependency problem. Participation in this program is voluntary and all records regarding self-referral or acknowledgement will be kept confidential to the extent required by law.

All employees who suspect they may have alcohol or substance abuse problems are strongly encouraged to utilize employee assistance program resources before the problem affects their employment status. There will be no disciplinary action involved. Voluntary self-referral, however, shall not relieve the employee from responsibility for adequate job performance. Self-referral after notification of a required drug or alcohol test will not eliminate the requirement to take such a test and will not preclude the taking of disciplinary action against an individual who fails a required drug or alcohol test.

Any costs for counseling or rehabilitation shall be the responsibility of the employee. Questions about the City of Santa Fe's employee assistance programs should be addressed to the City's Safety Officer, who serves as the drug and alcohol program administrator.

SECTION 19. APPEALS

Any employee subject to discipline as a result of drug/alcohol testing will have the right to grieve the discipline pursuant to their respective collective bargaining agreement.

SECTION 20. LEGAL ISSUES

This rule or regulation is for internal use only, and does not enlarge an officer's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety of care. Violations of this policy, if proven, can only form the basis of a complaint by this Department, and then only in an administrative setting.

Because chemical testing is not testimonial, compulsory urinalysis or breath alcohol tests do not implicate or violate the Fifth Amendment privilege against self-incrimination. See *Schmerber v. California,* 384 U.S. 757, 761 (1966); see also *State v. Richardson,* 87 N.M. 437 (Ct. App. 1975) (the privilege against self-incrimination applies to disclosures that are communicative or testimonial, and the criminal defendant was not compelled to testify against himself by the drawing of blood from his body). Nevertheless, nothing in this policy shall be deemed a waiver of an employee's constitutional protections or privileges afforded in *Garrity v. New Jersey,* 385 U.S. 493 (1967). Any statements written or verbal regarding illegal drug or alcohol use made by employees while in the course and scope of complying with the requirements of this policy shall be deemed compelled and may not be used for criminal prosecution.

IN WITNESS THEREOF, the parties have signed their names and affixed the signature of their authorized representatives on this _____ day of _____, 2021.

_____
Alan M. Webber, Mayor

ATTEST:

_____
Kristine M. Bustos-Mihelcic, City Clerk

APPROVED AS TO FORM:

_____
Erin K. McSherry, City Attorney

Santa Fe Police Officers Association:

_____
Rebecca R. Hilderbrandt, President

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

Request for Approval of Collective Bargaining Agreement (Union Contract) Between the Santa Fe Police Officer's Association and the City of Santa Fe. (Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on discussion agenda. Councilor Villarreal moved this item from the consent agenda to the discussion agenda.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe New Mexico
Memorandum

Date: March 11, 2021

To: Quality of Life Committee; Finance Committee; Governing Body

Via: Melissa McDonald, Acting Parks Division Director MMc

From: Jennifer Faubion, Staff Liaison JF

RE: TreeSmart Santa Fe Support

ITEM AND ISSUE:

The proposed Resolution supports the creation and management of the TreeSmart Santa Fe initiative, a comprehensive tree canopy project in the city of Santa Fe.

BACKGROUND AND SUMMARY:

TreeSmart Santa Fe is a new public-private partnership between City government and important community partners, including the Santa Fe Watershed Association and the Santa Fe Community Foundation, both of which are contributing funding at the outset.

The core principal of TreeSmart Santa Fe is that cultivating a healthy canopy is not just about planting more trees. It is about planting the right tree (and sometimes other vegetation), in the right place, with the right resources, at the right time. We need to think smart about our canopy in Santa Fe, where not all trees can thrive and water is scarce. Using data-driven insights and an equity lens in project planning, we can leverage smart trees to cool our city, conserve energy and water, and nurture vibrant, livable neighborhoods.

The TreeSmart Santa Fe initiative will help Santa Fe achieve environmental, social, and economic sustainability, while reducing greenhouse gas emissions and removing carbon from the atmosphere.

Operational execution will involve various City entities, with the Parks Division, under the leadership of Acting Parks Division Director Melissa McDonald, as the lead agency. The Sustainability Office, the Public Engagement Office, the Water Conservation Office, the Santa Fe Municipal Tree Board, and the Santa Fe River Commission will also be engaged with the project in various capacities.

City of Santa Fe New Mexico
Memorandum

The official launch of TreeSmart Santa Fe is planned for April 30, 2021, which is National Arbor Day. The Parks Division is assessing locations at which to hold a small, COVID-safe tree-planting ceremony.

In support of the initiative, the City launched a website (treesmart-thecitydifferent.hub.arcgis.com) as an ongoing source of information.

The TreeSmart Santa Fe plan pulls from, and aligns with, several City plans that support the goal of becoming the most eco-friendly and livable city in the country:

- Sustainable Santa Fe 25-Year Plan
- City of Santa Fe 5-year Water Conservation Plan
- Santa Fe River Corridor Master Plan
- City of Santa Fe Parks, Open Space, Trails, and Recreation Master Plan

TreeSmart Santa Fe objectives include the following actions:

- Develop, coordinate, and maintain environmental data with equity-based prioritization and City staff direction. Using a phase-in model, TreeSmart will focus on highest-need areas first, and expand as resources allow, as directed by City staff.
- Work and collaborate with non-profit and other community organizations to engage residents in planning and implementing equitable projects that provide for the canopy needs of the City.
- Work with City staff, the Municipal Tree Board, and the River Commission to coordinate an assessment of the extent of the current urban tree canopy cover. Assist City staff to complete an inventory of trees on public lands.
- Consider public and private lands and varying projects, incentives, and programs to replace lost trees, minimize heat islands, and increase the canopy cover.
- Develop a City of Santa Fe Urban Forest and Tree Canopy Plan.
- Conduct a Canopy Pilot Project to test the methods utilized, complete needed canopy assessments, and kick-start a larger long-term effort to preserve and restore an appropriate urban tree canopy in the City of Santa Fe.
- Develop and conduct public outreach to promote the Canopy Project and the Santa Fe River watershed.
- Develop educational materials and provide training and education of volunteers with respect to watershed issues that relate to canopy cover and urban tree management.
- Create an app or handbook for the City to increase community awareness of the techniques of planting and maintaining the plant canopy and community understanding of the value of the benefits of our urban forest in Santa Fe.
- Identify and work to secure additional funding by means of applying for funding on the City's behalf via private donations, grants, company sponsorships, capital improvement projects, legislative funding, and bonds.

Already, "A Fund for Santa Fe's Trees" has been established at the Santa Fe Community Foundation with a $30,000 donation, and further donations are encouraged. The hope is the fund will grow over time. Community members may/can to award grants to the City and the County for projects by groups that want to plant trees, with the review of a professional arborist. This strategy will encourage planting trees in appropriate locations across the area.

ACTION REQUESTED:

Adopt the Resolution as presented.

ATTACHMENTS:

Resolution
Fiscal Impact Report

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Jamie Cassutt-Sanchez

A RESOLUTION

SUPPORTING THE CREATION AND MANAGEMENT OF TREESMART SANTA FE, A COMPREHENSIVE TREE CANOPY PROJECT IN THE CITY OF SANTA FE.

WHEREAS, trees can provide significant environmental benefits to a city, including moderating the local climate, improving air quality, conserving water, and harboring wildlife; and

WHEREAS, trees in Santa Fe increase property values, enhance the economic vitality of business areas, and beautify the community; and

WHEREAS, planting trees and maintaining older trees provides an opportunity for community interaction, volunteerism, economic development, and environmental conservation; and

WHEREAS, trees, wherever they are planted, are a source of joy and renewal; and

WHEREAS, trees provide environmental benefits for present and future generations to enjoy; and

WHEREAS, those benefits vary by tree species and placement of trees within the environment; and

WHEREAS, scientifically oriented tree management can maximize the benefits achieved from trees and minimize any negative consequences associated with certain species or placements; and

WHEREAS, the Santa Fe River Commission has a long history of establishing, maintaining, and protecting tree cover and healthy ecosystems; and

WHEREAS, Resolution No. 2007-28 directed staff to develop a comprehensive tree policy for the City; and

WHEREAS, Resolution No. 2009-129 directed the City to celebrate National Arbor Day annually and directed staff to establish the Municipal Tree Board and work toward becoming a National Arbor Day Foundation Tree City USA, which the City has now been for 10 years; and

WHEREAS, the health, safety, and general welfare of the public and the conservation and protection of the natural resources of the City of Santa Fe and its values necessitates the implementation of a comprehensive, strategic, and cross-sectoral program to maintain a healthy tree canopy in the City of Santa Fe.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that staff is directed to lead and implement TreeSmart Santa Fe, a comprehensive, equitable, and strategic initiative to increase and maintain a healthy urban tree canopy in Santa Fe by taking the following actions:

1. Develop, coordinate, and maintain environmental data with equity-based prioritization and City staff direction for a phase-in model of TreeSmart Santa Fe. TreeSmart will focus on highest-need areas first and expand as resources allow and as directed by City staff.
2. Work and collaborate with non-profits and other community organizations to engage residents in planning and implementing equitable projects that provide for the canopy needs of the city.

3. Work with City staff, the Municipal Tree Board, and the River Commission to coordinate an assessment of the extent of the existing urban tree canopy cover, and assist City staff to complete an inventory of trees on public lands.

4. Annually recognize Arbor Day with a tree-planting celebration that encourages residents to plant trees and take advantage of the benefits of City parks and our existing tree canopy.

5. Consider public and private lands and varying projects, incentives, and programs to replace lost trees, minimize heat islands, and increase the canopy cover.

6. Develop a City of Santa Fe urban forest and tree canopy plan.

7. Conduct a Canopy Pilot Project to test the methods utilized, complete needed canopy assessments, and kick start a larger, long-term effort to preserve and restore an appropriate urban tree canopy in the City of Santa Fe.

8. Develop and conduct public outreach to promote the Canopy Project and the Santa Fe River watershed.

9. Develop educational materials and provide training and education of volunteers with respect to watershed issues that relate to canopy cover and urban tree management.

10. Create an application or handbook for the City to increase community awareness of the techniques of planting and maintaining plant canopy and community understanding of the value of the benefits of our urban forest in Santa Fe.

11. Identify and work to secure additional funding by means of applying for funding on the City's behalf via private donations, grants, company sponsorships, capital improvement project funding, other legislative funding, and bonds.

PASSED, APPROVED, and ADOPTED this ____day of _____, 2021.

_____

ALAN WEBBER, MAYOR

_____

KRISTINE MIHELCIC, CITY CLERK

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2021/Resolutions/TreeSmart Santa Fe Support

FIR No. 3316

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): TreeSmart Santa Fe Support

Sponsor(s): Councilor Romero-Wirth

Reviewing Department(s): Public Works Department- Parks Division

Staff Completing FIR: Melissa McDonald Date: 03/04/21 Phone: 955-6840

Reviewed by City Attorney: _____ Date: Mar 12, 2021

Reviewed by Finance Director: _____ Date: Mar 14, 2021

Summary:
This Resolution directs staff to create and manage TreeSmart Santa Fe, a comprehensive tree canopy initiative in the City of Santa Fe.

Departments Affected:
Parks Division, Sustainability Office, Public Engagement Office, Water Conservation Office, Santa Fe Municipal Tree Board, and Santa Fe River Commission

Consequences of Not Enacting Legislation:
Failure to prioritize a healthy urban canopy would have negative health, environmental, and quality of life consequences, including, but not limited to, rising temperatures, lower property values, proliferation of heat islands, and an increase of carbon monoxide—a general decline in livability of Santa Fe.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
Related to Resolutions 2007-08 (A Resolution Directing Staff to Develop a Comprehensive Tree Policy For The City of Santa Fe) and 2009-129 (A Resolution Recognizing and Celebrating Arbor Day, Each Year, as the Last Friday in April; and Directing Staff to Take the Necessary Steps To Qualify The City of Santa Fe as a Member of The National Arbor Day Foundation's Tree City USA (TCUSA) Program).

Performance and Administrative Implications:
As TreeSmart Santa Fe programming will be created from existing work plans and departmental master plans, the work is within current staff responsibilities and purview. There will be a need for increased collaboration between departments and external partners.

Fiscal Implications:
The Parks Division plans to hire a contractor(s) to initially coordinate TreeSmart programming and stakeholder integration which would include GIS data collections. All other staff work is within current purview.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 21	FYE 22	FYE 23	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$ 40,000	$ 40,000	N .	NR/R	GF/SW fee	
Operating	$	$	$				$
Total:	$	$ 40,000	$ 40,000				$ 80,000

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

The estimate for the contractor(s) to manage and integrate the TreeSmart Santa Fe initiative (including GIS data collection for citywide use) is $80,000 over the next three years. Other staff time is within current staff responsibilities and purview.

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$ 20,000	$ 20,000	NR	2554150
Special Revenue	$	$ 20,000	$ 20,000	R	2310411 / 2554150
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

The initiative is designed to start with modest expenditures for contractual services that will streamline existing efforts to achieve better long-term outcomes that meet City goals.

ACTION SHEET
ITEM FROM QUALITY OF LIFE COMMITTEE MEETING OF 03/17/2021
FOR CITY COUNCIL MEETING OF 03/31/2021

ISSUE:

CONSIDERATION OF RESOLUTION NO. 2021-__: A Resolution Supporting the Creation and Management of TreeSmart Santa Fe, a Comprehensive Tree Canopy Project in the City of Santa Fe. (Councilor Romero-Wirth and Councilor Cassutt-Sanchez) (Melissa McDonald, Acting Parks Division Director: mamcdonald@santafenm.gov, 955-6840)

Committee Review:
Quality of Life Committee: 3/17/21
Finance Committee: 3/22/21
Governing Body: 3/31/21

QUALITY OF LIFE COMMITTEE ACTION: Approved on consent agenda. Councilors Villarreal and Rivera wish to sign on as co-sponsors.

SPECIAL CONDITIONS OR AMENDMENTS:

SEND TO:
Finance Committee; Governing Body

VOTE	FOR	AGAINST	ABSTAIN
CHAIRPERSON ROMERO-WIRTH	X		
COUNCILOR VILLARREAL	X		
COUNCILOR RIVERA	X		
COUNCILOR GARCIA	X		
COUNCILOR CASSUTT-SANCHEZ	X		

City of Santa Fe, New Mexico
Memorandum

DATE: March 8, 2021

TO: Quality of Life Committee
Finance Committee
Governing Body

VIA: Kyra Ochoa, Community Services Department Director Kyra Ochoa
Gino Rinaldi, Division of Senior Services Director

FROM: Anya Alarid, Senior Services Program Manager

ITEM AND ISSUE:
Request for the Approval of an Amendment to Contract Item#20-0396 in the Total Amount of $57,579 for the Senior Volunteer Programs; State of New Mexico Aging and Long Term Services Department ; Gino Rinaldi, Division of Senior Services Director, earinaldi@santafenm.gov, 505-955-4710.

BACKGROUND AND SUMMARY:

In February 2021, the New Mexico Aging and Long-Term Services Department and Senior Services Bureau reviewed the budgetary status of state fund allocations of all programs as they relate to fiscal year 2021. Based off the first two-quarter expenditures and expenditure projections the contract has been reduced by $57,579 and will be distributed as follows; a budget decrease of $13,519 for the Foster Grandparent Program, $35,597 for the Senior Companion Program, and $8,463 to the Retired Senior Volunteer Program.

Due to the Covid-19 pandemic, the Senior Volunteer Programs have not been able to operate in a fully functional manner. In normal circumstances, a portion of the state funding would have been expended after the first two quarters for mileage reimbursement, AARP driver safety courses, volunteer uniforms, etc. We will continue to strive to adjust and modify our programs during these unprecedented times and resume normal volunteer services once it is safe to do so.

CONTRACT NUMBER:
The FY21 Munis contract number is 3201926

FUNDING SOURCE:

The funding source is:
Fund Name/Number: SENCITZGRT/Fund 241
Munis Org Name/Number: Senior Volunteer Programs/2410116

ACTION REQUESTED:
Department Name respectfully requests your review and approval.

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
INTERGOVERNMENTAL AGREEMENT **#21-624-4000-0024**
AMENDMENT No. 01

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as the "Department," and **City of Santa Fe**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Department and collectively as the "Parties."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Section 2, Compensation, is hereby amended to read as follows:

2. Compensation.

A. The Procuring Agency shall pay to the Contractor per Attachment 2, Budget a **decrease** of **($13,519.00) for Foster Grandparent Program (FGP), a decrease of ($35,597.00) for the Senior Companion Program, and a decrease of ($8,463.00) for RSVP. No changes to the Scope of Work.** A total **decrease** in compensation for FY21 of **($57,579.00)** including GRT and expenses. The total contract compensation including this amendment will not exceed $246,421.00.

All other articles to remain the same.

EXECUTED AND AGREED TO by signatures below.

By: _____ Date: _____
Katrina Hotrum-Lopez, Cabinet Secretary
Aging and Long-Term Services Department

By: _____ Date: _____
Sarah Jacobs, Chief Legal Counsel – Certifying legal sufficiency

By: _____ Date: _____
Valerie Garcia, Chief Financial Officer
Aging & Long-Term Services Department

By: _____ Date: _____
Mayor, Alan M. Webber

By: _____ Date: _____
Kristine Bustos-Mihelcic, City Clerk

By: Marcos Martinez Date: Mar 10, 2021
Marcos Martinez (Mar 10, 2021 08:13 MST)
Marcos Martinez, Senior Assistant City Attorney

By: _____ Date: _____
Mary McCoy, Finance Director

Attachment 2
BUDGET
Contract # 21-624-4000-0024-01
CITY OF SANTA FE
Volunteer Programs

The Contractor shall provide the Services identified below as required by the Department based on the assessed need of the community and individuals receiving Services under this Contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Services.

The contract amendment is to amend funding for FY21 as follows:

PROGRAM	**AMOUNT**
Foster Grandparent Program	$72,120.00
Senior Companion Program	$125,864.00
RSVP	$48,437.00

The total amount payable under this Contract shall not exceed $246,421.00.

Services will be provided to ALTSD-approved participants every month of the contract year in Santa Fe County.

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # **3201926**

Contractor: **State of New Mexico- Aging and Long Term Services Department**

Description: **Administer the Senior Volunteer Programs- Foster Grandparent Program, Senior Companion Program, and the Retired Senior Volunteer Program**

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: **07/01/20** Term End Date: **06/30/21**

☐ Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - **Please Elaborate** (option: attach spreadsheet if multiple amendments)

The City of Santa Fe, Division of Senior Services has been receiving grant funds from the State of New Mexico over 20+ years to administer the Senior Volunteer Programs. This will be an amendment to the original contract with a decrease of $57,579.

3. **Procurement History:** _____

Fran Dawaway (Mar 12, 2021 07:55 MST) Mar 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: 13-1-98 A. state agency to local public body (entity to entity)

4. **Funding Source:** **State of New Mexico** **Org / Object:** **2410116/490240**

Alexis Lotero (Mar 10, 2021 18:07 MST) Mar 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: **Anya Alarid** Phone # **505-955-4744**

Email: **aalarid@santafenm.gov**

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: State of New Mexico Aging and Long Term Services Department

Procurement Title: Amendment to Senior Services Intergovernmental Agreement

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☑

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☑

Department Requesting Community/Senior Services Staff Name Anya Alarid

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☑	☐	Approved Procurement Checklist (by Purchasing)
☑	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☑	State Price Agreement
☐	☑	RFP
☐	☑	Evaluation Committee Report
☐	☑	ITB
☐	☑	Bib Tab
☐	☑	Quotes (3 valid current quotes)
☐	☑	Cooperative Agreement
☐	☑	Sole Source Request and Determination Form
☐	☑	Contractors Exempt Letter
☐	☑	Purchasing Officers approval for exempt procurement
☐	☑	BAR
☐	☑	FIR
☑	☐	Executed Contract, Agreement or Amendment
☐	☑	Current Business Registration and CRS numbers on contract or agreement
☐	☑	Summary of Contracts and Agreements form
☐	☑	Certificate of Insurance
☐	☑	All documentation presented to Committees
☐	☑	Other:

Anya Alarid — Program Manager — 03/08/21

Department Rep Printed Name (attesting that all information included) — Title — Date

Fran Dunaway (Mar 12, 2021 07:55 MST)

Purchasing Officer (attesting that all information is reviewed) — Title — Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.

Amendment to Volunteer Program State Contract

Final Audit Report 2021-03-10

Created:	2021-03-10
By:	Anya Alarid (aalarid@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAArat2w57-rCsVkUpEfqyku4qVwA4KItSh

"Amendment to Volunteer Program State Contract" History

Document created by Anya Alarid (aalarid@ci.santa-fe.nm.us)
2021-03-10 - 8:16:49 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@ci.santa-fe.nm.us) for signature
2021-03-10 - 8:17:31 PM GMT

Email viewed by Kyra Ochoa (krochoa@ci.santa-fe.nm.us)
2021-03-10 - 8:29:41 PM GMT- IP address: 104.47.65.254

Document e-signed by Kyra Ochoa (krochoa@ci.santa-fe.nm.us)
Signature Date: 2021-03-10 - 8:30:03 PM GMT - Time Source: server- IP address: 97.88.230.12

Agreement completed.
2021-03-10 - 8:30:03 PM GMT

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GB SENIORS VOLUNTEER PROGRAM GRANT

Final Audit Report 2021-03-12

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmTVL3AJJg1NhCXeHYwvB4g5TGgUcEE2z

"GB SENIORS VOLUNTEER PROGRAM GRANT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
2021-03-10 - 9:43:10 PM GMT- IP address: 63.232.20.2

Document emailed to Alexis Lotero (aclotero@santafenm.gov) for signature
2021-03-10 - 9:45:23 PM GMT

Email viewed by Alexis Lotero (aclotero@santafenm.gov)
2021-03-11 - 1:04:23 AM GMT- IP address: 104.47.64.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:07:18 AM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Fran Dunaway (fadunaway@santafenm.gov) for signature
2021-03-11 - 1:07:19 AM GMT

Email viewed by Fran Dunaway (fadunaway@santafenm.gov)
2021-03-12 - 2:52:40 PM GMT- IP address: 104.47.65.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 2:55:12 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-12 - 2:55:12 PM GMT

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City of Santa Fe, New Mexico
Memorandum

DATE: **February 18, 2021**

TO: **Alan Webber, Mayor and City Council**
Quality of Life Committee and Finance Committee

VIA: **Mary McCoy, Finance Department Director**
Fran Dunaway, Chief Procurement Officer
Kyra Ochoa, Community Health and Safety Director KO

FROM: **Julie Sanchez, Youth and Family Services Division Director** jjs

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ITEM AND ISSUE:
Request for the Approval of Contract Amendment for Professional Service Contract – Change of Scope of Work for YouthWorks; (Julie Sanchez, jjsanchez@santafenm.gov and 505-570-7355)

BACKGROUND AND SUMMARY:
The Children and Youth Commission is one of the City of Santa Fe's oldest standing committees, which was formed by Resolution and then Ordinance to serve in an advisory capacity to the City Council concerning policy recommendations related to child development and youth issues. The Commission which was recently merged with the Regional Juvenile Justice Board administers its CYFD funding to agencies looking to impact and prevent youth crime in the Santa Fe region. This year and beyond, we also intend to more directly support the people in agencies who help Santa Feans navigate a complex, sometimes challenging system of care, and to strengthen that system by supporting agencies in tracking and collecting data to show the scope of our community need and our collective impact on the need.

A human error caused the billing amounts to not match what was awarded by CYFD, the scope of service change reflects the billing amounts awarded by CYFD:

a. Serve 34 youth clients
b. Serve 34 youth clients with Intake/Assessment x $65.00 per youth
c. Provide 306 hours of Case Management at $40.00 per hour
d. Provide 136 hours of Family Support x $40.00 per hour
e. Provide 100 Home Visits x $40.00 per visit
f. Provide 34 Discharge Plans x $75.00 per youth

The Commission works cooperatively with the Community Services Department and Youth and Family Services Division staff throughout the year and advises on how to effectively plan, coordinate or support health and human issues in our community. The Commission has completed the process to review and recommend funding for contracting with nonprofit organizations.

PROCUREMENT METHOD:
On March 6, 2020, RFP#20/21/P was issued through the Purchasing Office with an amended receipt date of April 10, 2020.

The Juvenile Justice Subcommittee of the Commission reviewed each request individually based on the following variables: complete proposal packet, program summary; data collection; collaboration, fiscal and organizational stability.

CONTRACT NUMBER:
Munis Contract # 3202277

FUNDING SOURCE:
The funding source is:
Fund Name/Number: Juvenile Justice Fund/Fund 223
Munis Org Name/Number: Juvenile Justice/2230123
Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:
The Community Services Department and Youth and Family Services Division respectfully requests your review and approval.

Signature: Julie Sanchez (Feb 18, 2021 15:47 MST)

Email: jjsanchez@santafenm.gov

Memo YouthWorks JJ Amendment 1

Final Audit Report 2021-02-18

Created:	2021-02-18
By:	Michelle Gurule (magurule@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnhgLEKE_7CFII6aISGJhoXYeeZjE4Xac

"Memo YouthWorks JJ Amendment 1" History

Document created by Michelle Gurule (magurule@ci.santa-fe.nm.us)
2021-02-18 - 10:03:38 PM GMT- IP address: 63.232.20.2

Document emailed to Julie Sanchez (jjsanchez@santafenm.gov) for signature
2021-02-18 - 10:04:09 PM GMT

Email viewed by Julie Sanchez (jjsanchez@santafenm.gov)
2021-02-18 - 10:47:22 PM GMT- IP address: 104.47.65.254

Document e-signed by Julie Sanchez (jjsanchez@santafenm.gov)
Signature Date: 2021-02-18 - 10:47:55 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-02-18 - 10:47:55 PM GMT

CITY OF SANTA FE
AMENDMENT No. 1 TO
PROFESSIONAL SERVICES AGREEMENT
 # 20-0556

AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated October 28, 2020 (the "Agreement"), between the City of Santa Fe (the "City") and **YOUTHWORKS** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide the following: For each fiscal year, YouthWorks will provide Intensive Community Monitoring services to high-risk youth up to age 21.

B. Pursuant to Article 14 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF WORK

Article 1, Subparagraph A, paragraph 1 of the Agreement is amended to reflect an adjusted rate increase. Article 1, Subparagraph A, paragraph 1 reads in it's entirety as follows:

The Contractor shall perform the following work:

1) Provide CYFD outlined services in Intensive Community Monitoring:

a. Serve 34 youth clients
b. Serve 34 youth clients with Intake/Assessment x $65.00 per youth
c. Provide 306 hours of Case Management at $40.00 per hour
d. Provide 136 hours of Family Support x $40.00 per hour

e. Provide 100 Home Visits x $40.00 per visit
f. Provide 34 Discharge Plans x $75.00 per youth

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN M. WEBBER, MAYOR

Date:_____

CONTRACTOR:
YouthWorks

Melyssa Schuyler Exec. Director
NAME & TITLE

Date: 02/02/2021

ATTEST:

_____
KRISTINE BUSTOS MIHELCIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
MARY T. MCCOY, FINANCE DIRECTOR

2230123.510340 AL
MUNIS ORG/OBJ AL

Item#20-0556

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **YOUTHWORKS**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

Program Categories	CYFD Priority Area
☐ Strengthening Families	Delinquency Prevention
☒ Intensive Community Monitoring	Alternatives to Detention
☐ Gender Specific ☐ Girls ☐ Boys	Gender Specific Services

A. The Contractor shall perform the following work:

1) Provide CYFD outlined services in Intensive Community Monitoring:

a. Serve 40 youth clients

b. Provide 40 youth clients with Intake/Assessment x $55.25 per youth

c. Provide 306 hours of Case Management x $40.00 per hour

d. Provide 136 hours of Family Support x $40.00 per hour

e. Provide 100 visits of Home Visit x $40.00 per hour

f. Provide 40 Discharge Plans x $63.75 per youth

2) Possible bi-monthly presentation to the Regional Juvenile Justice Board on the progress of the program.

3) Ensure as appropriate, that providers serving underserved communities e.g. American Indian/Alaska Native, Hispanic, and African American including

serving low to very low-income households are trained on racial equity, inclusion and responsiveness.

B. *Performance Measures.*

1) Contractor shall substantially perform the following based on Intensive Community Monitoring:

a. Decrease of five percent (5%) in negative criminal behavior;
b. Increase of five percent (5%) in grades, attendance and overall behavior in school
c. or educational setting;
d. Decreased number of contacts made with each client;
e. Number of clients who successfully complete the program requirements; and
f. Reduced recidivism six (6) months after exiting the program

C. *Deliverables:*

1) Monthly program invoices due by the 10th of each month

2) Completed CYFD Data Collection Log which includes:

a. Individualized Client ID

b. Activity Log

c. Youth Registry

d. Other Program Specific Measurements as outlined by CYFD

3) The receipt of the deliverables contemplated under this Agreement shall assist the City and Santa Fe Regional Juvenile Justice Board in obtaining its goal(s) as set forth in its Strategic Plan and program outputs.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY21, up to a total of twenty-six thousand four hundred forty four dollars ($26,440.00).

B. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY22, up to a total of twenty six thousand four hundred forty four dollars ($26,440).

C. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY23, up to a total of twenty six thousand four hundred forty four dollars ($26,440).

D. The City shall pay to the Contractor in full payment for services satisfactorily performed pursuant to the Scope of Work in FY24, up to a total of twenty six thousand four

hundred forty four dollars ($26,440).

E. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed ($105,760.00).

F. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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 Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. *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 AGREEMENT.*

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the

City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. 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 Agreement. 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.

7. Assignment.

The 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 City.

8. Subcontracting.

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

9. Non-Collusion.

In signing this Agreement, the Vendor/Contractor certifies the Vendor/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.

10. Release.

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

11. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement 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 Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement 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 12 were erroneous on the effective date of this Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment.

A. This Agreement 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 Agreement 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 Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Merger.

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

16. Penalties for violation of law.

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

17. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, 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 Agreement.

19. 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 Agreement may be terminated by the City.

20. Professional Liability Insurance. Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than $1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

22. Records and Financial Audit.

The City or city contractor shall have the right, at reasonable times and at a site designated by the City, to audit financial expenditures of City grant funding, documents, files and records of the Contractor to the extent that the finances, documents, files and records related to costs or accuracy of reimbursement for outcome or deliverable. The Contractor shall give full and free access to all records to the City and/or their authorized representative. The Contractor shall maintain detailed records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. If offering Navigation Services, records must indicate that the City is the sole payor per client billed for. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

23. 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 Agreement, 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 Agreement. In the event

that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

27. Notices.

Any notice required to be given to either party by this Agreement 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: [Julie Sanchez, Program Manager, 500 Market Station Suite 200, jjsanchez@santafenm.gov].

To the Contractor: [Melynn Schuyler, 1000 Cordova Pl., #415, Santa Fe, NM 87505, 505-989-1855, melynn@santafeyouthworks.org].

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

29. Site Visits.

At any time during the contract period the director or designee of the COMMUNITY SERVICES DEPARTMENT may perform a site visit to contracted sites to review programming and meet with participants. Members of the oversight body will be informed and invited to participate, this may include community partners and program co-funders.

30. **Reporting.**

Grantees shall submit reports on the programmatic accomplishments made toward the goals of the grant agreement. Quarterly reports are due to the YOUTH AND FAMILY SERVICES DIVISION or COMMUNITY SERVICES DEPARTMENT Program Manager no later than the 10th of the month. Reports shall include the following:

A. Total Amount of funds received via the program invoice, amount of funds received that were expended for program via the program invoice; CYFD required activity log, youth registry and program specific measures; a weekly update report to Santa Fe Probation and Parole may also be required. Although not mandatory agencies or representatives may be required to attend the bi-monthly, RJJB meetings to report on program progress. Other reporting may be required as requested by DIVISION, DEPARTMENT or the BOARD.

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

CITY OF SANTA FE:

ALAN M. WEBBER
MAYOR

DATE: Nov 5, 2020

CONTRACTOR:
YOUTHWORKS

NAME:
TITLE: Executive Director

DATE: 09/18/2020

CRS# 02-471161-00-6
REGISTRATION# City lic. # 222597

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 10/28/2020

CITY ATTORNEY'S OFFICE: GC

Marcos Martinez
Marcos Martinez (Sep 16, 2020 15:09 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MARY T. MCCOY, FINANCE DIRECTOR
2230123.510340
Business Unit Line Item AL

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Youth Works

Procurement Title: RFP20/21/P

Procurement Method: State Price Agreement ☐ *Cooperative* ☐ *Sole Source* ☐ *Other* ☐ _____

Exempt ☐ *Request For Proposal (*RFP) ☒ *Invitation To Bid (ITB)* ☐ *Contract under 60K* ☐ *Contract over 60K* ☐

Department Requesting Community Services Staff Name George Carrasco

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
☒	☐	Approved Procurement Checklist (by Purchasing)
☒	☐	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
☐	☒	State Price Agreement
☐	☐	RFP
☒	☐	Evaluation Committee Report
☐	☒	ITB
☐	☒	Bib Tab
☐	☒	Quotes (3 valid current quotes)
☐	☒	Cooperative Agreement
☐	☒	Sole Source Request and Determination Form
☐	☒	Contractors Exempt Letter
☐	☒	Purchasing Officers approval for exempt procurement
☐	☒	BAR
☐	☒	FIR
☒	☐	Executed Contract, Agreement or Amendment
☒	☐	Current Business Registration and CRS numbers on contract or agreement
☒	☐	Summary of Contracts and Agreements form
☒	☐	Certificate of Insurance
☒	☐	All documentation presented to Committees
☐	☐	Other: _____

George Carrasco | Project Administrator | 2/18/21

Department Rep Printed Name (attesting that all information included) | Title | Date

Fran Dunaway

Fran Dunaway (Mar 12, 2021 08:05 MST)

Purchasing Officer (attesting that all information is reviewed) | Title | Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

*

City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202277

Contractor: Youth Works

Description: Intensive Community Monitoring youth who are at risk of juvenile offenses.

Contract ☐ Agreement ☐ Lease / Rent ☐ Amendment ☉

Term Start Date: July 1, 2020 Term End Date: June 30, 2024

☑ Approved by Council Date: October 28, 2020

Contract / Lease:

Amendment # 1 to the Original Contract / Lease # 20-0556

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for: Change of rates for services

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: RFP 20/21/P

Fran Dalaway (Mar 12, 2021 08:05 MST) Mar 12, 2021

Purchasing Officer Review: Date:

Comment & Exceptions: Amendment 1 to existing RFP 20/21/P EXP 6/30/2024

4. Funding Source: Juvenile Justice Fund Org / Object: 2230123.510340

Alexis Lotero (Mar 10, 2021 18:57 MST) Mar 10, 2021

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: George Carrasco Phone # 505-231-4317

Email: gccarrasco@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: YOUTH WORKS
DBA: YOUTH WORKS

Business Location: 1504 CERRILLOS RD
SANTA FE, NM 87501

Owner: MELYNN SCHUYLER

License Number: 222597

Issued Date: November 25, 2020

Expiration Date: November 25, 2021

CRS Number: 02-471161-00-6

License Type: Business License - Renewable

Classification: Business Registration - Standard

Fees Paid: $35.00

YOUTH WORKS
1504 CERRILLOS RD
SANTA FE , NM 87505

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

YOUTINC-03 BMARTINEZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (NMX) 518 8th Street Las Vegas, NM 87701	CONTACT NAME: PHONE (A/C, No, Ext): (505) 425-9325 FAX (A/C, No): (866) 538-1594 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Selective
INSURED Youthworks, Inc. 1000 Cordova Place #415 Santa Fe, NM 87505	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S2305636	7/2/2020	7/2/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			S2305636	7/2/2020	7/2/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE			S2305636	7/2/2020	7/2/2021	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Commercial Property			S2305636	7/2/2020	7/2/2021		
A	Professional Liab.			S2305636	7/2/2020	7/2/2021		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured as respects: YouthWorks Summer Meals Program 6/1/2020 - 8/15/2020

CERTIFICATE HOLDER

City of Santa Fe
PO Box 909
Santa Fe, NM 87504-0909

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Signature: Kyra Ochoa
Kyra Ochoa (Mar 3, 2021 14:58 MST)

Email: krochoa@santafenm.gov

GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT

Final Audit Report 2021-03-03

Created:	2021-03-03
By:	Victor Vigil (vjvigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhz_jBGI3FKVPggJ8LpcNUdx5Rp537j5S

"GB COMMUNITY HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT" History

Document created by Victor Vigil (vjvigil@ci.santa-fe.nm.us)
2021-03-03 - 9:43:09 PM GMT- IP address: 63.232.20.2

Document emailed to Kyra Ochoa (krochoa@santafenm.gov) for signature
2021-03-03 - 9:44:05 PM GMT

Email viewed by Kyra Ochoa (krochoa@santafenm.gov)
2021-03-03 - 9:58:15 PM GMT- IP address: 104.47.65.254

Document e-signed by Kyra Ochoa (krochoa@santafenm.gov)
Signature Date: 2021-03-03 - 9:58:42 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-03 - 9:58:42 PM GMT

GB COMM HEALTH AND SAFETY YOUTHWORKS AT RISK JUVENILE AMENDMENT

Final Audit Report 2021-03-12

Created:	2021-03-10
By:	Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUZRGXMPK6TEhK5tIZx-6IZ3uhHfp8jjK

"GB COMM HEALTH AND SAFETY YOUTHWORKS AT RISK J UVENILE AMENDMENT" History

Document created by Jimmy Tapia (jptapia@ci.santa-fe.nm.us)
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2021-03-10 - 3:19:47 PM GMT

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2021-03-11 - 1:53:10 AM GMT- IP address: 104.47.65.254

Document e-signed by Alexis Lotero (aclotero@santafenm.gov)
Signature Date: 2021-03-11 - 1:57:47 AM GMT - Time Source: server- IP address: 63.232.20.2

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2021-03-11 - 4:51:43 PM GMT- IP address: 104.47.64.254

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2021-03-12 - 2:58:42 PM GMT- IP address: 104.47.64.254

Document e-signed by Fran Dunaway (fadunaway@santafenm.gov)
Signature Date: 2021-03-12 - 3:05:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2021-03-12 - 3:05:58 PM GMT