City of Santa Fe

AGENDA

REGULAR MEETING OF
THE FINANCE COMMITTEE
SEPTEMBER 23, 2024
5:00 PM
COUNCIL CHAMBERS
CITY HALL
200 LINCOLN AVENUE

PROCEDURES FOR FINANCE COMMITTEE MEETING

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.

Written Public Comment: Members of the public may submit written comments on legislation by clicking on the comment bubble to the right of the meeting on the public portal at https://santafe.primegov.com/public/portal three hours prior to the start of the meeting.

The agenda and packet 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. **ACTION ITEMS: CONSENT**

    a. Request for Approval of the September 09, 2024 Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

    b. Request for Approval of a General Services Contract with Serrano

Trucking, Inc. for On-Call Sludge Hauling Services in the Total Amount of $2,000,000 for a Term of Four Years. (P. Fred Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $500,000 from the Wastewater Management Enterprise Fund to Fund the Current Fiscal Year.

Committee Review
Public Works and Utilities Committee: 09/16/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

c. Request for Approval of a General Services Contract with GM Emulsion for On-Call Sludge Hauling Services in the Total Amount of $2,000,000 for a Term of Four Years. (P. Fred Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $500,000 from the Wastewater Management Enterprise Fund to Fund the Current Fiscal Year.

Committee Review:
Public Works and Utilities Committee: 09/16/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

d. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $89,377 to Allocate Funding for a Term Contract Administrator Position Within the Office of Economic Development with Funding Allocated through the ARPA Grant for Small Business Support with a Term Ending December 2026. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov)

Committee Review:
Quality of Life Committee: 09/18/2024
Finance Committee: 09/23/2024

Governing Body: 09/25/2024

e. Request for Approval of Ratification of the State of New Mexico Crime Victims Reparation Commission (CVRC) STOP Violence Against Women Act Formula Grant Agreement to Fund a Full-time Term Position to Respond to Domestic Violence in the Total Amount of $63,938 with a Required Match of $21,313 from the City of Santa Fe. (Julie Sanchez, Youth and Family Services Division Director; jjsanchez@santafenm.gov; Paul Joye, Chief of Police; pmjoye@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate $63,938 from the 2024 CVRC Grant Agreement to FY25 Revenue and Expenses for the Domestic Violence Response Team.

Committee Review:
Quality of Life Committee: 09/18/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

f. Request for Approval of a Subrecipient Grant Agreement with the New Mexico Department of Finance Authority's Local Government Division in the Amount of $2,000,000 for Affordable Housing Grants and Services for the Country Club Apartments with a Performance Period Ending June 30, 2026. (Florence Frank, Workforce Housing Advisor; fhfrank@santafenm.gov, Johanna Nelson, Interim Housing Director; jcnelson@santafenm.gov, Julie Sanchez, Division Director, Youth and Family Services; jjsanchez@santafenm.gov).

1. Request for Approval of a Budget Amendment Resolution (BAR) to Budget Revenue in the Amount of $2,000,000 from New Mexico Department of Finance Authority's Local Government Division for Affordable Housing Grants and Services for the Country Club Apartments.

Committee Review:
Quality of Life Committee: 09/18/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

g. Request for Approval of a General Service Agreement with Carahsoft Technology Corp. for Budget Software in the Total Amount of $650,940.99 through August 21, 2028. (Emily K. Oster, Finance Director; ekoster@santafenm.gov).

Committee Review:
Quality of Life Committee: 09/18/2024
Finance Committee:09/23/2024
Governing Body: 09/25/2024

h. Request for Approval of the Auction Disposal List for the New Mexico Annual Statewide Auction on October 19, 2024, and to Delegate the Assistant Director of Finance or their Designee as the Title-Signing Authority. (Raymond "Scott" Gunter, Procurement Manager; rsgunter@santafenm.gov : David M. Jaramillo, Fleet Manager; dmjaramillo@santafenm.gov)

Committee Review:
Quality of Life Committee: 09/18/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

i. Request for Approval of a Professional Services Contract with ITConnect for Program Management, Utility Billing Modernization and Business Process Support in the Total Amount of $4,390,681.50 for a Term of Two Years. (Nancy Jimenez, Utility Billing Division Director; nljimenez@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/16/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

j. Request for Approval of Restated and Extended Memorandum of Agreement with Santa Fe County to Transfer the Santa Fe Film Office to the City of Santa Fe. (Randy Randall, Interim Community Development Director; rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 09/18/2024

Finance Committee: 09/23/2024
Governing Body: 09/25/2024

k. Request for Approval of a General Services Contract with Advanced Utility Systems for Implementation and Support for the Customer Information System (CIS) v.4 and Customer Engagement Portal for Utility Billing in the Total Amount of $3,493,560 Excluding NMGRT for a Term of Five Years. (John Dupuis, Public Utilities Department Director; jedupis@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/16/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

l. Request for the Approval of Amendment No. 1 to Item #22-0360 with Lou Hammond Group to Increase the Compensation by $15,000 for a New Total Amount of $545,000 for Public Relations Services for Tourism Santa Fe. (Randy Randall, Interim Economic Development Director; rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 09/18/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

m. Request for Approval of a General Services Agreement with LL&D Inc. dba Respond NM. for Armored Vehicle Services in the Total Amount of $795,000 Including NMGRT, for a Term of 10 Years. (Emily K. Oster, Finance Director; ekoster@santafenm.gov : Travis Dutton-Leyda, Chief Procurement Officer; tduttonleyda@santafenm.gov)

Committee Review:
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

n. Request for Approval of Fiscal Agent Banking Services Agreement with Wells Fargo Bank, N.A. in the Amount of $1,000,000 for Fiscal Year 2025. (Travis Dutton-Leyda, Chief Procurement Officer;

tkduttonleyda@santafenm.gov : Clarence Romero, Treasury Officer; clromero@santafenm.gov)

Committee Review:
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

o. Request for Approval of Amendment No. 2 to Item #23-0635 with Brownstein Hyatt Farber Schreck, LLC to Increase the Not to Exceed Amount by $70,000 for a New Total of $292,106.25 Including NMGRT for Legal Services. (Pat Feghali, Assistant City Attorney, pfeghali@santafenm.gov)

Committee Review:
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

p. CONSIDERATION OF RESOLUTION 2024-____. (Councilor Carol Romero-Wirth, Councilor Alma Castro, and Councilor Amanda Chavez)
A Resolution Directing the City Manager to Investigate the Feasibility of Relocating the Soldiers' Monument to the Santa Fe National Cemetery and Recognizing the Distinct Purposes of the Plaza and the Monument. (Erin K. McSherry, City Attorney; ekmcshery@santafenm.gov)

Committee Review:
Governing Body (Introduction): 08/14/2024
~~Public Works and Utilities Committee – 08/19/2024~~ – SCHEDULE CHANGED PURSUANT TO GOVERNING BODY PROCEDURAL RULE IV (A) (4)
~~Finance Committee – 08/26/2024~~ – SCHEDULE CHANGED PURSUANT TO GOVERNING BODY PROCEDURAL RULE IV (A) (4)
~~Historic Districts Review Board: 08/27/2024~~ (MEETING CANCELLED)
~~Veterans Advisory Board: 08/20/2024~~ (MEETING CANCELLED FOR A LACK OF QUORUM)
Arts Commission: 09/09/2024
Veterans Advisory Board: 09/10/2024
Public Works and Utilities Committee: 09/16/2024
Quality of Life Committee: 09/18/2024 (AMENDMENT A- APPROVED)

Finance Committee: 09/23/2024
Historic Districts Review Board: 09/24/2024 (GOVERNING BODY APPROVED SCHEDULE CHANGE PURSUANT TO GOVERNING BODY PROCEDURAL RULE IV(C)(3)(a))
Governing Body: 09/25/2024

q. CONSIDERATION OF BILL 2024-4. ADOPTION OF ORDINANCE NO. 2024-____. (Councilor Signe Lindell and Mayor Alan Webber).
A Bill Relating to Marty Sanchez Links de Santa Fe; Amending Sections 23-7.3 and 23-7.4 of SFCC 1987 to Update Golf Rates. (Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/28/2024
Governing Body (Public Comment): 09/11/2024
Quality of Life Committee: 09/18/2024
Finance Committee: 09/23/2024
Governing Body (Public Hearing): 10/09/2024

r. CONSIDERATION OF RESOLUTION 2024-____. (Councilor Amanda Chavez)
A Resolution Accepting a Grant from the Local Government Road Fund Program Administered by New Mexico Department of Transportation and Entering into Cooperative Agreement Control Number L500577. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov).

Committee Review:
Governing Body (Introduced): 09/11/2024
Public Works and Utilities Committee: 09/16/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

6. **MATTERS FROM STAFF**

7. **MATTERS FROM THE COMMITTEE**

8. **MATTERS FROM THE CHAIR**

9. **NEXT MEETING: Monday, October 7, 2024**

10. **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

MINUTES

REGULAR MEETING OF
THE FINANCE COMMITTEE
SEPTEMBER 09, 2024
5:00 PM
COUNCIL CHAMBERS
CITY HALL
200 LINCOLN AVENUE

PROCEDURES FOR FINANCE COMMITTEE MEETING

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1. **CALL TO ORDER**

2. **ROLL CALL**

Members Present:
Chair Carol Romero-Wirth
Councilor Signe Lindell
Councilor Jamie Cassutt
Councilor Pilar Faulkner

Members Excused:
Councilor Lee Garcia

Others Attending:
Emily Oster, Finance Director

3. **APPROVAL OF AGENDA**

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the Agenda as amended. Item k was removed by staff from the Finance Committee Agenda on 09/09/2024 and also for the Governing Body Agenda on 09/11/2024.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

4. **APPROVAL OF CONSENT AGENDA**

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the Consent Agenda as amended. Item b was pulled for Discussion.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

5. **PRESENTATION**

a. Finance Staff Recognition (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

6. **ACTION ITEMS: CONSENT**

a. Request for Approval of August 26, 2024 Finance Committee Meeting Minutes. (Emily K. Oster, Finance Director; ekoster@santafenm.gov)

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the minutes as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

b. Request for Approval of American Recue Plan Act (ARPA) Recovery Funds Subrecipient Contract with Santa Fe Community College for the Hire of a Workforce Program Coordinator to Promote and Support the Santa Fe Community College's Trades and Certifications Programming in the Total Amount of $250,000 through December 31, 2026. (Elisa Portillo, Economic Development Specialist; emportillo@santafenm.gov)

Committee Review:
Economic Development Advisory Committee: 09/04/2024
Quality of Life Committee: 09/04/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Faulkner moved, seconded by Councilor Cassutt, to approve the contract as presented on Discussion.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $1,166,127 from the Cash Balance of the Water Management Fund to Fund the Filter Replacement Contract with Roberts Water Technology. (Jonathan Montoya, Source of Supply Facilities

Manager; jmmontoya@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/03/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the budget amendment resolution (BAR) as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

d. Request for Approval of a Budget Amendment Resolution (BAR) in the Amount of $540,938 from the Cash Balance of the Water Management Fund to Fund FY25 City-Wide Construction for the Water Utility. (Bill Huey, Engineer; bchuey@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/03/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the budget amendment resolution (BAR) as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

e. Request for Approval to Purchase Six Snow Plowing Trucks from Roberts Truck Center in the Amount of $1,794,268.20 Excluding NMGRT for the Complete Streets Division. (Regina Wheeler, Public Works Department Director; rawheeler@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/03/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the purchase as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

f. Request for Approval to Purchase a Patching Truck from Pete's Equipment Repair Inc. for $288,662 Excluding NMGRT for Complete Streets Division. (Regina Wheeler, Public Works Department Director; rawheeler@santafenm.gov)

Committee Review:
Public Works and Utilities Committee: 09/03/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the purchase as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

g. Request for Approval of a Budget Amendment Resolution (BAR) to Re-Appropriate the Remaining Affordable Housing Trust Fund Budget in the Amount of $1,944,692 into the FY25 Budget. (Johanna Nelson, Office of Economic Development Director; jcnelson@santafenm.gov)

Committee Review:
Public Works & Utilities Committee: 09/03/2024
Quality of Life Committee: 09/04/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the budget amendment resolution (BAR) as presented.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

h. Request For Approval of a General Services Contract with Polydyne Inc. for the Purchase of Cationic Polymers for Conditioning and Dewatering Sewage Sludge Prior to Disposal for a Total Amount of $1,400,000 through June 30, 2028. (P. Fred Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $350,000 from the Wastewater Management Enterprise Fund to Fund the Contract for Polydyne Inc.

Committee Review
Public Works and Utilities Committee: 09/03/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the contract as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

i. Request for Approval of Amendment No. 1 to the Professional Services Agreement Item #23-0158 with Carollo Engineers, Inc. to Add Scope to the Paseo Real Master Plan to Evaluate Construction of a New Treatment Facility, Increase Compensation by $73,550 for a New Total Amount of $372,370.13 and Extend the Termination Date of the Contract to June 30, 2025. (P. Fred Heerbrandt, P.E., Engineer Supervisor; pfheerbrandt@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of $73,550 from the Wastewater Management Enterprise Fund to Fund the Contract with Carollo Engineers, Inc.

Committee Review:
Public Works and Utilities Committee: 09/03/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner,

to approve the contract as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

j. Request for Approval of Professional Services Agreement with Lee Engineering to Provide On-Call General Engineering Services in an Amount Not to Exceed $5,409,375 Including NMGRT for Four Years. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Committee Review:
Public Works & Utilities Comment: 09/03/24
Finance Committee: 09/09/24
Governing Body: 09/11/24

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the contract as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

k. Request for Approval of Restated and Extended Memorandum of Agreement with Santa Fe County to Transfer the Santa Fe Film Office to the City of Santa Fe. (Randy Randall, Interim Community Development Director; rrandall@santafenm.gov)

Committee Review:
Quality of Life Committee: 09/18/2024
Finance Committee: 09/23/2024
Governing Body: 09/25/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the memorandum of agreement (MOA) as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

I. CONSIDERATION OF RESOLUTION 2024-____. (Councilor Carol Romero-Wirth)
A Resolution Authorizing Submission of an Application to the New Mexico Finance Authority for Financial Assistance and Project Approval for Upgrades to the Canyon Road Water Treatment Plant. (Clinton Peterson, Engineer, Public Utilities; cdpeterson@santafenm.gov)

Committee Review:
Governing Body (Introduced): 08/28/2024
Public Works and Utilities Committee: 09/03/2024
Finance Committee: 09/09/2024
Governing Body: 09/11/2024

MOTION: Councilor Cassutt moved, seconded by Councilor Faulkner, to approve the resolution as presented on Consent.

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

For: Chair Romero-Wirth, Councilor Lindell, Councilor Cassutt, Councilor Faulkner

Against: None

Abstain: None

7. **ACTION ITEMS: DISCUSSION**

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: Monday, September 23, 2024**

12. **ADJOURN**

Erminia Tapia

Liaison

Chair

THE CITY OF
SANTA FE

MEMORANDUM

DATE: August 29, 2024

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: JOHN DUPUIS, PUBLIC UTILITIES DEPARTMENT DIRECTOR JD
MIKE DOZIER, WWM DIVISION DIRECTOR MD

FROM: P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD FH

ITEM

Request for Approval of a 4-Year On-Call General Services Contract for Sludge Hauling Services with Sorrono Trucking, Inc., with an annual value of $500,000.00 and a total value of $2,000,000.00 over the contracts term.

BACKGROUND

The Wastewater Management (WWM) Division is requesting approval of a contract with Serrono Trucking, Inc. for hauling sewage sludge to one of three local landfills that accept Special Waste.

With the closure of NMED Groundwater Permit DP-135, which allowed land disposal of sewage sludge, the Paseo Real Water Reclamation Facility (PRWRF) must now rely more heavily on the use of landfilling to dispose of sewage sludge. During the process of the DP-135 permit closure and submission and approval of the new PRWRF Disposal Plan, residual sewage sludge built up at the facility. This contract will allow the facility to catch up on disposal activities and maintain disposal activities over the next four years

RECOMMENDED ACTION

PUD, WWM, PRWRF respectfully requests approval of the four-year contract with GM Emulsion LLC in the total amount of $2,000,000.00 and a BAR in the amount of $500,000.00 to fund fiscal year 2025.

PROCUREMENT METHOD:

Invitation to Bid, two bid received, bids determined to be compliant with the bid specifications.

FUNDING SOURCE:

WWMD Enterprise Fund /Fund 500/Cash Balance 500 100700

BAR FUNDS TO:

Org/Obj: 5000361/Service Contracts-510310

Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Aug 29, 2024 12:57 MDT)

Email: pfheerbrandt@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

Signature:
John Dupuis (Aug 29, 2024 14:00 MDT)

Email: jedupuis@santafenm.gov

Item#_____
Munis Contract# _____
ITB #: 24004_____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call Sewage Sludge Hauling Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Serrano Trucking Inc.** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

On-Call Dewatered Sewage Sludge Hauling

Specifications:

Contractor shall provide On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The Contractor will supply the appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with no more than one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 3 above locations to deliver at the time of the order.

The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 wet tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed.

The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.

Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF staff will notify Contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the need for hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The Contractor will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements
Required trips will vary depending on the needs of the facility. Each time the truck is loaded, the driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The driver will also be provided with a completed Special Waste Manifest for the destination landfill. The driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The Contractors' drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department, Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award is issued.

Full Loads Required:
The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full loads. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The contracted biosolids hauler will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:
The Contractor will supply all equipment (truck, tarp, etc.) necessary for hauling of the dewatered sewage sludge to the landfill. Minimum load capacity shall be 10 tons. Contractor is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses
Contractor agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by contractor, contractor will reimburse the City or permit the City to make deduction for taxes or other payments required from any monies owed to contractor. City will pay all tipping fees directly to the relevant disposal site.

Contractor must list the Dispatching Operations Base (DOB) address below throughout the term of the Price Agreement. The DOB is defined as where the trucks will leave and return.

DOB Address: 1 Calle Culebra, Santa Fe, NM 87507

Payment
Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award. Trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to Caja del Rio Landfill, Estancia Valley Regional Landfill, and WM Valencia Regional Landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded contractors (above).

3. **Compensation**

See Exhibit A attached.

The total compensation under this Contract shall not exceed five hundred thousand dollars ($500,000.00) including New Mexico gross receipts tax per year, with a maximum of two million dollars ($2,000,000.00) over the four-year contract term, including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification.
After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month. For purchases funded by state or federal grants to local public bodies [the City], if the local public body [City] has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency.

Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.**

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **ITB 24005,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any 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 Contract, the Contractor agrees to reimburse the City for all costs,

attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and 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. 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.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in

Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
Ron Lujan
73 Paseo Real
Santa Fe, NM87507

To the Contractor:

Raul Serrano
1 Calle Culebra
Santa Fe, NM 87507

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Raul Serrano
1 Calle Culebra
Santa Fe, NM 87507

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER,MAYOR

DATE:_____

CONTRACTOR:
Serrano Trucking Inc.

Raul Serrano (Aug 29, 2024 20:01 MDT)
Raul Serrano

TITLE: President

DATE: Aug 29, 2024

CRS# 03615905000

Registration # 10082

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 30, 2024 07:50 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

Exhibit A

Item	Approx Qty.	UOM	Article and Description	Unit	Comments
1		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Estancia Valley Regional Landfill.		5 hours
2		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Caja del Rio landfill.		2 hours
3		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Waste Management Valencia Regional Landfill.		7 hours
4	1	$/HR.	Hourly rate for sludge Hauling Services including all labor, fuel, licenses, and incidentals.	$200/HR	
5	1	$	Handling fee for direct payment of tip fees	$150	

Location	GM Emulsion	Serrano Trucking
Number of hours necessaiy to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Estancia Valley Regional Landfill	**#____6____Hours**	**#____7____Hours**
		7 hours around trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration the traffic and that a semi-truck takes longer to reach a location than a conventional vehicle.
Number of homs necessaiy to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Caja del Rio landfill.	**#__2_____Hours**	**#_____2___Hours**
		2 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
Number of hours necessaiy to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Waste Management Valencia Regional Landfill.	**#____4____Hours**	**#_____5___Hours**
		5 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.

				GM Emulsion	Serrano Trucking
Item	**Approx. Qty.**	**UOM**	**Article and Description**	**Unit Price**	**Unit Price**
1	1	$/HR.	Hourly rate for sludge Hauling Services including all labor, fuel, licenses, and incidentals.	**$250**	**$200.00**
2	1	$/Tip	Handling fee for direct payment of tip fees	**$500.00**	**$150.00**

From: DUTTON-LEYDA, TRAVIS K.
To: HEERBRANDT, PAUL F.
Cc: Purchasing DET
Subject: RE: On-Call Sludge Hauling ITB
Date: Thursday, January 18, 2024 9:04:27 AM

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes any IT components, send it to ereview@santafenm.gov to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement request for processing.
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.

    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Thursday, January 11, 2024 2:35 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: On-Call Sludge Hauling ITB

I have started entering this in Bid Central also. Here is my Scope of Work for a determination:

Dewatered Sewage Sludge Hauling

Specifications:

The City of Santa Fe's (The City) Wastewater Management Division (WWMD) is seeking bids for On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The awarded Bidder will supply the appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 3 above locations to deliver at the time of the order.
The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 wet tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed. The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.
Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF staff will notify contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the need for hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The awarded bidder will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements
The City expects that no Contractor will need to make no more than two (2) trips per day initially, with an eventual reduction to no more than one (1) trip per day to maintain acceptable storage levels, but the required trips will vary depending on the needs of the facility. Each time the truck is loaded, the driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The driver will also be provided with a completed Special Waste Manifest for the destination landfill. The driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The awarded bidders' drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department, Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award is issued.

Full Loads Required:
The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full loads. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The

contracted biosolids hauler will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:
The awarded bidder will supply all equipment necessary for hauling of the dewatered sewage sludge to the landfill. Minimum load capacity shall be 10 tons. The awarded bidder is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses
Awarded Bidders agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by contractor, contractor will reimburse the City or permit the City to make deduction for taxes or other payments required from any monies owed to contractor. City will pay all tipping fees directly to the relevant disposal site. A valid **Certificate of Liability Insurance** must be submitted to the City before the contract is awarded and must remain current throughout the term of the price agreement. A valid **Truck Insurance Policy** with at least the minimum New Mexico statutory required limits for this type of Hauling must be submitted to the City before the price agreement is awarded. This Truck Insurance Policy must remain active throughout the term of the price agreement. Bidder must list below the Dispatching Operations Base (DOB) address with Bid Submittal. This DOB must remain the same throughout the term of the Price Agreement. The DOB is defined as where the trucks will leave and return.

DOB Address: _____

Payment
Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award. Trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to Caja del Rio Landfill, Estancia Valley Regional Landfill, and WM Valencia Regional Landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded contractors (above).

P. Fred Heerbrandt, P.E.
Engineer Supervisor Wastewater
City of Santa Fe
505-955-4623
pfheerbrandt@santafenm.gov

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

Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: SERRANO TRUCKING, INC
DBA: SERRANO TRUCKING, INC

Business Location: 3512 PLACITA REAL LOOP
Santa Fe, NM 87507

CRS Number: 03-615905-00-0

Owner: RAUL SERRANO JR

License Number: 236080

License Type: Business License - Renewable

Issued Date: December 21, 2023

Classification: Business Registration - Standard

Expiration Date: December 21, 2024

Fees Paid: $35.00

SERRANO TRUCKING, INC
3512 PLACITA REAL LOOP
Santa Fe, NM 87507

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/03/2024

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: Kimberly Herrera	
Insurance del Norte 810 Calle Mejia Suite 105 Santa Fe NM 87501	PHONE (A/C, No, Ext): (505) 820-6726	FAX (A/C, No): (505) 424-0242
	E-MAIL ADDRESS: kherrera@delnorteins.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Financial Casualty Comp	11770
INSURER B : Markel Insurance Company	38970F
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Serrano Trucking Inc
#1 Calle Culebra
Santa Fe NM 87507

COVERAGES **CERTIFICATE NUMBER:** CL249314583 **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		967886122	03/24/2024	03/24/2025	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		967886122	03/24/2024	03/24/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC0167056-05	04/08/2024	04/08/2025	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000

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

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Ave
Santa Fe NM 87501

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities	8/29/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On-Call Sludge Hauling Services	5000361	510310		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
WWMD Enterprise Fund	500,000
TOTAL:	**500,000**

P. Fred Heerbrandt, P.E. — 8/29/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John DeDuis (Sep 4, 2024 09:31 MDT) — Sep 4, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Sep 4, 2024
Budget Officer — Date

Emily K. Oster — Sep 8, 2024
Finance Director *{≤ $5,000}* — Date

John Blair (Sep 4, 2024 15:44 MDT) — Sep 4, 2024
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 # _____

Contractor: Sorrono Trucking, Inc.

Description: Sludge hauling services for disposal of dewatered sludge at one of three landfills.

Contract [⊗] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: at execution Term End Date: 6/30/2028

[☐] 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)

3. **Procurement History:** _____

Purchasing Officer Review: Sep 4, 2024 Date:

Comment & Exceptions: ITB - NMSA 1978, Section 13-1-125

4. **Funding Source:** WWMD Enterprise Fund **Org / Object:** 5000361/510310

Andy Hopkins Sep 4, 2024

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: P. Fred Heerbrandt, P.E. Phone # 505-955-4623

Email: pfheerbrandt@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Serrono Trucking, Inc.

Procurement/contract Title: On-Call Sludge Hauling Services

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☒Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Utilities Staff Name: P. Fred Heerbrandt, P.E.

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☒	☐	**BAR**
☒	☐	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

P. Fred Heerbrandt, P.E.	Engineer Supervisor	08/29/2024
Department Point of Contact	Title	Date
John Duquis (Sep 4, 2024 09:31 MDT)		Sep 4, 2024
Department Director		Date
		Sep 4, 2024
Chief Procurement Officer		Date
ITT Representative	Title	Date

THE CITY OF
SANTA FE

MEMORANDUM

DATE: August 28, 2024

TO: Governing Body
Finance Committee
Public Works/Public Utilities Committee

VIA: JOHN DUPUIS, PUBLIC UTILITIES DEPARTMENT DIRECTOR JD
MIKE DOZIER, WWM DIVISION DIRECTOR MD

FROM: P. Fred Heerbrandt, P.E., Engineer Supervisor, WWMD FH

ITEM

Request for Approval of a 4-Year On-Call General Services Contract for Sludge Hauling Services with GM Emulsion, with an annual value of $500,000.00 and a total value of $2,000,000.00 over the contracts term.

BACKGROUND

The Wastewater Management (WWM) Division is requesting approval of a contract with GM Emulsion LLC for hauling sewage sludge to one of three local landfills that accept Special Waste.

With the closure of NMED Groundwater Permit DP-135, which allowed land disposal of sewage sludge, the Paseo Real Water Reclamation Facility (PRWRF) must now rely more heavily on the use of landfilling to dispose of sewage sludge. During the process of the DP-135 permit closure and submission and approval of the new PRWRF Disposal Plan, residual sewage sludge built up at the facility. This contract will allow the facility to catch up on disposal activities and maintain disposal activities over the next four years

RECOMMENDED ACTION

PUD, WWM, PRWRF respectfully requests approval of the four year contract with GM Emulsion LLC in the total amount of $2,000,000.00 and a BAR in the amount of $500,000.00 to fund fiscal year 2025.

PROCUREMENT METHOD:

Invitation to Bid, two bid received, bid determined to be compliant with the bid specifications.

FUNDING SOURCE:

WWMD Enterprise Fund /Fund 500/Cash Balance 500 100700

BAR FUNDS TO:

Org/Obj: 5000361/Service Contracts-510310

Signature: P. Fred Heerbrandt, P.E.
P. Fred Heerbrandt, P.E. (Aug 29, 2024 08:30 MDT)

Email: pfheerbrandt@santafenm.gov

Signature:

Email: mldozier@santafenm.gov

Signature:
John Dupuis (Aug 29, 2024 09:42 MDT)

Email: jedupuis@santafenm.gov

Item#_____
Munis Contract# _____
ITB #: 24004_____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

On-Call Sewage Sludge Hauling Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **GM Emulsion, LLC** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

On-Call Dewatered Sewage Sludge Hauling

Specifications:

Contractor shall provide On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The Contractor will supply the appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with no more than one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 3 above locations to deliver at the time of the order.

The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 wet tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed.

The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.
Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF staff will notify Contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the need for hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The Contractor will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements
Required trips will vary depending on the needs of the facility. Each time the truck is loaded, the driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The driver will also be provided with a completed Special Waste Manifest for the destination landfill. The driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The Contractors' drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department, Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award is issued.

Full Loads Required:
The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full loads. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The contracted biosolids hauler will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:
The Contractor will supply all equipment (truck, tarp, etc.) necessary for hauling of the dewatered sewage sludge to the landfill. Minimum load capacity shall be 10 tons. Contractor is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses
Contractor agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by contractor, contractor will reimburse the City or permit the City to make deduction for taxes or other payments required from any monies owed to contractor. City will pay all tipping fees directly to the relevant disposal site.

Contractor must list the Dispatching Operations Base (DOB) address below throughout the term of the Price Agreement. The DOB is defined as where the trucks will leave and return.

DOB Address: 5935 Agua Fria Street, Santa Fe, NM 87507

Payment
Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award. Trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to Caja del Rio Landfill, Estancia Valley Regional Landfill, and WM Valencia Regional Landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded contractors (above).

3. Compensation

See Exhibit A attached.

The total compensation under this Contract shall not exceed five hundred thousand dollars ($500,000.00) including New Mexico gross receipts tax per year, with a maximum of two million dollars ($2,000,000.00) over the four-year contract term, including New Mexico gross receipts tax.

4. Payment Provisions

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the contractor at the rate of one and one-half percent per month. For purchases funded by state or federal grants tothe City, if theCity has not received the funds from the federal or state funding agency, payments shall be tendered to the contractor within five working days of receipt of funds from that funding agency Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated

mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **four (4) years from date of final signature.**

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to

perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

In signing this Contract, the Contractor/Contractor certifies the Contractor/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.

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **ITB 24005,** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any 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 Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;

2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and 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. 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.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions

set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Ron Lujan
73 Paseo Real
Santa Fe, NM87507

To the Contractor:

Gabriel Martinez
5935 Agua Fria Street
Santa Fe, NM 87507

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

Gabriel Martinez
5935 Agua Fria Street
Santa Fe, NM 87507

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
GM Emulsion, LLC

Gabriel Martinez
Gabriel Martinez (Aug 26, 2024 06:44 MDT)
Gabrielle Martinez, Vice President

DATE: Aug 26, 2024

CRS# 03181502002

Registration # _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 26, 2024 07:57 MDT)
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO (Aug 30, 2024 11:27 MDT)
FINANCE DIRECTOR

Exhibit A

Item	Approx. Qty.	UOM	Article and Description	Unit	Comments
1		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Estancia Valley Regional Landfill.		6 hours
2		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Caja del Rio landfill.		2 hours
3		HR - Hours	Number of hours necessary to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Waste Management Valencia Regional Landfill.		4 hours
4	1	$/HR.	Hourly rate for sludge Hauling Services including all labor, fuel, licenses, and incidentals.	$250/hour	
5	1	$	Handling fee for direct payment of tip fees	$500	

Location	GM Emulsion	Serrano Trucking
Number of hours necessaiy to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Estancia Valley Regional Landfill	**#____6____Hours**	**#____7____Hours**
		7 hours around trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration the traffic and that a semi-truck takes longer to reach a location than a conventional vehicle.
Number of homs necessaiy to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Caja del Rio landfill.	**#__2_____Hours**	**#_____2___Hours**
		2 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.
Number of hours necessaiy to deliver sludge from the Paseo Real Wastewater Reclamation Facility to Waste Management Valencia Regional Landfill.	**#____4____Hours**	**#_____5___Hours**
		5 hours round trip. This includes loading and unloading time. We are estimating this amount of time because the sludge tends to stick to the trailer, so it takes longer to unload. This travel time is also taking into consideration that a semi-truck takes longer to reach a location than a conventional vehicle.

				GM Emulsion	Serrano Trucking
Item	**Approx. Qty.**	**UOM**	**Article and Description**	**Unit Price**	**Unit Price**
1	1	$/HR.	Hourly rate for sludge Hauling Services including all labor, fuel, licenses, and incidentals.	**$250**	**$200.00**
2	1	$/Tip	Handling fee for direct payment of tip fees	**$500.00**	**$150.00**

From: DUTTON-LEYDA, TRAVIS K.
To: HEERBRANDT, PAUL F.
Cc: Purchasing DET
Subject: RE: On-Call Sludge Hauling ITB
Date: Thursday, January 18, 2024 9:04:27 AM

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes any IT components, send it to ereview@santafenm.gov to make sure ITT is aware of the procurement. Please provide their response to this office when you submit your procurement request for processing.
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.
- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.

    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: HEERBRANDT, PAUL F. <pfheerbrandt@santafenm.gov>
Sent: Thursday, January 11, 2024 2:35 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: On-Call Sludge Hauling ITB

I have started entering this in Bid Central also. Here is my Scope of Work for a determination:

Dewatered Sewage Sludge Hauling

Specifications:

The City of Santa Fe's (The City) Wastewater Management Division (WWMD) is seeking bids for On-Call services for the transport of dewatered sewage sludge (NM Special Waste) from the Paseo Real Wastewater Reclamation Facility (PRWRF) to either the Caja del Rio Landfill, Santa Fe, NM, Estancia Valley Regional Landfill, Moriarty, NM, or the WM Valencia Regional Landfill, Los Lunas, NM., as directed by the City. The awarded Bidder will supply the appropriate vehicles that will be used in the transportation process. The City expects that no Contractor will need to make more than two (2) trips per day for five (5) days a week initially, with one trip a day for five days a week most likely after an initial period. Note: This is just an estimate of the time needed and could change based on the needs of The City. The required trips will vary depending on the needs of the facility. WWMD will dictate which one of the 3 above locations to deliver at the time of the order.
The City is the operator of the Paseo Real Wastewater Reclamation Facility (PRWRF) which produces about 1000 wet tons per month of bio-solids in conducting its dewatering operations. Some of the resulting dewatered sewage sludge is composted, but the rest will be transported to a landfill for disposal. However, no minimum volume of dewatered sewage sludge is guaranteed. The actual quantity of material may vary from the estimated amount and could be reduced to zero. The City of Santa Fe reserves the right to utilize dewatered sewage sludge in any manner allowed by law with a corresponding reduction in the volume of material being disposed of at the landfills.
Storage capacity at the facility is limited and operations are generally 8 hours per day, 5 days per week. PRWRF staff will notify contractor of the sludge hauling needs on a weekly basis, providing a minimum of 48 hours' notice of the need for hauling services. The Contractor will be available for hauling loads at the frequency and interval that keeps the dewatering facility operational. The awarded bidder will work with PRWRF to develop communication protocols that engender an efficient and safe biosolids operation.

Service Requirements
The City expects that no Contractor will need to make no more than two (2) trips per day initially, with an eventual reduction to no more than one (1) trip per day to maintain acceptable storage levels, but the required trips will vary depending on the needs of the facility. Each time the truck is loaded, the driver will be responsible for acquiring a paint filter test and pH test report, conducted by the PRWRF in-house laboratory before leaving the facility and provide the landfill with a copy of the passing test results. If this test(s) fails, then no load will commence. The driver will also be provided with a completed Special Waste Manifest for the destination landfill. The driver will be required to carry copies provided by PRWRF staff of the PRWRF Special Waste Spill Response Plan. The awarded bidders' drivers must also hold a Special Waste Hauler Registration with the New Mexico Environment Department, Solid Waste Bureau. This Waste Hauler Registration will remain active and current throughout the term of the price agreement and must be submitted to the City before an award is issued.

Full Loads Required:
The Contractor will be required to haul a full load. PRWRF will assist with loading and will check trailers for full loads. Overfilled loads can spill over the corners of the trailer and a certain amount of expansion of loads has been observed during summer months. The

contracted biosolids hauler will be expected to take all overfill and underfill considerations into account on a per trip basis.

Equipment Requirements:
The awarded bidder will supply all equipment necessary for hauling of the dewatered sewage sludge to the landfill. Minimum load capacity shall be 10 tons. The awarded bidder is responsible for maintaining their vehicles in good mechanical condition and maintaining compliance with all applicable local, state, and federal laws and regulations.

Operating Expenses
Awarded Bidders agrees to bear *all* costs and expenses incidental to the operation of the equipment, whether empty or loaded, including without limitation, all risks of depreciation, all maintenance (including cleaning and washing), oil, tires, repairs, business taxes, consumption and sales taxes, personal taxes, transportation taxes, insurance coverage required herein, workers compensation premiums if required, payroll taxes, licenses, vehicle registration renewal fees, base plates, and all highway tolls. If the City is required to withhold or pay any taxes or make any other payment with respect to fees owed by contractor, contractor will reimburse the City or permit the City to make deduction for taxes or other payments required from any monies owed to contractor. City will pay all tipping fees directly to the relevant disposal site. A valid **Certificate of Liability Insurance** must be submitted to the City before the contract is awarded and must remain current throughout the term of the price agreement. A valid **Truck Insurance Policy** with at least the minimum New Mexico statutory required limits for this type of Hauling must be submitted to the City before the price agreement is awarded. This Truck Insurance Policy must remain active throughout the term of the price agreement. Bidder must list below the Dispatching Operations Base (DOB) address with Bid Submittal. This DOB must remain the same throughout the term of the Price Agreement. The DOB is defined as where the trucks will leave and return.

DOB Address: _____

Payment
Loads transported to the landfills will be paid on a per trip basis as calculated in the bid award. Trip will also include beginning and ending truck odometer mileage for the Round Trip on the invoice. Trips to Caja del Rio Landfill, Estancia Valley Regional Landfill, and WM Valencia Regional Landfill will be paid based on actual hours required to complete the trip at the hourly rate defined in the Price Item Schedule. Round Trip will be calculated from the DOB address of the awarded contractors (above).

P. Fred Heerbrandt, P.E.
Engineer Supervisor Wastewater
City of Santa Fe
505-955-4623
pfheerbrandt@santafenm.gov

La Villa Real de la Santa Fé de San Francisco de Asís

Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

6121 Indian School Rd. NE Suite 102, Albuquerque, NM 87110 | 505-345-1540 |
mloehman@horizonsofnewmexico.org

GMEMULS-01 BNIETO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/11/2024

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 (SOW) 2905 Rodeo Park Drive East Building 6, Suite 100 Santa Fe, NM 87505	CONTACT NAME: Michelle Vialpando PHONE (A/C, No, Ext): (505) 992-1873 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: michelle.vialpando@hubinternational.com
INSURED GM Emulsion LLC 5935 Agua Fria St. Santa Fe, NM 87507	INSURER A : Selective Insurance Company of America — NAIC # 12572 INSURER B : Builders Trust of New Mexico INSURER C : Evanston Insurance Company — 35378 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 CLAIMS-MADE X OCCUR X PD Ded: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			S 2505515	4/12/2024	4/12/2025	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 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			S 2505515	4/12/2024	4/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			S 2505515	4/12/2024	4/12/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	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		5752	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
A	Leased/Rented Eqpt			S 2505515	4/12/2024	4/12/2025	Ded: $1,000 / Limit:	100,000
C	Pollution / Environm			CPLMOL113826	10/28/2022	10/28/2024	1,000,000 /	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project name ITB #23/22/B - Dewatered Sludge Hauling

CERTIFICATE HOLDER

City of Santa Fe
73 Paseo Real
Santa Fe, NM 87507

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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City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: GM EMULSION LLC
DBA: GM EMULSION LLC

Business Location: 5935 AGUA FRIA ST
SANTA FE , NM 87507

Owner: MICHELLE MARTINEZ

License Number: 110289

Issued Date: February 01, 2024

Expiration Date: February 01, 2025

CRS Number: 03181502002

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: $35.00

GM EMULSION LLC
5935 AGUA FRIA ST AGUA FRIA ST
SANTA FE, NM 87507

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

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

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

DEPARTMENT / DIVISION NAME	DATE
Public Utilities	8/29/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
On-Call Sludge Hauling Services	5000361	510310		500,000	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 500,000	$ -

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

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
WWMD Enterprise Fund	500,000
TOTAL:	**500,000**

P. Fred Heerbrandt, P.E. — 8/29/2024
Prepared By *{print name}* — Date

Division Director Signature *{optional}* — Date

John DeDuis (Aug 29, 2024 11:49 MDT) — Aug 29, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Aug 30, 2024
Budget Officer — Date

ALEXIS LOTERO (Aug 30, 2024 11:27 MDT) — Aug 30, 2024
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 # _____

Contractor: GM Emulsions, LLC.

Description: Sludge hauling services for disposal of dewatered sludge at one of three landfills.

Contract [⊗] Agreement [○] Lease / Rent [○] Amendment [○]

Term Start Date: at execution Term End Date: 6/30/2028

[☐] 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)

3. **Procurement History:** _____

Purchasing Officer Review: Aug 30, 2024 Date:

Comment & Exceptions: Procured via ITB# 24005

4. **Funding Source:** WWMD Enterprise Fund **Org / Object:** 5000361/510310

Andy Hopkins Aug 30, 2024

Budget Officer Approval: Date:

Comment & Exceptions: _____

Staff Contact who completed this form: P. Fred Heerbrandt, P.E. Phone # 505-955-4623

Email: pfheerbrandt@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: GM Emulsion, LLC

Procurement/contract Title: On-Call Sludge Hauling Services

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☒Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Utilities Staff Name: P. Fred Heerbrandt, P.E.

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☒	☐	**BAR**
☒	☐	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other:** _____	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

P. Fred Heerbrandt, P.E. Department Point of Contact	Engineer Supervisor Title	08/29/2024 Date
John DuBois (Aug 29, 2024 11:49 MDT) Department Director		Aug 29, 2024 Date
Chief Procurement Officer		Aug 30, 2024 Date
ITT Representative	Title	Date

500 GM Emulsion On-Call Sludge Hauling Packet

Final Audit Report 2024-08-30

Created:	2024-08-30
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqB-kfojzlw-u2B8OXBk7esFtdtl9s31P

"500 GM Emulsion On-Call Sludge Hauling Packet" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-08-30 - 3:15:06 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-08-30 - 3:21:07 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-08-30 - 4:40:07 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-08-30 - 4:41:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-08-30 - 4:41:07 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-08-30 - 4:45:17 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-08-30 - 5:20:03 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and EMILY OSTER (ekoster@santafenm.gov) for signature. One of them to sign
2024-08-30 - 5:20:09 PM GMT

Email viewed by ALEXIS LOTERO (aclotero@santafenm.gov)
2024-08-30 - 5:26:59 PM GMT- IP address: 104.47.65.254

Document e-signed by ALEXIS LOTERO (aclotero@santafenm.gov)

Signature Date: 2024-08-30 - 5:27:58 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-08-30 - 5:27:58 PM GMT

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Adobe
Acrobat Sign

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

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

DEPARTMENT / DIVISION NAME	DATE
Community Development / Economic Development Division	8/28/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Salaries	2402800	500110	ECD222400B	57,955	
FICA/Medicare	2402800	503100	ECD222400B	4,434	
Retirement (PERA)	2402800	503150	ECD222400B	13,062	
Med/Life	2402800	503200	ECD222400B	11,779	
Retiree Health Care	2402800	503250	ECD222400B	1,159	
Workers' Comp	2402800	503350	ECD222400B	580	
Dental	2402800	503400	ECD222400B	408	
ARPA Comm Dev Grants - EDD	2402800	510400	ECD222400B		(89,377)
REVENUES				*{enter as negative #}*	*{enter as positive #}*
				$ 89,377	$ (89,377)

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

BAR ARPA Funds to cover new Economic Development Contract Administrator Position

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	**0**

Loretta S. Olguin — 8/28/2024
Prepared By *{print name}* — Date

Johanna Nelson — Aug 28, 2024
Division Director Signature *{optional}* — Date

Randy Randall (Aug 28, 2024 13:30 MDT) — Aug 28, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Aug 28, 2024
Budget Officer — Date

ALEXIS LOTERO (Aug 29, 2024 14:19 MDT) — Aug 29, 2024
Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

City of Santa Fe, New Mexico
Human Resources Action Request Form

Employee Last Name	Employee First Name	Employee No.	Employee Phone No.
Position Only		0	0

Action Requested

Request to Hire:	Separations:	Requested Change:	
☐ New Hire	☐ Resignation (Letter Required)	☐ Promotion	☐ Add Incentive Pay
☐ Re-Employment	☐ With Notice	☐ Reclassification	☐ Deduct Incentive Pay
	☐ Without Notice	☐ Transfer	☐ Temporary Salary Increase
Proposed Effective Date for Hiring:	☐ Retirement	☐ Salary Increase	☐ End of Temporary Salary Increase
09/01/2024	☐ Termination	☐ Salary Decrease	☐ Temporary Promotion
	☐ Death	☐ Longevity Increase	☐ End of Temporary Promotion
	☐ Expiration of Appointment	☐ Probation Completion	☐ Change Pay Range
	☐ Expiration of Temporary Assignment	☐ Extend Probation	☐ Change Fund or Business Unit
	☐ Expiration of Term Assignment	☐ Demotion	☐ Leave of Absence (More than 10 Days)
	☐ Other:	☐ Voluntary Demotion	☒ Other: Provide thorough explanation

Comments: Create a Term position - Economic Develoment Contract Admin

	Current Information		Proposed Information	
Department:			Community Development Department	
Division:			Economic Development Division	
Position Title:			Contract Admin	
Position Number:			New Term Position - ARPA Funds	
Fund:			240 ARPA	
Business Unit:			2402800	
Position Status:	☐ Elected Official ☐ Exempt ☐ Classified ☐ Term ☐ Probationary ☐ Temporary ☐ Less than 3 months ☐ 3 - 5 months ☐ 6 - 12 months		☐ Elected Official ☐ Exempt ☐ Classified ☒ Term ☐ Probationary ☐ Temporary ☐ Less than 3 months ☐ 3 - 5 months ☐ 6 - 12 months	
Scheduled Hours:	☐ Full-Time ☐ Part-Time 1-15 hrs./week ☐ Part-Time 16-39 hrs./week		☒ Full-Time ☐ Part-Time 1-15 hrs./week ☐ Part-Time 16-39 hrs./week	
F.L.S.A Status:	☐ Exempt ☐ Non-Exempt ☐ Partial Exemption		☒ Exempt ☐ Non-Exempt ☐ Partial Exemption	
Union Status:	☐ AFSCME ☐ Probationary AFSCME ☐ SFFA ☐ Probationary SFFA ☐ POA ☐ Probationary POA ☐ Non-Union ☐ Probationary Non-Union		☒ AFSCME ☐ Probationary AFSCME ☐ SFFA ☐ Probationary SFFA ☐ POA ☐ Probationary POA ☐ Non-Union ☐ Probationary Non-Union	
Pay Range:			110	
Hourly Rate:			$36.222	
Supervisor Name/Employee ID No.:		Payroll Admin:	Johanna C. Nelson	Payroll Admin:
Location & Payroll Information:	Location Code:	Payroll Code:	Location Code: 123 Marcy St. #205	Payroll Code:
Work & Lunch Hr. Schedule:	Lunch Hr. Schedule: ☐ 0 ☐ 30 ☐ 60 Work Schedule: 8-5		Lunch Hr. Schedule: ☐ 0 ☐ 30 ☒ 60 Work Schedule: 8-5	

Authorizations

① Division Director: Johanna Nelson	Date: Aug 7, 2024	⑤ Budget Review: ANITA MEDINA (Aug 14, 2024 07:56 MDT) Budget Log #: 9560	Date: Aug 14, 2024
② Department Director: Randy Randall (Aug 7, 2024 08:30 MDT)	Date: Aug 7, 2024	⑥ Finance Director: Emily K. Oster	Date: Aug 15, 2024
③ HR Review: ALEXA PINO (Aug 7, 2024 15:25 MDT) HR Log #:	Date: Aug 7, 2024	⑦ City Manager: John Blair (Aug 19, 2024 11:35 MDT)	Date: Aug 19, 2024
④ HR Director: Bernadette Salazar	Date: Aug 8, 2024	⑧ Employee Signature:	Date:

Effective Date:	HR Entry By:	Date Entered:	HR Audit By:	Date Audited:

CITY OF SANTA FE

NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	8/5/2024	**Submitted By:**	Loretta S. Olguin
Department:	Community Development Dept.	**Division:**	Economic Development
Org Code:	2402800	**Percent Charged:**[2]	100.0%
Proposed Grade:	113	**FTE % (100% = FT):**[3]	100.0%
# of Effective Pay Periods (1 to 26):[4]	20	**Proposed Hourly:**	$ 36.222
		Within Range?[5]	TRUE
UNION STATUS:	AFSCME	**Total Annual Hours:**	1,600
		Annual Salary:	$ 75,342

SALARY/BENEFITS - $ IMPACT

Amounts to Budget

Description	Object	Increase / (Decrease)
Salaries	500110	$ 57,955
FICA/Medicare	503100	$ 4,434
Retirement (PERA)	503150	$ 13,062
Med/Life	503200	$ 11,779
Retiree Health Care	503250	$ 1,159
Workers' Comp	503350	$ 580
Dental	503400	$ 408
TOTAL		**$ 89,377**

For Budget Use Only	
Budget Log #	SA00477

Comments/Justification *(use multiple lines below if needed):*

Create new Contract Admin position to be funded with ARPA through 12/31/2026.

Randy Randall (Aug 5, 2024 14:31 MDT)

Department Director Approval (signature)

ANITA MEDINA

ANITA MEDINA (Aug 6, 2024 08:06 MDT)

Budget Approval (signature)

City of Santa Fe, New Mexico
Memorandum

Date: July 31, 2024

To: Bernadette Salazar

From: Johanna Nelson, Director, Office of Economic Development

RE: Contracts Administrator Position at Office of Economic Development

BACKGROUND AND SUMMARY

The Office of Economic Development (OED) is responsible for supporting and diversifying the local economy. The OED is also a lead City office to disperse close to $3,000,000 in American Rescue Plan Act funding by the end of the calendar year of 2024 to support economic response in the wake of the COVID 19 pandemic.

OED is eager to support initiatives that fortify and build up small business owners as well as aspiring entrepreneurs to create a thriving economy in Santa Fe.

ISSUE:

The Office of Economic Development does not currently have a Contracts Administrator or grants support. To effectively manage over $3,000,000 in ARPA funding, it is important to hire administrative help to not only help administer the funding but also be in compliance with the United States Treasury.

The added position would be term and funded by ARPA in order to help with administrative duties associated with the grant.

REQUESTED ACTION:

Support the creation of a term, grant-funded position, ending in Dec. of 2026, funded by the ARPA funds, housed in the Office of Economic Development. The proposed position is estimated to cost approximately $200,000 for the term.

Signature: Bernadette Salazar

Email: bjsalazar@santafenm.gov

Signature: Johanna Nelson

Email: jcnelson@santafenm.gov

BAR Packet New Contract Admin Fund by ARPA Funds signed

Final Audit Report 2024-09-03

Created:	2024-09-03
By:	LORETTA OLGUIN (lsolguin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxS1tD0lHNueJE_U2zlawfvSwwvlcVkjV

"BAR Packet New Contract Admin Fund by ARPA Funds signed " History

Document created by LORETTA OLGUIN (lsolguin@santafenm.gov)
2024-09-03 - 5:57:28 PM GMT- IP address: 63.232.20.2

Document emailed to BERNADETTE SALAZAR (bjsalazar@santafenm.gov) for signature
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Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2024-09-03 - 9:04:14 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-09-03 - 9:04:14 PM GMT

Powered by Adobe Acrobat Sign

CITY OF SANTA FE

DATE: August 16, 2024

TO: Governing Body
Finance and Quality of Life Committee

VIA: Maria Sanchez-Tucker, Community Services Department Director MT
Marcella Apodaca, Community Services Business Operations Manager MA

FROM: Julie Sanchez, Youth and Family Services Division Director

ITEM AND ISSUE:
Request Approval of the State of New Mexico Crime Victims Reparation Commission (CVRC) STOP Violence Against Women Act (VAWA) Formula Grant Agreement #15JOVW-23-00591-STOP in the Amount of $63,938 with a required match of $21,313 to fund a full-time term position to respond to Domestic Violence in the City of Santa Fe. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; Paul Joye, Chief of Police, pmjoye@santafenm.gov)

Request Approval of a Budget Amendment Resolution (BAR) to Allocate $63,938 from the 2024 CVRC Grant Agreement to FY25 Revenue and Expenses for the Domestic Violence Response Team.

BACKGROUND AND SUMMARY
The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe.

The primary goal of applying for this grant is to enhance support for victims and increase offender accountability in Santa Fe through the development of a specialized Domestic Violence-Specific Response Team (DVRT). Key objectives include training and deploying a team, including a domestic violence response specialist, and an intensive case manager by the second quarter of FY 2025. These efforts aim to establish a robust framework for addressing domestic violence effectively within the community.

The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. The city received the grant agreements at the end of July, the VAWA grant will be used to fund a FTE term position at 10 months. Even though the grant term ends June 30th, 2025, the city has been invited to reapply for funding in early spring, at that time the grant will become reoccurring.

PROCUREMENT METHOD: N/A
The performance period ends June 30th, 2025.

FUNDING SOURCE:

2024 NM CVRC STOP VAWA Formula Grant Program
Project Ledger ID: COM2524001
Fund Name/Number: Human Service Fund/240
Munis Org Name/Number: 2400122
Munis Obj Name/Number: Dept. of Justice VAWA thru CVRC/490555

ACTION REQUESTED:
The Youth and Family Services Division respectfully requests your review and approval.

ATTACHMENTS:
Draft Workflow Plan
Job Description
#15JOVW-23-00591-STOP Grant Agreement
Project Ledger
New Position Salary Analysis
Draft Position Only HR Request Form
Summary of Contracts
Procurement Checklist
BAR

City of Santa Fe - Victim Support Services - Domestic Violence Response Team

STOP Violence Against Women Act (VAWA) Formula Grant Funding

RFP # 25-780-P707-00700 Webgants ID# 26911

Service Delivery Flow

The service delivery workflow for the Domestic Violence Response Team (DVRT) involves a highly coordinated effort between three key roles: the Advocate, the Case Manager, and the Domestic Violence Forensic Nurse Examiner (DV FNE). This collaborative approach ensures a seamless and supportive response from the initial contact through recovery. Initially, the Advocate provides emotional support and safety planning, and introduces the other team members' roles. The DV FNE steps in for forensic examinations and medical care as needed, while the Case Manager develops a comprehensive care plan addressing both immediate and long-term needs. Regular collaborative meetings and ongoing support ensure that care is well-coordinated and adaptive to the survivor's needs. The workflow culminates in empowering the survivor towards independence, with continuous evaluation and support adjustments by the team, and provision for feedback and future service access upon case closure. This structured process is pivotal in supporting survivors' journey to recovery and ensuring their safety and well-being.

Survivor's Initial Contact
↓
Advocate Engagement
↓
DV FNE Involvement
↓
Case Manager Introduction
↓
Case Manager Introduction
↓
Care Coordination
↓
Ongoing Evaluation
↓
Legal Support and Testimony
↓
Empowerment and Independence
↓
Closure and Feedback

Initial Contact and Response

1. Survivor's Initial Contact: The survivor reaches out for help or is referred to the DVRT by law enforcement, healthcare providers, or community agencies.

2. Advocate Engagement:

- The Advocate is the first to respond, providing immediate emotional support and safety planning.
- The Advocate explains the roles of the Case Manager and DV FNE and the services they offer, ensuring the survivor's consent and readiness to engage with each professional.

Forensic Examination and Medical Care

3. DV FNE Involvement:

- If the survivor has physical injuries or requires evidence collection, the Advocate coordinates with the DV FNE.
- The DV FNE conducts a forensic examination, collects evidence, provides necessary medical care, and documents findings, working closely with the survivor to ensure their comfort and consent throughout the process.

Case Management and Planning

4. Case Manager Introduction:

- Post-examination or initial contact, the Case Manager meets with the survivor to develop a comprehensive care plan.
- This plan includes immediate needs (medical, legal, shelter) and long-term goals (housing, employment, therapy).

Ongoing Support and Coordination

5. Care Coordination:

- The Case Manager coordinates services across different agencies, ensuring the survivor receives comprehensive care tailored to their needs.
- The Advocate continues to provide peer support, accompanies the survivor to appointments (legal proceedings, counseling), and offers ongoing psychoeducation on domestic violence.

6. Collaborative Meetings:

- Regular case review meetings are held between the Advocate, Case Manager, and DV FNE to discuss progress, barriers, and adjustments needed in the survivor's care plan.
- These meetings ensure a unified approach and continuous communication between the three roles.

Follow-Up and Evaluation

7. Ongoing Evaluation:

- The Case Manager regularly evaluates the effectiveness of the care plan, making adjustments as needed and involving the survivor in all decisions.
- The Advocate provides feedback on the survivor's emotional and social recovery, suggesting modifications to support services.

8. Legal Support and Testimony:

- The DV FNE may be called upon to provide expert testimony in legal proceedings related to the survivor's case.
- The Advocate and Case Manager support the survivor through the legal process, ensuring they have the necessary emotional and logistical support.

Survivor Empowerment and Closure

9. Empowerment and Independence:

- The DVRT focuses on empowering the survivor, gradually transitioning them to independence while ensuring they have access to ongoing support services as needed.
- Success is measured by the survivor's achievement of personal goals, a sense of safety and well-being, and their feedback on the support received.

10. Closure and Feedback:

- Once the survivor feels ready, formal involvement with the DVRT may conclude, with an opportunity for the survivor to provide feedback on their experience.
- The team provides the survivor with information on how to access services in the future if needed.

CITY OF SANTA FE

Domestic Violence Response Specialist

FLSA Status: *Exempt*
Union Status: *Non-Union*
Salary Grade: *110*
Safety Sensitive: *No*

General Definition of Work

The Domestic Violence Response Specialist provides essential support, education, and advocacy to survivors of domestic violence. This role involves direct interaction with survivors, offering peer support, and psychoeducation, through various processes related to survivorship. The advocate works closely with a multidisciplinary team to ensure a compassionate, informed, and coordinated response to survivors' needs.

Supervision Received

Works under the general direction of an assigned supervisor.

Supervision Exercised

None.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. A position may not include all of the duties listed and the listed examples are not an exhaustive list of the duties that may be found in a position of this class.

Essential Functions

- Offers empathetic, non-judgmental peer support to domestic violence survivors, creating a safe and supportive environment for sharing experiences and feelings.
- Provides survivors with information on the dynamics of domestic violence, coping mechanisms, and the psychological impact of trauma.
- Advocates for survivors as they receive other services, including legal assistance, medical care, and social services, advocating for the survivor's needs and rights.
- Responds to crisis situations with appropriate interventions and support, using trauma-informed care principles.
- Participates in community education and awareness initiatives to promote understanding of domestic violence and the resources available for survivors.
- Works closely with law enforcement, healthcare providers, legal professionals, and social services ensuring a coordinated and effective response to domestic violence cases.
- Work collaboratively with the Santa Fe Police Department to ensure a coordinated response to domestic violence incidents.
- Review incident reports and assess lethality risk.
- Follow up with survivors after law enforcement engagement to offer support and resources, ensuring their safety and well-being.
- Support law enforcement officers in their response to domestic violence cases through survivor engagement, consultation and providing trauma-informed guidance.
- Maintains accurate and confidential records of interactions with survivors, services provided, and progress notes.

Knowledge, Skills, and Abilities

- Attention to Detail – Ability to be thorough when performing work and conscientious about attending to detail.
- Deciding and Initiating Action – Takes responsibility for actions, projects, and people; makes quick, clear decisions which may include tough choices, after considering risks.
- Decision Making – Specifies goals and obstacles to achieving those goals, generates alternatives, considers risks, and evaluates and chooses the best alternative in order to make a determination, draw conclusions, or solve a problem.
- Delivering Results – Ability to set high standards for quality, quantity, and timelines. Focuses on customer needs and satisfaction. Consistently achieves project goals.
- Interpersonal Skills – Ability to show understanding, respect, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others and relate well to different people from varied backgrounds and different situations.
- Learning – Uses efficient learning techniques to acquire and apply new knowledge and skills; uses training, feedback, or other opportunities for self-learning and development.
- Mathematical Reasoning – Solves practical problems by choosing appropriately from a variety of mathematical and statistical techniques.
- Reading – Understands and interprets written material, including technical material, rules, regulations, instructions, reports, charts, graphs, or tables; applies what is learned from written material to specific situations.
- Resilience – Deals effectively with pressure; remains optimistic and persistent, even under adversity. Recovers quickly from setbacks.
- Skills in computer software/applications/office technology- Knowledge of modern office practices, procedures, and the use of standard office equipment and machinery.
- Teaching Others – Helps others learn through formal or informal methods; provides resources to help teach others; acts as a mentor.
- Thinking Strategically – Thinks strategically and promotes best practices and leading-edge ideas.
- Writing – Writes in a clear, concise, and organized manner for the intended audience.
- Written Communication – Composes, reviews, edits, and issues written materials for diverse audiences and communicates purpose in a succinct and organized manner that is appropriate for context, time, and place.
- Familiarity with community resources and services for domestic violence survivors.

Education Requirement

Bachelor's Degree in a human services-related field.

Experience Requirement

One (1) year of experience in a support role for survivors of domestic violence or related field preferred.

Education and Experience Equivalency

One (1) year of the appropriate type and level of experience may be substituted for each required year of post-high school education.

Licensure and Certifications

- Must possess a valid driver's license.
- Peer Support Certification is desired.
- Trauma-Informed Care Training is desired.
- 40-hour Victims Services Certification within six (6) months of hire.

Special Requirements

- Must obtain and maintain a City of Santa Fe driving permit within three (3) months of hire.

Physical Requirements

- Tasks require a variety of physical activities such as sitting for long periods of time, walking, standing, bending, twisting, stooping, reaching, and lifting which may involve moderate physical demands.
- Requires the exertion of up to 25 pounds of force.
- Requires speaking or hearing and using hands to finger, handle or feel, requires sitting, standing, walking, stooping, kneeling, crouching, or crawling, reaching with hands and arms and lifting.
- Standard vision requirements.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly.
- Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Work requires preparing and analyzing written or computer data, using of measuring devices, operating motor vehicles, and observing general surroundings and activities.

Working Environment

- Work is performed in a typical office setting with appropriate climate controls.
- Work occasionally requires exposure to environmental conditions.
- Work is generally in a moderately noisy location (e.g., business office, light traffic).
- Requires close exposure to Video Display Terminals (VDTs) and Cathode Ray Tubes (CRTs).
- Irregular hours, must be able to work flexible hours, including some evenings and weekends.
- Travel to off-site locations is required for accompaniment and outreach activities.

EEO/ADA Compliance

The City of Santa Fe is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Veterans' Hiring Initiative

Pursuant to City of Santa Fe Resolution No. 2013-079, the City of Santa Fe Human Resources Department has implemented a Veterans' Hiring Initiative policy in order to provide opportunities for veterans who meet or exceed the minimum qualifications for city employment to obtain City employment. The Governing Body does not guarantee that a veteran shall be hired for the position being applied for, only that the veteran will be given an interview; and it does not intend to supersede or modify any collective bargaining agreement that is currently in place with the City of Santa Fe.

Job applicants who are veterans with an honorable discharge from the military or are members of the National Guard or Reserve who have successfully completed basic training, must use the Veterans' Certification Form to identify themselves and then must attach a copy of their DD214 or DD215 and/or their proof of current Active, Guard or Reserve enlistment in order to certify their status for the position in which applying for.

Applications must be submitted online at:

https://cityofsantafenmemployees.munisselfservice.com/employmentopportunities/default.aspx

Resumes will not be accepted in lieu of the city application form unless the position status is at-will. When required of the position, high school diploma/GED, college degree(s), certification(s), or license(s) must be attached at the time of submission of the application. Each applicant is considered only for the current vacancy indicated on the application submitted. It is the responsibility of the applicant to monitor any future openings and to submit a separate application for each position. Incomplete applications will not be considered. Applications become public record upon receipt and may be made available for public inspection upon request. Pre-placement physical exams, and drug and alcohol screenings are required for some positions.

This job announcement is not intended to be inclusive of all functions, responsibilities and qualifications associated with the position, however, representative of the essential job functions and typical criteria considered necessary to successfully perform the position. This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the position change.

Acknowledgement

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee.

I have read and understand the above job description. I verify that I meet the requirements and am able to perform the duties and responsibilities on this job description.

_____ _____

Print Employee Name Date

_____

Employee Signature

CITY OF SANTA FE

DATE: July 30, 2024

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Maria Sanchez-Tucker, Community Services Department Director MT
Marcella Apodaca, Business Operations Manager MA

FROM: Julie Sanchez, Youth and Family Services Division Director

ITEM AND ISSUE:
Request for the City Managers Approval of a STOP Violence Against Women Formula grant (#15JOVW-23-GG-00591-STOP) for FY25 in the Total Amount of $63,938.00 with a match of $21,313.00 for a full-time Domestic Violence Response Specialist.

BACKGROUND AND SUMMARY
The Santa Fe Police Department and Youth and Family Services Division are working in partnership to address a gap in response to victims of domestic violence. The funds are recurring once awarded and will cover the cost of a full-time position with benefits.

The State of New Mexico Crime Victims Reparation Commission awarded the City of Santa Fe on July 23rd 2024 with two grant allocations, this one has a deadline of execution of July 31st 2024, in order to get the grant agreement approved, get the position approved and hired we request the City Managers signature to jump start the process.

The anticipated packet approval date from the governing body is August 14th.

ACTION REQUESTED:
The Youth and Family Services Division respectfully requests your review and approval.

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION

MICHELLE LUJAN GRISHAM
GOVERNOR

FRANK ZUBIA
DIRECTOR

July 18, 2024

RE: STOP Violence Against Women Formula Grant Program
Final Award Contract Federal Grant #15JOVW-23-GG-00591-STOP

Dear City of Santa Fe:

Congratulations on your agency being selected to receive a STOP Violence Against Women Act (STOP VAWA) federal subgrant award. The final approved award amount is $63,938.00 and the required match is $21,313.00. This award period begins July 1, 2024 and end June 30, 2025. This funding is for one year.

Carefully read the attached special conditions and contract. Please digitally sign and return the contract via email by July 31, 2024. You will have access to the award in WebGrants on or before the first invoice is due on August 12, 2024. If you would like technical assistance, please contact me at (505) 709-0485 or Kristin.Wood-Hegner@cvrc.nm.gov or Grants Bureau Chief, Donna Richmond, at (505) 795-4486 or Donna.Richmond@cvrc.nm.gov.

As part of our grant monitoring policies and procedures we are in the process of reviewing or have reviewed your agency's most recent audit report. Audit reports are reviewed in their entirety. Agencies with unfavorable audit reports issued, material weaknesses, and/or significant deficiencies will have additional monitoring requirements.

- Your agency must maintain all source documents on file and be able to present them for desk or site audit.
- Submit invoices monthly.
- Submit time and activity sheets for all federal and match employees.

We appreciate your assistance and compliance with the additional financial monitoring within your agency. It is our collective duty to ensure that we are all good stewards of the funding we monitor and receive.

If you have any questions or need any technical assistance during the grant year, please do not hesitate to contact our office. We look forward to working with you this year.

Sincerely,

K Hegner

Kristin Wood-Hegner
VAWA Grant Administrator
New Mexico Crime Victims Reparation Commission
Kristin.Wood-Hegner@cvrc.nm.gov
(505) 709-0485

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION
STOP Violence Against Women Formula Grant Program

Subrecipient Award
FY2025

1. SUBRECIPIENT NAME AND ADDRESS (Including Zip Code) City of Santa Fe PO Box 909 Santa Fe, NM 87501	6. PROJECT TITLE OVW FY 2023 STOP Violence Against Women Formula Grant Program
	7. FEDERAL AWARD NUMBER: 15JOVW-23-GG-00591-STOP
2. SUBRECIPIENT IRS/TAX ID NO. 85-6000168	8. AWARD EFFECTIVE: 07/01/2024
3. SUBRECIPIENT UEI NO. QLN2YKMMJ8X6	9. SUBGRANT AWARD NUMBER: 2025-WF-231
4. APPROVED INDIRECT COST RATE (IF APPLICABLE) NA	10. PROJECT PERIOD: FROM 07/01/2024 TO 06/30/2025 BUDGET PERIOD: FROM 07/01/2024 TO 06/30/2025
5. METHOD OF PAYMENT Reimbursement	11. PREVIOUS AWARD AMOUNT: $0.00
	12. SUBRECIPIENT FEDERAL AWARD AMOUNT: $63,938.00 SUBRECIPIENT MATCH REQUIREMENT: $21,313.00 TOTAL FEDERAL AWARD: $21,313.00

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 34 U.S.C. §§ 10441, 10446 – 10451 (OVW-STOP) The New Mexico Crime Victims Reparation Commission FY25 STOP VAWA Formula Grant in the amount of $1,464,308.00 for the award period 07/01/2023 to 6/30/2025, the Subrecipient federal award amount for this project period comes from this federal allocation.

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.588 - Violence Against Women Formula Grants

15. SPECIAL CONDITIONS
This award is not a R & D award. The above subgrant project is approved subject to such conditions or limitations as are set forth on the attached page(s).

16. City of Santa Fe signifies acceptance of this STOP VAWA Formula award in accordance with the applicable rules and regulations as set forth in the State and Federal Guidelines and in adherence to the special conditions provided.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
17. NMCVRC AUTHORIZED OFFICAL Frank Zubia, Director	21. NAME AND TITLE OF SUBRECIPIENT FINANCIAL POINT OF CONTACT Emily Oster, Finance Director
18. SIGNATURE OF AUTHORIZED OFFICIAL	22. SIGNATURE OF SUBRCIPIENT FINANCIAL POINT OF CONTACT Emily K. Oster
19. NMCVRC COMMISSION CHAIR Allyn Summa, Chairwoman	23. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Layla Archuleta-Maestas, Deputy City Manager
20. SIGNATURE OF COMMISSION CHAIR	24. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL Layla Archuletta-Maestas Layla Archuletta-Maestas (Aug 2, 2024 10:36 MDT)

New Mexico Crime Victims Reparations Commission
STOP VAWA Formula Grant Program
Subrecipient Grant Agreement

BETWEEN: New Mexico Crime Victims Reparations Commission (Recipient)
6200 Uptown Blvd NE, Suite 210
Albuquerque, NM 87110

AND: City of Santa Fe (Subrecipient)
PO Box 909
Santa Fe, NM 87501

PROJECT START DATE: July 1st, 2024

Grant Award Provisions

1. Legal Basis of Award. Pursuant to 10 NMAC 40.3, NMCVRC is authorized to enter into a grant agreement and to make an award, from funds received under the federal Violence Against Women Reauthorization Act of 2013 ("VAWA"), to Subrecipient for the purposes set forth herein.

2. Agreement Parties. This Grant Award Agreement, hereafter referred to as "Award," is between NMCVRC and the forenamed Subrecipient.

3. Effective Date. When all parties have duly executed this Award, and all necessary approvals have been obtained, this Award shall be effective and have a Project start date of **July 1st, 2024** and a Project end date of **June 30th, 2025**.

4. Subrecipient Administration. By signing and agreeing to this Award, Subrecipient will administer the project for which this Award is given in accordance with the applicable rules, regulations and conditions as set forth in Federal and State Guidelines. In addition, the following Special Conditions must be followed. By accepting this Award, the Subrecipient assumes the following administrative and financial responsibilities:
   I. PAYMENT: Payment is on a reimbursement basis.
   II. TERMINATION: This Award may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to the intended date of termination.
   III. RECORDS AND AUDIT: Detailed expenditure records must be maintained. These records shall be subject to inspection by the New Mexico Crime Victims Reparation Commission (NMCVRC) and its representative(s), and the United States Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Violence Against Women (OVW). NMCVRC shall have the right to audit the expenditures both before and after payment. Payment under this Award shall not foreclose the right of NMCVRC to recover excessive and/or illegal payments.
   IV. ASSIGNMENT: Subrecipient shall not assign or transfer any interest in the Award without prior written approval from NMCVRC.
   V. AMENDMENTS: This Award shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
   VI. EQUAL OPPORTUNITY COMPLIANCE: Subrecipient agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. Subrecipient agrees that no person shall, on the basis of actual or perceived race, color, national origin, sex, religion, sexual preference, age or handicap, be excluded from employment with or participation in, be denied services, or be otherwise subjected to discrimination under any program or activity performed under this agreement. The Subrecipient agrees to submit an Office for Civil Rights certification of compliance form within 45 days of the beginning date of the Award.
   VII. EFFECTIVE DATE: The start and end dates of the STOP VAWA grant are set forth in the approved program of the State of New Mexico Grant Application. Organizations that do not

adhere to these responsibilities will be in violation of the terms of this Award and STOP VAWA Award will be subject to appropriate administrative action, including withholding of funds or possible cancellation of Award. **This award may be used for a period starting July 1st, 2024, and terminating on June 30, 2025.**

The above Special Conditions become part of the Grant Award and are accepted by Subrecipient.

By accepting this Award, Subrecipient assumes the following administrative and financial responsibilities:

1. The terms of this Award are contingent upon sufficient appropriations and authorization being made by the Office on Violence Against Women, for the performance of this Award. If OVW does not make sufficient appropriations and authorization, this Award shall terminate upon written notice being given by NMCVRC to Subrecipient.

2. Subrecipient must comply with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this Award.

3. The Primary Project Components (Project Plan) will guide the scope of work.

4. Project staff and consultants must be provided a copy of the project proposal and budget. In addition, the program manager agrees to disseminate project information to the project staff.

5. Subrecipient shall notify NMCVRC of all staff changes within three business days. Prior to the final selection of personnel to be hired or matched with grant funds, Subrecipient agrees to provide NMCVRC with the names and resumes of the candidates recommended for hiring for prior approval. Project staff resumes, including staff being used as match, must be submitted to NMCVRC for reimbursement for expenditures to occur. Replacement of any Subrecipient personnel, if approved, shall be with personnel of equal ability, experience and qualifications. Approval of replacement personnel shall not be unreasonably withheld. NMCVRC shall retain the right to request the removal of any of the Subrecipient's personnel at any time.

6. Subrecipient agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form will be used to verify that persons are eligible to work in the United States.

7. Subrecipient agrees to comply with state laws and rules applicable to workers' compensation benefits for their employees. If the Subrecipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Award may be terminated by NMCVRC.

8. Unless a waiver is granted, the authorized official, financial point of contact, project manager and anyone completing quarterly progress and/or financial reports must attend NMCVRC VAWA Grant Reporting training at least once during the Award period.

9. Subrecipient agrees that the Program Manager or appropriate designee shall attend the NMCVRC's Subgrantee Civil Rights Compliance training or webinar and agrees to disseminate this information to funded staff and volunteers. Subrecipient must also comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, or individuals defined (for purposes of this condition) as employees of the Subrecipient.

10. Any Subrecipient staff providing direct services to victims shall attend a minimum of one Victim Compensation Workshop held by NMCVRC during the Award.

11. Subrecipient agrees to cooperate and coordinate services with other VAWA-funded programs and other service providers in their region that serve victims of domestic violence, sexual assault, stalking and/or dating violence.

12. If applicable, Subrecipient agrees to provide data to the New Mexico Interpersonal Violence Data Central Repository.

13. For the purpose of this contract, the definition of domestic violence is limited to the federal definition that can be found at www.justice.gov/ovw/domestic-violence.

14. Subrecipient agrees to **inform** all potentially eligible victims about crime victims' compensation, **assist all eligible victims in filling out** the application and **assist in submission** of applications to NMCVRC. In addition, Subrecipient agrees to assist NMCVRC staff regarding compensation inquiries.

15. Subrecipient agrees to inform and assist eligible victims of crime with New Mexico's Statewide Automated Victim Information and Notification Services (VINE) which accesses information about the custody status of potential offenders, or a particular state and/or county inmate's release, transfer, or escape from participating agencies over the phone, through the internet, or by email. When applicable, Subrecipient agrees to inform and assist eligible victims of crime with the New Mexico SAVIN (State Automated Victim Information Notification) System, a free service that provides information to crime victims and any interested members of the public with case status and hearing notifications on criminal court cases in the State of New Mexico.

16. Subrecipient must permanently post grievance policies and procedures in a conspicuous place within the agency, and on their agency website; this posting must include the names and contact information for NMCVRC as an agency funder.

17. The Subrecipient, upon final payment of the amount due under this Award, releases NMCVRC from all liabilities, claims and obligations whatsoever arising from or under this Award.

18. Requirements of the Award; remedies for noncompliance or for materially false statements.
The conditions of this Award are material requirements of the Award. Compliance with any assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this Award. By signing and accepting this Award on behalf of the Subrecipient, the authorized Subrecipient official accepts all material requirements of the Award, and specifically adopts, as if personally executed by the authorized Subrecipient official, all assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance. Failure to comply with any one or more of these Award requirements — whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the Award period — may result in NMCVRC taking appropriate action with respect to the Subrecipient and the Award. Appropriate action can include and is not restricted to: NMCVRC may withhold Award funds, disallow costs, suspend or terminate the Award. The DOJ, including OVW and NMCVRC may take other legal action as appropriate. Any materially false, fictitious or fraudulent statement to the state or federal government related to this Award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this Award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this Award.

19. Quarterly reports will be received by NMCVRC no later than ten days after the end of the quarter and an annual progress report to be received no later than the due date. No faxed reports will be accepted. Late or inaccurate reporting will delay the payment process. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, Subrecipient is required to collect and maintain data that measures the effectiveness of their grant-funded activities. Accordingly, Subrecipient agrees to submit annual electronic progress reports on program activities and program effectiveness measures and to require submission of reports by sub-subrecipients.

20. Requirements to disclose whether Subrecipient is designated high-risk by a federal grant making agency.
If Subrecipient is designated high-risk by a federal grant making agency, currently or at any time during

the course of the period of performance under this Award, Subrecipient must disclose that fact and certain related information to NMCVRC. For purposes of this disclosure, high-risk includes any status under which a federal awarding agency provides additional oversight due to Subrecipient's past performance, or other programmatic or financial concerns. Subrecipient's disclosure must include the following: the name of the federal awarding agency that currently designates Subrecipient as high-risk, the date Subrecipient was designated high-risk, the high-risk point of contact at the federal awarding agency and the reasons for the high-risk status, as set out by the federal awarding agency.

(a) Potential imposition of additional requirements. Subrecipient agrees to comply with any additional requirements that may be imposed by NMCVRC/OVW during the period of performance for this Award, if Subrecipient is designated as high-risk for purposes of the DOJ high-risk grantee list.

21. Policy for response to workplace related incidents of sexual misconduct, domestic violence and dating violence. The Subrecipient, and any sub-subrecipient at any tier, must have a policy, or issue a policy within 270 days of the Award date, to address workplace-related incidents of sexual misconduct, domestic violence and dating violence involving an employee, volunteer, consultant or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

22. Availability of general terms and conditions on OVW website. Subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

23. Compliance with solicitation requirements. Subrecipient agrees that it must comply with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-and-faqs-grantees). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

24. VAWA 2013 nondiscrimination condition. Subrecipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Subrecipient agrees that it will comply with this provision. Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this provision. See clause 50 below for further information.

25. Subrecipient agrees that grant funds will be used only for the purposes described in Subrecipient's application, unless NMCVRC determines that any of these activities are out of scope or unallowable. Subrecipient must not undertake any work or activities that are not described in Subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from NMCVRC.

26. Subrecipient product monitoring. Subrecipient agrees to monitor sub-subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety. Subrecipient also agrees to have NMCVRC monitor any material and products (written, visual or sound) developed with OVW formula grant program funding that falls within the scope of the grant program.

27. Restrictions on lobbying and policy development. Federal funds may not be used by Subrecipient, or any sub-subrecipient at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid

violation of 18 U.S.C. § 1913. Subrecipient, or any sub-subrecipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Federal law generally prohibits federal funds awarded by OVW from being used by NMCVRC, Award Subrecipient, or any sub-subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by Subrecipient would or might fall within the scope of these prohibitions, Subrecipient is to contact NMCVRC who will contact OVW for guidance, and may not proceed without the express prior written approval of OVW. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

28. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide. Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. Subrecipient agrees that all financial records pertinent to this Award, including the general accounting ledger and all supporting documents, are subject to review throughout the life of the Award, during the closeout process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

29. Requirement to report potentially duplicative funding. If Subrecipient currently has other active awards of federal funds, or if Subrecipient receives any other award of federal funds during the period of performance for this Award, Subrecipient must promptly determine whether funds from any other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Award. If so, Subrecipient must promptly notify NMCVRC in writing of the potential duplication, and, if requested by NMCVRC, must seek a budget modification or a grant adjustment to scope of project to eliminate any inappropriate duplication of funding.

30. Any out of state travel line items or categories that are not specifically itemized in the approved budget must receive prior approval from NMCVRC before any funds for these items are expended.

31. Subrecipient agrees to maintain separate accounts and accounting records for STOP VAWA funds. Maintaining project-based accounting records does not provide enough detail to track federal funds, therefore, STOP VAWA funds cannot be commingled with any other funding source.

32. The Subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

33. Payment is reimbursement only. In order to receive payment, Subrecipient must submit an Invoice and Record of Match (in Excel format) reflecting expenditures of the previous month into https://nmcvrcgrants.com/ by 11:59 PM on or before the 10th of each month. If the 10th is on a Friday, weekend or holiday the deadline will be the following business day by 11:59 PM. If documentation is late or inaccurate, reimbursement will be delayed until the following month or until the submitted documentation is corrected, this may result in a change in subgrantee status to that of high-risk or probationary status.

34. Due to requirements by the NM Department of Finance Administration (DFA) all cash reimbursement invoices for grant expenditures made prior to June 30th will be due no later than July 7th. Cash reimbursement invoices received after July 7th for expenditures made prior to July 1st cannot be processed and those expenditures will become the responsibility of Subrecipient.

35. Subrecipient program income. Subrecipient understands and agrees that NMCVRC and OVW have responsibility for approval of program income earned by Subrecipient and any sub-subrecipient. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of Award. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to subaward, Subrecipient must seek approval from the NMCVRC prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by NMCVRC must be reported by Subrecipient, and any sub-subrecipient at any tier, to the NMCVRC so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, Subrecipient must have approval provided by NMCVRC/OVW by the end of the project period. Failure to comply with these requirements may result in audit findings for NMCVRC, Subrecipient and any sub-subrecipient at any tier.

36. Misuse of award funds. Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

37. Consultant compensation rates. Subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, Subrecipient must submit to NMCVRC a detailed justification and have such justification approved by OVW through NMCVRC, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Subrecipient is required to maintain documentation to support all daily or hourly consultant rates. See clause 57 below for further information.

38. STOP VAWA funding cannot be used to purchase food and/or beverages for any meeting, conference, training or other event, except if the following applies:

    - the location of the event is not in close proximity to food establishments;
    - if not serving food will significantly lengthen the day or necessitate extending the meeting;
    - if a special presentation at a conference requires a plenary address where there is no other time for food to be attained; or
    - other extenuating circumstances which necessitate the provision of food.

    If any of these circumstances apply, Subrecipient must submit a written request for approval to NMCVRC at least thirty (30) days prior to the event.

39. The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient should contact NMCVRC for guidance.

40. Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ and NMCVRC encourage the Subrecipient, and any applicable sub-subrecipient at any tier, to adopt and enforce policies banning employees from text messaging while driving.

41. Subrecipient agrees to maintain and furnish to NMCVRC, DOJ, Office of Chief Financial Officer (OCFO) and OVW upon request, detailed financial accounting and supportive records of expenditures and use of matching funds.

42. Subrecipient agrees to allow NMCVRC, DOJ, OCFO, and OVW access to the grant-funded project's documentation, redacted client files and other sources in order to determine that funds are being utilized in accordance with funding/contractual agreements and state and federal guidelines.

43. Subrecipient agrees that all equipment and/or technology purchased with grant funds will be used solely for the purpose purchased and for the life of the equipment and/or technology following the end of the grant budget period. Equipment purchased with grant funds shall be tagged and tracked in an organized inventory. Subrecipient agrees to notify NMCVRC of any changes regarding the use or distribution of equipment or technology purchased with Award funds.

44. Subrecipient agrees to provide NMCVRC with an annual agency financial audit. Subrecipient will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the Award period.

45. Effect of failure to address audit issues. Subrecipient understands and agrees that NMCVRC may withhold Award funds, or may impose other related requirements, if (as determined by NMCVRC and OVW) Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or terms of the Award), or other outstanding issues that arise in connection with audits, investigations, site visits, financial or programmatic monitoring findings or reviews of NMCVRC awards.

46. Performance progress reports and final report submission. Subrecipient agrees to provide NMCVRC with specific information regarding subawards made under this Award. Subrecipient will submit an annual report that includes:

    - an assessment of whether stated goals and objectives were achieved;
    - information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served;
    - information on each subaward made; and
    - such other information as NMCVRC may prescribe.

    Subrecipient, and any applicable sub-subrecipients at any tier, are required to submit this report after the end of each calendar year and no later than March 1st each year. Subrecipient must use the designated forms and/or systems made available by NMCVRC for performance reporting, which identify the information that Subrecipient and any sub-subrecipient must collect and report as a condition of receiving funding under this Award. A final report is due 90 days after the end of the project period. This report must be submitted to NMCVRC with the Report Type marked "final," unless and until NMCVRC issues updated instructions for report submission.

47. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct. Subrecipient must promptly refer to NMCVRC and the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award:

    (a) submitted a claim that violates the False Claims Act; or

(b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

(a) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online");
(b) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; or
(c) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

48. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

49. Compliance with DOJ regulations to civil rights and nondiscrimination – 28 C.F.R. Part 38. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38, which includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient's organizations that engage in or conduct explicitly religious activities as well as rules and requirements that pertain to subrecipients and sub-subrecipients that are faith base or religious organizations.

50. Compliance with DOJ regulations to civil rights and nondiscrimination – 28 C.F.R. Part 54. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

51. Compliance with serving victims with limited English proficiency (LEP). In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited LEP. See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41.455 (2002). For more information on the civil rights responsibilities that subrecipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

52. Limited English Proficiency (LEP) and accessibility plan. All subrecipients that are working with victims must have a LEP and accessibility plan and policy in place and in practice to ensure that LEP persons, d/Deaf and hard of hearing, and individuals with disabilities have meaningful access to services. All staff must be provided with a copy of this plan and be trained on how to implement the policy and procedures.

53. Activities that compromise victim safety and recovery or undermine offender accountability. Subrecipient agrees that Award funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as:

(a) procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;
(b) procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;

(c) procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.);
(d) procedures or policies that fail to ensure service providers conduct safety planning with victims;
(e) project design and budgets that fail to account for the access needs of participants with disabilities and participants who have Limited English Proficiency or are d/Deaf or hard of hearing; and
(f) any other activities outlined in the solicitation under which the approved application was submitted.

Subrecipient shall protect the confidentiality and privacy of persons receiving services, in accordance with STOP VAWA confidentiality provisions, 42 U.S.C.A. § 13925. Subrecipient agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Subrecipient also agrees to ensure that any subgrantees at any tier meet these requirements.

54. If compelled by court order to release personally identifying information or information collected in connection with services requested, utilized or denied through Subrecipient's programs, Subrecipient shall:
    (a) make reasonable attempts to provide notice to victims affected by the disclosure, and document in writing such attempts; and
    (b) take steps necessary to protect the privacy and safety of persons affected, and document in writing such necessary steps.

55. Requirement to report actual or imminent breach of personally identifiable information (PII). Subrecipient must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it:

    (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as definedin 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity: or
    (b) uses or operates a Federal information system (as defined in OMB Circular A-130).

    Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an NMCVRC no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

56. Training Guiding Principles. Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this Award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

57. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. Subrecipient must comply with all applicable laws, regulations. policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide as posted on the OVW website (https://www.ojp.gov/funding/financialguidedoj/overview).

58. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year. Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at

https://www.justice.gov/ovw/awardconditions and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by Subrecipient might fall within the scope of an appropriations-law restriction, Subrecipient is to contact NMCVRC for guidance, and may not proceed without the express prior written approval of NMCVRC, who will seek OVW guidance.

59. Restrictions and certifications regarding non-disclosure agreements and related matters
No Subrecipient under this Award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or sub-subrecipient to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award (NMCVRC), to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, Subrecipient represents that it neither requires nor has required internal confidentiality agreements or statements from employees or sub-subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or sub-subrecipients from reporting waste, fraud, or abuse as described above; and certifies that, if it learns or is notified that it is or has been requiring its employees or sub-subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Award funds, will provide prompt written notification to NMCVRC and the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
B. If Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both — it represents that — it has determined that no other entity that Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or sub-subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or sub-subrecipients from reporting waste, fraud, or abuse as described above; and it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and it certifies that, if it learns or is notified that any sub-subrecipient entity that receives funds under this award is or has been requiring its employees or sub-subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

60. Confidentiality and information sharing. Subrecipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. Subrecipient will ensure that all their sub-subrecipients at any tier meet these requirements.

61. Publication disclaimer. Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from Award activities shall contain the following statement: "This project was supported by Grant No. 15JOVW-22-GG-00441-STOP awarded by NMCVRC, OVW, and U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this condition.

62. Publications disclaimer for STOP Formula subrecipients. Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. 15JOVW-22-GG-00441-STOP awarded by NMCVRC, OVW, and U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

63. Subrecipient understands and agrees that it has a responsibility to monitor its sub-subrecipients' compliance with applicable federal civil rights laws.

64. Requirements for subrecipients providing legal assistance. Subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Award has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) Subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence or child sexual abuse is an issue. Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this condition.

65. Nonprofit status of subrecipients. NMCVRC will verify that Subrecipient, and any sub-subrecipients at any tier, except governmental rape crisis centers and tribal governmental programs, are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

66. Copyrighted works. Pursuant to 2 C.F.R. 200.315(b), Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award. NMCVRC and OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. In addition, the Subrecipient must obtain advance written approval from NMCVRC, and must comply with all conditions specified by NMCVRC in connection with that approval before:

    (a) using award funds to purchase ownership of, or a license to use, a copyrighted work; or
    (b) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

    It is the responsibility of Subrecipient to ensure that this condition is included in any subaward, contract or subcontract under this award.

67. Compliance with statutory and regulatory requirements: Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act

Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

68. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and NMCVRC and OVW authority to terminate award). Subrecipient, and any sub-subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient, sub-subrecipients, or individuals defined (for purposes of this condition) as "employees" of Subrecipient or of any sub-subrecipient.

    The details of Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)) and are incorporated by reference here.

69. Determinations of suitability to interact with participating minors. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by NMCVRC, Subrecipient and any sub-subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

    NMCVRC, Subrecipient, and any sub-subrecipient at any tier, must make determinations of suitability before employees, volunteers, contractors or consultants may interact with minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

70. Requirements related to System for Award Management and unique entity identifiers. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, aswell as maintaining current information in SAM.

    Subrecipient also must comply with applicable restrictions on subawards to first-tier sub-subrecipients, including restrictions on subawards to entities that do not acquire and provide (to Subrecipient) the unique entity identifier required for SAM registration.

    The details of Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System forAward Management (SAM) and unique entity identifiers), and are incorporated by reference here.

71. Termination or suspension. The Director of NMCVRC upon a finding that there (1) has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the subrecipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the subrecipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

72. Ongoing compliance with statutory certifications. Subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the Award period and that, at a minimum, a hold may be placed on Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims).

Noncompliance with any of the foregoing may also result in termination or suspension of the Award or other remedial measures, in accordance with applicable laws and regulations.

73. Match requirement. Subrecipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. Victim service providers receiving STOP subawards for the purpose of providing victim services and Tribes receiving STOP subawards will not be required to provide matching dollars. If Subrecipient is a victim service provider that is a nonprofit organization, Subrecipient must be a nonprofit organization as described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from taxation under section 501(a) of that Code. Subrecipients that are not exempt victim service providers will provide no less than 25 percent matching funds for subaward unless granted a match waiver by CVRC.

74. Limitation on use of funds for awareness and public education. Subrecipient agrees that its Award may not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking. If it is within the scope of work, funds may be used to support, inform, and provide outreach about available services.

75. Prohibition on tort litigation. In accordance with 34 U.S.C. 12291 (b) Subrecipient agrees to not use funds under the STOP Program to fund civil representation in a lawsuit based on a tort claim. This paragraph should not be construed as a prohibition on providing assistance to obtain restitution in a protection order or criminal case.

76. Limitation on use of funds to approved activities. The Subrecipient agrees that grant funds will be used only for the purposes described in the Subrecipient's application, unless NMCVRC determines that any of these activities are out of scope or unallowable. The Subrecipient must not undertake any work or activities that are not described in the Subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from NMCVRC.

All guidelines as described in the STOP VAWA Program Guidelines must be followed. The above may be waived with written approval. The above Special Conditions become part of the Award and are accepted by Subrecipient.

Organizations which do not adhere to these Special Conditions, will be in violation of the terms of this Grant, and the STOP VAWA Formula Award will be subject to appropriate administrative action, including withholding of funds or possible termination of the Grant Award.

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant Award as of the date of the signature of the required approval authorities below.

CITY OF SANTA FE:

Layla Archuletta Maestas
Layla Archuletta Maestas (Aug 1, 2024 15:53 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Aug 1, 2024

RATIFIED ON THIS DATE: _____
BY:

_____
ALAN WEBBER, MAYOR
SIGNED PURSUANT TO SFCC 11-4(F)(2)

DATE: _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

_____ Jul 31, 2024
ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster
_____
EMILY OSTER, FINANCE DIRECTOR

Signature: Marcella Apodaca

Email: maapodaca1@santafenm.gov

Signature: Maria Tucker

Email: metucker@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/23/2024

Project Title: STOP Violence Against Women Grant Program

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2524001
Grant ID: F2510
Approved By: MB 07/30/2024
(Finance Use Only)

Department: Community Health and Safety Project Manager: Julie Sanchez Ext: 6678

Project Date Range: 07/01/2024 to 06/30/2024 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: CVRC STOP VAWA GRANT % of Funding: _____

MUNIS ORG: 2400122 MUNIS OBJ: 490555 Awarded Amount: $63,938

Funding Source: Local Match % of Funding: _____

MUNIS ORG: 2560122 MUNIS OBJ: _____ Awarded Amount: $21,313

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Please see attached document

Grants Only (list all grants if applicable):

Grantor Name: DOJ-VAWA 15JOVW-23-GG-00591 Awarded Amount: 63938.00

AR Charge Code: 2400122.490555 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: DOJ VAWA/P.THRU NM CVRC Federal CFDA (if applicable): 16.588

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Signature: Matthew Bonifer
Matthew Bonifer (Jul 30, 2024 15:09 MDT)

Email: mtbonifer@santafenm.gov

CITY OF SANTA FE
NEW Position Budget Analysis[1]

(All gold fields MUST be filled out)

Date of Request:	7/15/2024	**Submitted By:**	Julie Sanchez
Department:	Community Health and Safety	**Division:**	Youth and Family Services
Org Code:	2400122	**Percent Charged:[2]**	100.0%
Proposed Range:	110	**FTE % (100% = FT):[3]**	100.0%
# of Effective Pay Periods (1 to 26):[4]	18	**Proposed Hourly:**	$ 27.295
Within Range?[5]	#N/A		
UNION STATUS:	NON-UNION	**Total Annual Hours:**	1,440
Annual Salary:	$ 56,774		

SALARY/BENEFITS - $ IMPACT | ***Amounts to Budget***

Description	Object	Increase / (Decrease)
Salaries	500110	$ 39,305
FICA/Medicare	503100	$ 3,007
Retirement (PERA)	503150	$ 8,858
Med/Life	503200	$ 10,601
Retiree Health Care	503250	$ 786
Workers' Comp	503350	$ 393
Dental	503400	$ 367
TOTAL		**$ 63,317**

For Budget Use Only

Budget Log #

Comments/Justification *(use multiple lines below if needed):*

Hourly rate $27.295 for Domestic Violence Response Specialist position to be created with Grant Funding.

Department Director Approval (signature)

Budget Approval (signature)

City of Santa Fe, New Mexico
Human Resources Action Request Form

Employee Last Name	Employee First Name	Employee No.	Employee Phone No.
Position Only			

Action Requested

Request to Hire:	Separations:	Requested Change:	
☐ New Hire	☐ Resignation (Letter Required)	☐ Promotion	☐ Add Incentive Pay
☐ Re-Employment	☐ With Notice	☐ Reclassification	☐ Deduct Incentive Pay
	☐ Without Notice	☐ Transfer	☐ Temporary Salary Increase
Proposed Effective Date for Hiring:	☐ Retirement	☐ Salary Increase	☐ End of Temporary Salary Increase
	☐ Termination	☐ Salary Decrease	☐ Temporary Promotion
	☐ Death	☐ Longevity Increase	☐ End of Temporary Promotion
	☐ Expiration of Appointment	☐ Probation Completion	☐ Change Pay Range
	☐ Expiration of Temporary Assignment	☐ Extend Probation	☐ Change Fund or Business Unit
	☐ Expiration of Term Assignment	☐ Demotion	☐ Leave of Absence (More than 10 Days)
	☐ Other:	☐ Voluntary Demotion	☒ Other: Provide thorough explanation

Comments: Create Full-time Term Position.

	Current Information	Proposed Information
Department:		Community Health and Safety/Community Services
Division:		Youth and Family
Position Title:		Domestic Violence Response Specialist
Position Number:		
Fund:		240
Business Unit:		2400122
Position Status:	☐ Elected Official ☐ Exempt ☐ Classified ☐ Term ☐ Probationary ☐ Temporary ☐ Less than 3 months ☐ 3 - 5 months ☐ 6 - 12 months	☐ Elected Official ☐ Exempt ☐ Classified ☒ Term ☐ Probationary ☐ Temporary ☐ Less than 3 months ☐ 3 - 5 months ☐ 6 - 12 months
Scheduled Hours:	☐ Full-Time ☐ Part-Time 1-15 hrs./week ☐ Part-Time 16-39 hrs./week	☒ Full-Time ☐ Part-Time 1-15 hrs./week ☐ Part-Time 16-39 hrs./week
F.L.S.A Status:	☐ Exempt ☐ Non-Exempt ☐ Partial Exemption	☒ Exempt ☐ Non-Exempt ☐ Partial Exemption
Union Status:	☐ AFSCME ☐ SFFA ☐ POA ☐ Non-Union	☐ AFSCME ☐ SFFA ☐ POA ☒ Non-Union
Probationary Union Status:	☐ P-AFSCME ☐ P-SFFA ☐ P-POA ☐ P-Non-Union	☐ P-AFSCME ☐ P-SFFA ☐ P-POA ☒ P-Non-Union
Pay Range:		110
Hourly Rate:		$27.2950
Supervisor Name/Employee ID No.:	Payroll Admin:	Payroll Admin:
Location & Payroll Information:	Location Code: Payroll Code:	Location Code: Payroll Code:
Work & Lunch Hr. Schedule:	Lunch Hr. Schedule: ☐ 0 ☐ 30 ☐ 60 Work Schedule:	Lunch Hr. Schedule: ☐ 0 ☐ 30 ☐ 60 Work Schedule:

DRAFT

Authorizations

① Division Director:	Date:	⑤ Budget Review: Budget Log #:	Date:
② Department Director:	Date:	⑥ Finance Director:	Date:
③ HR Review: HR Log #:	Date:	⑦ City Manager:	Date:
④ HR Director:	Date:	⑧ Employee Signature:	Date:

Effective Date:	HR Entry By:	Date Entered:	HR Audit By:	Date Audited:

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/Communtiy Services/Youth and Family Services Division	8/21/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Domestic Violence Response Team - Domestic Violence Response Specialist (Salaries)	2400122	500110	COM2524001	39305	
Domestic Violence Response Team - Domestic Violence Response Specialist (FICA/Medicare)	2400122	503100	COM2524001	3007	
Domestic Violence Response Team - Domestic Violence Response Specialist (Retirement/PERA)	2400122	503150	COM2524001	8858	
Domestic Violence Response Team - Domestic Violence Response Specialist (Med/Life)	2400122	503200	COM2524001	10601	
Domestic Violence Response Team - Domestic Violence Response Specialist (Retiree Health Care)	2400122	503250	COM2524001	786	
Domestic Violence Response Team - Domestic Violence Response Specialist (Workers Comp)	2400122	503350	COM2524001	393	
Domestic Violence Response Team - Domestic Violence Response Specialist (Dental)	2400122	503400	COM2524001	367	
Laptop/Cell phone (Operating Supplies)	2400122	530200	COM2524001	621	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DOJ - VAWA 15JOVW.23.GG.00591 DV FOR (FY25)	2400122	490555	COM2524001	(63,938)	
				0	$ -

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

NM CVRC VAWA GRANT AWARD FOR DOMESTIC VIOLENCE SERVICES FY25

{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 #:

Sierra Vigil-Trujillo	8/21/2024		
Prepared By *{print name}*	Date	Budget Officer	Date
	08/22/24		
Division Director Signature *{optional}*	Date	Finance Director *{≤ $5,000}*	Date
Department Director Signature	Date	City Manager *{≤ $60,000}*	Date

Signature: Marcella Apodaca

Email: maapodaca1@santafenm.gov

Signature: Maria Tucker (Sep 9, 2024 16:45 MDT)

Email: metucker@santafenm.gov

CITY OF SANTA FE

DATE: August 16, 2024

TO: Governing Body
Finance and Quality of Life Committee

VIA: Maria Sanchez-Tucker, Community Services Department Director MT
Marcella Apodaca, Community Services Business Operations Manager MA

FROM: Julie Sanchez, Youth and Family Services Division Director

ITEM AND ISSUE:
Request Approval of the State of New Mexico Crime Victims Reparation Commission (CVRC) STOP Violence Against Women Act (VAWA) Formula Grant Agreement #15JOVW-23-00591-STOP in the Amount of $63,938 with a required match of $21,313 to fund a full-time term position to respond to Domestic Violence in the City of Santa Fe. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov; Paul Joye, Chief of Police, pmjoye@santafenm.gov)

Request Approval of a Budget Amendment Resolution (BAR) to Allocate $63,938 from the 2024 CVRC Grant Agreement to FY25 Revenue and Expenses for the Domestic Violence Response Team.

BACKGROUND AND SUMMARY
The Santa Fe Police Department and the Youth and Family Services Division are collaborating to address the evolving safety needs in the City of Santa Fe. This partnership has launched initiatives focused on reducing violence through prevention, intervention, and education. By integrating traditional policing methods with innovative, community-centric strategies, this collaborative effort aims to enhance public safety, support victims, and prevent future incidents of violence. This unified approach represents a comprehensive strategy for community safety, combining the police department's depth of experience with the proactive community engagement initiatives of the Community Violence Prevention Program, demonstrating a strong commitment to fostering a safer and more resilient Santa Fe.

The primary goal of applying for this grant is to enhance support for victims and increase offender accountability in Santa Fe through the development of a specialized Domestic Violence-Specific Response Team (DVRT). Key objectives include training and deploying a team, including a domestic violence response specialist, and an intensive case manager by the second quarter of FY 2025. These efforts aim to establish a robust framework for addressing domestic violence effectively within the community.

The Youth and Family Services Division in partnership with the Santa Fe Police Department applied for a federal STOP Violence Against Women Act (VAWA) and Victims of Crime Act (VOCA) grant. The city received the grant agreements at the end of July, the VAWA grant will be used to fund a FTE term position at 10 months. Even though the grant term ends June 30th, 2025, the city has been invited to reapply for funding in early spring, at that time the grant will become reoccurring.

PROCUREMENT METHOD: N/A
The performance period ends June 30th, 2025.

FUNDING SOURCE:

2024 NM CVRC STOP VAWA Formula Grant Program
Project Ledger ID: COM2524001
Fund Name/Number: Human Service Fund/240
Munis Org Name/Number: 2400122
Munis Obj Name/Number: Dept. of Justice VAWA thru CVRC/490555

ACTION REQUESTED:
The Youth and Family Services Division respectfully requests your review and approval.

ATTACHMENTS:
Draft Workflow Plan
Job Description
#15JOVW-23-00591-STOP Grant Agreement
Project Ledger
New Position Salary Analysis
Draft Position Only HR Request Form
Summary of Contracts
Procurement Checklist
BAR

City of Santa Fe - Victim Support Services - Domestic Violence Response Team

STOP Violence Against Women Act (VAWA) Formula Grant Funding

RFP # 25-780-P707-00700 Webgants ID# 26911

Service Delivery Flow

The service delivery workflow for the Domestic Violence Response Team (DVRT) involves a highly coordinated effort between three key roles: the Advocate, the Case Manager, and the Domestic Violence Forensic Nurse Examiner (DV FNE). This collaborative approach ensures a seamless and supportive response from the initial contact through recovery. Initially, the Advocate provides emotional support and safety planning, and introduces the other team members' roles. The DV FNE steps in for forensic examinations and medical care as needed, while the Case Manager develops a comprehensive care plan addressing both immediate and long-term needs. Regular collaborative meetings and ongoing support ensure that care is well-coordinated and adaptive to the survivor's needs. The workflow culminates in empowering the survivor towards independence, with continuous evaluation and support adjustments by the team, and provision for feedback and future service access upon case closure. This structured process is pivotal in supporting survivors' journey to recovery and ensuring their safety and well-being.

Survivor's Initial Contact
↓
Advocate Engagement
↓
DV FNE Involvement
↓
Case Manager Introduction
↓
Case Manager Introduction
↓
Care Coordination
↓
Ongoing Evaluation
↓
Legal Support and Testimony
↓
Empowerment and Independence
↓
Closure and Feedback

Initial Contact and Response

1. Survivor's Initial Contact: The survivor reaches out for help or is referred to the DVRT by law enforcement, healthcare providers, or community agencies.

2. Advocate Engagement:

- The Advocate is the first to respond, providing immediate emotional support and safety planning.
- The Advocate explains the roles of the Case Manager and DV FNE and the services they offer, ensuring the survivor's consent and readiness to engage with each professional.

Forensic Examination and Medical Care

3. DV FNE Involvement:

- If the survivor has physical injuries or requires evidence collection, the Advocate coordinates with the DV FNE.
- The DV FNE conducts a forensic examination, collects evidence, provides necessary medical care, and documents findings, working closely with the survivor to ensure their comfort and consent throughout the process.

Case Management and Planning

4. Case Manager Introduction:

- Post-examination or initial contact, the Case Manager meets with the survivor to develop a comprehensive care plan.
- This plan includes immediate needs (medical, legal, shelter) and long-term goals (housing, employment, therapy).

Ongoing Support and Coordination

5. Care Coordination:

- The Case Manager coordinates services across different agencies, ensuring the survivor receives comprehensive care tailored to their needs.
- The Advocate continues to provide peer support, accompanies the survivor to appointments (legal proceedings, counseling), and offers ongoing psychoeducation on domestic violence.

6. Collaborative Meetings:

- Regular case review meetings are held between the Advocate, Case Manager, and DV FNE to discuss progress, barriers, and adjustments needed in the survivor's care plan.
- These meetings ensure a unified approach and continuous communication between the three roles.

Follow-Up and Evaluation

7. Ongoing Evaluation:

- The Case Manager regularly evaluates the effectiveness of the care plan, making adjustments as needed and involving the survivor in all decisions.
- The Advocate provides feedback on the survivor's emotional and social recovery, suggesting modifications to support services.

8. Legal Support and Testimony:

- The DV FNE may be called upon to provide expert testimony in legal proceedings related to the survivor's case.
- The Advocate and Case Manager support the survivor through the legal process, ensuring they have the necessary emotional and logistical support.

Survivor Empowerment and Closure

9. Empowerment and Independence:

- The DVRT focuses on empowering the survivor, gradually transitioning them to independence while ensuring they have access to ongoing support services as needed.
- Success is measured by the survivor's achievement of personal goals, a sense of safety and well-being, and their feedback on the support received.

10. Closure and Feedback:

- Once the survivor feels ready, formal involvement with the DVRT may conclude, with an opportunity for the survivor to provide feedback on their experience.
- The team provides the survivor with information on how to access services in the future if needed.

CITY OF SANTA FE

Domestic Violence Response Specialist

FLSA Status: *Exempt*
Union Status: *Non-Union*
Salary Grade: *110*
Safety Sensitive: *No*

General Definition of Work

The Domestic Violence Response Specialist provides essential support, education, and advocacy to survivors of domestic violence. This role involves direct interaction with survivors, offering peer support, and psychoeducation, through various processes related to survivorship. The advocate works closely with a multidisciplinary team to ensure a compassionate, informed, and coordinated response to survivors' needs.

Supervision Received

Works under the general direction of an assigned supervisor.

Supervision Exercised

None.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. A position may not include all of the duties listed and the listed examples are not an exhaustive list of the duties that may be found in a position of this class.

Essential Functions

- Offers empathetic, non-judgmental peer support to domestic violence survivors, creating a safe and supportive environment for sharing experiences and feelings.
- Provides survivors with information on the dynamics of domestic violence, coping mechanisms, and the psychological impact of trauma.
- Advocates for survivors as they receive other services, including legal assistance, medical care, and social services, advocating for the survivor's needs and rights.
- Responds to crisis situations with appropriate interventions and support, using trauma-informed care principles.
- Participates in community education and awareness initiatives to promote understanding of domestic violence and the resources available for survivors.
- Works closely with law enforcement, healthcare providers, legal professionals, and social services ensuring a coordinated and effective response to domestic violence cases.
- Work collaboratively with the Santa Fe Police Department to ensure a coordinated response to domestic violence incidents.
- Review incident reports and assess lethality risk.
- Follow up with survivors after law enforcement engagement to offer support and resources, ensuring their safety and well-being.
- Support law enforcement officers in their response to domestic violence cases through survivor engagement, consultation and providing trauma-informed guidance.
- Maintains accurate and confidential records of interactions with survivors, services provided, and progress notes.

Knowledge, Skills, and Abilities

- Attention to Detail – Ability to be thorough when performing work and conscientious about attending to detail.
- Deciding and Initiating Action – Takes responsibility for actions, projects, and people; makes quick, clear decisions which may include tough choices, after considering risks.
- Decision Making – Specifies goals and obstacles to achieving those goals, generates alternatives, considers risks, and evaluates and chooses the best alternative in order to make a determination, draw conclusions, or solve a problem.
- Delivering Results – Ability to set high standards for quality, quantity, and timelines. Focuses on customer needs and satisfaction. Consistently achieves project goals.
- Interpersonal Skills – Ability to show understanding, respect, friendliness, courtesy, tact, empathy, cooperation, concern, and politeness to others and relate well to different people from varied backgrounds and different situations.
- Learning – Uses efficient learning techniques to acquire and apply new knowledge and skills; uses training, feedback, or other opportunities for self-learning and development.
- Mathematical Reasoning – Solves practical problems by choosing appropriately from a variety of mathematical and statistical techniques.
- Reading – Understands and interprets written material, including technical material, rules, regulations, instructions, reports, charts, graphs, or tables; applies what is learned from written material to specific situations.
- Resilience – Deals effectively with pressure; remains optimistic and persistent, even under adversity. Recovers quickly from setbacks.
- Skills in computer software/applications/office technology- Knowledge of modern office practices, procedures, and the use of standard office equipment and machinery.
- Teaching Others – Helps others learn through formal or informal methods; provides resources to help teach others; acts as a mentor.
- Thinking Strategically – Thinks strategically and promotes best practices and leading-edge ideas.
- Writing – Writes in a clear, concise, and organized manner for the intended audience.
- Written Communication – Composes, reviews, edits, and issues written materials for diverse audiences and communicates purpose in a succinct and organized manner that is appropriate for context, time, and place.
- Familiarity with community resources and services for domestic violence survivors.

Education Requirement

Bachelor's Degree in a human services-related field.

Experience Requirement

One (1) year of experience in a support role for survivors of domestic violence or related field preferred.

Education and Experience Equivalency

One (1) year of the appropriate type and level of experience may be substituted for each required year of post-high school education.

Licensure and Certifications

- Must possess a valid driver's license.
- Peer Support Certification is desired.
- Trauma-Informed Care Training is desired.
- 40-hour Victims Services Certification within six (6) months of hire.

Special Requirements

- Must obtain and maintain a City of Santa Fe driving permit within three (3) months of hire.

Physical Requirements

- Tasks require a variety of physical activities such as sitting for long periods of time, walking, standing, bending, twisting, stooping, reaching, and lifting which may involve moderate physical demands.
- Requires the exertion of up to 25 pounds of force.
- Requires speaking or hearing and using hands to finger, handle or feel, requires sitting, standing, walking, stooping, kneeling, crouching, or crawling, reaching with hands and arms and lifting.
- Standard vision requirements.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly, or quickly.
- Hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound.
- Work requires preparing and analyzing written or computer data, using of measuring devices, operating motor vehicles, and observing general surroundings and activities.

Working Environment

- Work is performed in a typical office setting with appropriate climate controls.
- Work occasionally requires exposure to environmental conditions.
- Work is generally in a moderately noisy location (e.g., business office, light traffic).
- Requires close exposure to Video Display Terminals (VDTs) and Cathode Ray Tubes (CRTs).
- Irregular hours, must be able to work flexible hours, including some evenings and weekends.
- Travel to off-site locations is required for accompaniment and outreach activities.

EEO/ADA Compliance

The City of Santa Fe is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the City will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective employees and incumbents to discuss potential accommodations with the employer.

Veterans' Hiring Initiative

Pursuant to City of Santa Fe Resolution No. 2013-079, the City of Santa Fe Human Resources Department has implemented a Veterans' Hiring Initiative policy in order to provide opportunities for veterans who meet or exceed the minimum qualifications for city employment to obtain City employment. The Governing Body does not guarantee that a veteran shall be hired for the position being applied for, only that the veteran will be given an interview; and it does not intend to supersede or modify any collective bargaining agreement that is currently in place with the City of Santa Fe.

Job applicants who are veterans with an honorable discharge from the military or are members of the National Guard or Reserve who have successfully completed basic training, must use the Veterans' Certification Form to identify themselves and then must attach a copy of their DD214 or DD215 and/or their proof of current Active, Guard or Reserve enlistment in order to certify their status for the position in which applying for.

Applications must be submitted online at:

https://cityofsantafenmemployees.munisselfservice.com/employmentopportunities/default.aspx

Resumes will not be accepted in lieu of the city application form unless the position status is at-will. When required of the position, high school diploma/GED, college degree(s), certification(s), or license(s) must be attached at the time of submission of the application. Each applicant is considered only for the current vacancy indicated on the application submitted. It is the responsibility of the applicant to monitor any future openings and to submit a separate application for each position. Incomplete applications will not be considered. Applications become public record upon receipt and may be made available for public inspection upon request. Pre-placement physical exams, and drug and alcohol screenings are required for some positions.

This job announcement is not intended to be inclusive of all functions, responsibilities and qualifications associated with the position, however, representative of the essential job functions and typical criteria considered necessary to successfully perform the position. This position description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the position change.

Acknowledgement

This job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee.

I have read and understand the above job description. I verify that I meet the requirements and am able to perform the duties and responsibilities on this job description.

_____ _____

Print Employee Name Date

_____

Employee Signature

CITY OF SANTA FE

DATE: July 30, 2024

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Maria Sanchez-Tucker, Community Services Department Director MT
Marcella Apodaca, Business Operations Manager MA

FROM: Julie Sanchez, Youth and Family Services Division Director

ITEM AND ISSUE:
Request for the City Managers Approval of a STOP Violence Against Women Formula grant (#15JOVW-23-GG-00591-STOP) for FY25 in the Total Amount of $63,938.00 with a match of $21,313.00 for a full-time Domestic Violence Response Specialist.

BACKGROUND AND SUMMARY
The Santa Fe Police Department and Youth and Family Services Division are working in partnership to address a gap in response to victims of domestic violence. The funds are recurring once awarded and will cover the cost of a full-time position with benefits.

The State of New Mexico Crime Victims Reparation Commission awarded the City of Santa Fe on July 23rd 2024 with two grant allocations, this one has a deadline of execution of July 31st 2024, in order to get the grant agreement approved, get the position approved and hired we request the City Managers signature to jump start the process.

The anticipated packet approval date from the governing body is August 14th.

ACTION REQUESTED:
The Youth and Family Services Division respectfully requests your review and approval.

STATE OF NEW MEXICO
CRIME VICTIMS REPARATION COMMISSION

MICHELLE LUJAN GRISHAM
GOVERNOR

FRANK ZUBIA
DIRECTOR

July 18, 2024

RE: STOP Violence Against Women Formula Grant Program
Final Award Contract Federal Grant #15JOVW-23-GG-00591-STOP

Dear City of Santa Fe:

Congratulations on your agency being selected to receive a STOP Violence Against Women Act (STOP VAWA) federal subgrant award. The final approved award amount is $63,938.00 and the required match is $21,313.00. This award period begins July 1, 2024 and end June 30, 2025. This funding is for one year.

Carefully read the attached special conditions and contract. Please digitally sign and return the contract via email by July 31, 2024. You will have access to the award in WebGrants on or before the first invoice is due on August 12, 2024. If you would like technical assistance, please contact me at (505) 709-0485 or Kristin.Wood-Hegner@cvrc.nm.gov or Grants Bureau Chief, Donna Richmond, at (505) 795-4486 or Donna.Richmond@cvrc.nm.gov.

As part of our grant monitoring policies and procedures we are in the process of reviewing or have reviewed your agency's most recent audit report. Audit reports are reviewed in their entirety. Agencies with unfavorable audit reports issued, material weaknesses, and/or significant deficiencies will have additional monitoring requirements.

- Your agency must maintain all source documents on file and be able to present them for desk or site audit.
- Submit invoices monthly.
- Submit time and activity sheets for all federal and match employees.

We appreciate your assistance and compliance with the additional financial monitoring within your agency. It is our collective duty to ensure that we are all good stewards of the funding we monitor and receive.

If you have any questions or need any technical assistance during the grant year, please do not hesitate to contact our office. We look forward to working with you this year.

Sincerely,

K Hegner

Kristin Wood-Hegner
VAWA Grant Administrator
New Mexico Crime Victims Reparation Commission
Kristin.Wood-Hegner@cvrc.nm.gov
(505) 709-0485

CVRC NEW MEXICO	**STATE OF NEW MEXICO** **CRIME VICTIMS REPARATION COMMISSION** **STOP Violence Against Women Formula Grant Program**	Subrecipient Award FY2025

1. SUBRECIPIENT NAME AND ADDRESS (Including Zip Code) City of Santa Fe PO Box 909 Santa Fe, NM 87501	6. PROJECT TITLE OVW FY 2023 STOP Violence Against Women Formula Grant Program
	7. FEDERAL AWARD NUMBER: 15JOVW-23-GG-00591-STOP
2. SUBRECIPIENT IRS/TAX ID NO. 85-6000168	8. AWARD EFFECTIVE: 07/01/2024
3. SUBRECIPIENT UEI NO. QLN2YKMMJ8X6	9. SUBGRANT AWARD NUMBER: 2025-WF-231
4. APPROVED INDIRECT COST RATE (IF APPLICABLE) NA	10. PROJECT PERIOD: FROM 07/01/2024 TO 06/30/2025 BUDGET PERIOD: FROM 07/01/2024 TO 06/30/2025
5. METHOD OF PAYMENT Reimbursement	11. PREVIOUS AWARD AMOUNT: $0.00
	12. SUBRECIPIENT FEDERAL AWARD AMOUNT: $63,938.00 SUBRECIPIENT MATCH REQUIREMENT: $21,313.00 TOTAL FEDERAL AWARD: $21,313.00

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 34 U.S.C. §§ 10441, 10446 – 10451 (OVW-STOP) The New Mexico Crime Victims Reparation Commission FY25 STOP VAWA Formula Grant in the amount of $1,464,308.00 for the award period 07/01/2023 to 6/30/2025, the Subrecipient federal award amount for this project period comes from this federal allocation.

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.588 - Violence Against Women Formula Grants

15. SPECIAL CONDITIONS
This award is not a R & D award. The above subgrant project is approved subject to such conditions or limitations as are set forth on the attached page(s).

16. City of Santa Fe signifies acceptance of this STOP VAWA Formula award in accordance with the applicable rules and regulations as set forth in the State and Federal Guidelines and in adherence to the special conditions provided.

AGENCY APPROVAL	SUBRECIPIENT ACCEPTANCE
17. NMCVRC AUTHORIZED OFFICAL Frank Zubia, Director	21. NAME AND TITLE OF SUBRECIPIENT FINANCIAL POINT OF CONTACT Emily Oster, Finance Director
18. SIGNATURE OF AUTHORIZED OFFICIAL	22. SIGNATURE OF SUBRCIPIENT FINANCIAL POINT OF CONTACT Emily K. Oster
19. NMCVRC COMMISSION CHAIR Allyn Summa, Chairwoman	23. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT OFFICIAL Layla Archuleta-Maestas, Deputy City Manager
20. SIGNATURE OF COMMISSION CHAIR	24. SIGNATURE OF AUTHORIZED SUBRECIPIENT OFFICIAL Layla Archuletta-Maestas Layla Archuletta-Maestas (Aug 2, 2024 10:36 MDT)

New Mexico Crime Victims Reparations Commission
STOP VAWA Formula Grant Program
Subrecipient Grant Agreement

BETWEEN: New Mexico Crime Victims Reparations Commission (Recipient)
6200 Uptown Blvd NE, Suite 210
Albuquerque, NM 87110

AND: City of Santa Fe (Subrecipient)
PO Box 909
Santa Fe, NM 87501

PROJECT START DATE: July 1st, 2024

Grant Award Provisions

1. Legal Basis of Award. Pursuant to 10 NMAC 40.3, NMCVRC is authorized to enter into a grant agreement and to make an award, from funds received under the federal Violence Against Women Reauthorization Act of 2013 ("VAWA"), to Subrecipient for the purposes set forth herein.

2. Agreement Parties. This Grant Award Agreement, hereafter referred to as "Award," is between NMCVRC and the forenamed Subrecipient.

3. Effective Date. When all parties have duly executed this Award, and all necessary approvals have been obtained, this Award shall be effective and have a Project start date of **July 1st, 2024** and a Project end date of **June 30th, 2025**.

4. Subrecipient Administration. By signing and agreeing to this Award, Subrecipient will administer the project for which this Award is given in accordance with the applicable rules, regulations and conditions as set forth in Federal and State Guidelines. In addition, the following Special Conditions must be followed. By accepting this Award, the Subrecipient assumes the following administrative and financial responsibilities:
   - I. PAYMENT: Payment is on a reimbursement basis.
   - II. TERMINATION: This Award may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty days prior to the intended date of termination.
   - III. RECORDS AND AUDIT: Detailed expenditure records must be maintained. These records shall be subject to inspection by the New Mexico Crime Victims Reparation Commission (NMCVRC) and its representative(s), and the United States Department of Justice (DOJ), Office of Justice Programs (OJP), Office for Violence Against Women (OVW). NMCVRC shall have the right to audit the expenditures both before and after payment. Payment under this Award shall not foreclose the right of NMCVRC to recover excessive and/or illegal payments.
   - IV. ASSIGNMENT: Subrecipient shall not assign or transfer any interest in the Award without prior written approval from NMCVRC.
   - V. AMENDMENTS: This Award shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto.
   - VI. EQUAL OPPORTUNITY COMPLIANCE: Subrecipient agrees to abide by all Federal and State laws, rules and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. Subrecipient agrees that no person shall, on the basis of actual or perceived race, color, national origin, sex, religion, sexual preference, age or handicap, be excluded from employment with or participation in, be denied services, or be otherwise subjected to discrimination under any program or activity performed under this agreement. The Subrecipient agrees to submit an Office for Civil Rights certification of compliance form within 45 days of the beginning date of the Award.
   - VII. EFFECTIVE DATE: The start and end dates of the STOP VAWA grant are set forth in the approved program of the State of New Mexico Grant Application. Organizations that do not

adhere to these responsibilities will be in violation of the terms of this Award and STOP VAWA Award will be subject to appropriate administrative action, including withholding of funds or possible cancellation of Award. **This award may be used for a period starting July 1st, 2024, and terminating on June 30, 2025.**

The above Special Conditions become part of the Grant Award and are accepted by Subrecipient.

By accepting this Award, Subrecipient assumes the following administrative and financial responsibilities:

1. The terms of this Award are contingent upon sufficient appropriations and authorization being made by the Office on Violence Against Women, for the performance of this Award. If OVW does not make sufficient appropriations and authorization, this Award shall terminate upon written notice being given by NMCVRC to Subrecipient.

2. Subrecipient must comply with specifications outlined in the solicitation under which the approved application was submitted. The program solicitation is hereby incorporated by reference into this Award.

3. The Primary Project Components (Project Plan) will guide the scope of work.

4. Project staff and consultants must be provided a copy of the project proposal and budget. In addition, the program manager agrees to disseminate project information to the project staff.

5. Subrecipient shall notify NMCVRC of all staff changes within three business days. Prior to the final selection of personnel to be hired or matched with grant funds, Subrecipient agrees to provide NMCVRC with the names and resumes of the candidates recommended for hiring for prior approval. Project staff resumes, including staff being used as match, must be submitted to NMCVRC for reimbursement for expenditures to occur. Replacement of any Subrecipient personnel, if approved, shall be with personnel of equal ability, experience and qualifications. Approval of replacement personnel shall not be unreasonably withheld. NMCVRC shall retain the right to request the removal of any of the Subrecipient's personnel at any time.

6. Subrecipient agrees to complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Verification Form (I-9). This form will be used to verify that persons are eligible to work in the United States.

7. Subrecipient agrees to comply with state laws and rules applicable to workers' compensation benefits for their employees. If the Subrecipient fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Award may be terminated by NMCVRC.

8. Unless a waiver is granted, the authorized official, financial point of contact, project manager and anyone completing quarterly progress and/or financial reports must attend NMCVRC VAWA Grant Reporting training at least once during the Award period.

9. Subrecipient agrees that the Program Manager or appropriate designee shall attend the NMCVRC's Subgrantee Civil Rights Compliance training or webinar and agrees to disseminate this information to funded staff and volunteers. Subrecipient must also comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of the Subrecipient, or individuals defined (for purposes of this condition) as employees of the Subrecipient.

10. Any Subrecipient staff providing direct services to victims shall attend a minimum of one Victim Compensation Workshop held by NMCVRC during the Award.

11. Subrecipient agrees to cooperate and coordinate services with other VAWA-funded programs and other service providers in their region that serve victims of domestic violence, sexual assault, stalking and/or dating violence.

12. If applicable, Subrecipient agrees to provide data to the New Mexico Interpersonal Violence Data Central Repository.

13. For the purpose of this contract, the definition of domestic violence is limited to the federal definition that can be found at www.justice.gov/ovw/domestic-violence.

14. Subrecipient agrees to **inform** all potentially eligible victims about crime victims' compensation, **assist all eligible victims in filling out** the application and **assist in submission** of applications to NMCVRC. In addition, Subrecipient agrees to assist NMCVRC staff regarding compensation inquiries.

15. Subrecipient agrees to inform and assist eligible victims of crime with New Mexico's Statewide Automated Victim Information and Notification Services (VINE) which accesses information about the custody status of potential offenders, or a particular state and/or county inmate's release, transfer, or escape from participating agencies over the phone, through the internet, or by email. When applicable, Subrecipient agrees to inform and assist eligible victims of crime with the New Mexico SAVIN (State Automated Victim Information Notification) System, a free service that provides information to crime victims and any interested members of the public with case status and hearing notifications on criminal court cases in the State of New Mexico.

16. Subrecipient must permanently post grievance policies and procedures in a conspicuous place within the agency, and on their agency website; this posting must include the names and contact information for NMCVRC as an agency funder.

17. The Subrecipient, upon final payment of the amount due under this Award, releases NMCVRC from all liabilities, claims and obligations whatsoever arising from or under this Award.

18. Requirements of the Award; remedies for noncompliance or for materially false statements.
The conditions of this Award are material requirements of the Award. Compliance with any assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance also is a material requirement of this Award. By signing and accepting this Award on behalf of the Subrecipient, the authorized Subrecipient official accepts all material requirements of the Award, and specifically adopts, as if personally executed by the authorized Subrecipient official, all assurances or certifications submitted by or on behalf of the Subrecipient that relate to conduct during the period of performance. Failure to comply with any one or more of these Award requirements — whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the Award period — may result in NMCVRC taking appropriate action with respect to the Subrecipient and the Award. Appropriate action can include and is not restricted to: NMCVRC may withhold Award funds, disallow costs, suspend or terminate the Award. The DOJ, including OVW and NMCVRC may take other legal action as appropriate. Any materially false, fictitious or fraudulent statement to the state or federal government related to this Award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812). Should any provision of a requirement of this Award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this Award.

19. Quarterly reports will be received by NMCVRC no later than ten days after the end of the quarter and an annual progress report to be received no later than the due date. No faxed reports will be accepted. Late or inaccurate reporting will delay the payment process. Under the Government Performance and Results Act (GPRA), VAWA 2000 and subsequent legislation, Subrecipient is required to collect and maintain data that measures the effectiveness of their grant-funded activities. Accordingly, Subrecipient agrees to submit annual electronic progress reports on program activities and program effectiveness measures and to require submission of reports by sub-subrecipients.

20. Requirements to disclose whether Subrecipient is designated high-risk by a federal grant making agency.
If Subrecipient is designated high-risk by a federal grant making agency, currently or at any time during

the course of the period of performance under this Award, Subrecipient must disclose that fact and certain related information to NMCVRC. For purposes of this disclosure, high-risk includes any status under which a federal awarding agency provides additional oversight due to Subrecipient's past performance, or other programmatic or financial concerns. Subrecipient's disclosure must include the following: the name of the federal awarding agency that currently designates Subrecipient as high-risk, the date Subrecipient was designated high-risk, the high-risk point of contact at the federal awarding agency and the reasons for the high-risk status, as set out by the federal awarding agency.

(a) Potential imposition of additional requirements. Subrecipient agrees to comply with any additional requirements that may be imposed by NMCVRC/OVW during the period of performance for this Award, if Subrecipient is designated as high-risk for purposes of the DOJ high-risk grantee list.

21. Policy for response to workplace related incidents of sexual misconduct, domestic violence and dating violence. The Subrecipient, and any sub-subrecipient at any tier, must have a policy, or issue a policy within 270 days of the Award date, to address workplace-related incidents of sexual misconduct, domestic violence and dating violence involving an employee, volunteer, consultant or contractor. The details of this requirement are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

22. Availability of general terms and conditions on OVW website. Subrecipient agrees to follow the applicable set of general terms and conditions that are available at https://www.justice.gov/ovw/award-conditions. These do not supersede any specific conditions in this award document.

23. Compliance with solicitation requirements. Subrecipient agrees that it must comply with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (https://www.justice.gov/ovw/resources-and-faqs-grantees). The program solicitation, Companion Guide, and any program-specific FAQs are hereby incorporated by reference into this award.

24. VAWA 2013 nondiscrimination condition. Subrecipient acknowledges that 34 U.S.C. 12291(b)(13) prohibits subrecipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. Subrecipients may provide sex-segregated or sex-specific programming if doing so is necessary to the essential operations of the program, so long as the Subrecipient provides comparable services to those who cannot be provided with the sex-segregated or sex-specific programming. Subrecipient agrees that it will comply with this provision. Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this provision. See clause 50 below for further information.

25. Subrecipient agrees that grant funds will be used only for the purposes described in Subrecipient's application, unless NMCVRC determines that any of these activities are out of scope or unallowable. Subrecipient must not undertake any work or activities that are not described in Subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from NMCVRC.

26. Subrecipient product monitoring. Subrecipient agrees to monitor sub-subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety. Subrecipient also agrees to have NMCVRC monitor any material and products (written, visual or sound) developed with OVW formula grant program funding that falls within the scope of the grant program.

27. Restrictions on lobbying and policy development. Federal funds may not be used by Subrecipient, or any sub-subrecipient at any tier, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, in order to avoid

violation of 18 U.S.C. § 1913. Subrecipient, or any sub-subrecipient may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

Federal law generally prohibits federal funds awarded by OVW from being used by NMCVRC, Award Subrecipient, or any sub-subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by Subrecipient would or might fall within the scope of these prohibitions, Subrecipient is to contact NMCVRC who will contact OVW for guidance, and may not proceed without the express prior written approval of OVW. Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

28. Applicability of Part 200 Uniform Requirements and DOJ Grants Financial Guide. Subrecipient agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. Subrecipient agrees that all financial records pertinent to this Award, including the general accounting ledger and all supporting documents, are subject to review throughout the life of the Award, during the closeout process, and for three years after submission of the final Federal Financial Report (SF-425) or as long as the records are retained, whichever is longer, pursuant to 2 C.F.R. 200.333, 200.336.

29. Requirement to report potentially duplicative funding. If Subrecipient currently has other active awards of federal funds, or if Subrecipient receives any other award of federal funds during the period of performance for this Award, Subrecipient must promptly determine whether funds from any other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this Award. If so, Subrecipient must promptly notify NMCVRC in writing of the potential duplication, and, if requested by NMCVRC, must seek a budget modification or a grant adjustment to scope of project to eliminate any inappropriate duplication of funding.

30. Any out of state travel line items or categories that are not specifically itemized in the approved budget must receive prior approval from NMCVRC before any funds for these items are expended.

31. Subrecipient agrees to maintain separate accounts and accounting records for STOP VAWA funds. Maintaining project-based accounting records does not provide enough detail to track federal funds, therefore, STOP VAWA funds cannot be commingled with any other funding source.

32. The Subrecipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

33. Payment is reimbursement only. In order to receive payment, Subrecipient must submit an Invoice and Record of Match (in Excel format) reflecting expenditures of the previous month into https://nmcvrcgrants.com/ by 11:59 PM on or before the 10th of each month. If the 10th is on a Friday, weekend or holiday the deadline will be the following business day by 11:59 PM. If documentation is late or inaccurate, reimbursement will be delayed until the following month or until the submitted documentation is corrected, this may result in a change in subgrantee status to that of high-risk or probationary status.

34. Due to requirements by the NM Department of Finance Administration (DFA) all cash reimbursement invoices for grant expenditures made prior to June 30th will be due no later than July 7th. Cash reimbursement invoices received after July 7th for expenditures made prior to July 1st cannot be processed and those expenditures will become the responsibility of Subrecipient.

35. Subrecipient program income. Subrecipient understands and agrees that NMCVRC and OVW have responsibility for approval of program income earned by Subrecipient and any sub-subrecipient. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of Award. Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to subaward, Subrecipient must seek approval from the NMCVRC prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by NMCVRC must be reported by Subrecipient, and any sub-subrecipient at any tier, to the NMCVRC so that it is reported on the quarterly Federal Financial Report (SF-425) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, Subrecipient must have approval provided by NMCVRC/OVW by the end of the project period. Failure to comply with these requirements may result in audit findings for NMCVRC, Subrecipient and any sub-subrecipient at any tier.

36. Misuse of award funds. Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

37. Consultant compensation rates. Subrecipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of $81.25 per hour, not to exceed $650 per day. To exceed this specified maximum rate, Subrecipient must submit to NMCVRC a detailed justification and have such justification approved by OVW through NMCVRC, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of $81.25 per hour, not to exceed $650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, Subrecipient is required to maintain documentation to support all daily or hourly consultant rates. See clause 57 below for further information.

38. STOP VAWA funding cannot be used to purchase food and/or beverages for any meeting, conference, training or other event, except if the following applies:

    - the location of the event is not in close proximity to food establishments;
    - if not serving food will significantly lengthen the day or necessitate extending the meeting;
    - if a special presentation at a conference requires a plenary address where there is no other time for food to be attained; or
    - other extenuating circumstances which necessitate the provision of food.

    If any of these circumstances apply, Subrecipient must submit a written request for approval to NMCVRC at least thirty (30) days prior to the event.

39. The Subrecipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. The Subrecipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the Subrecipient should contact NMCVRC for guidance.

40. Encouragement of policies to ban text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ and NMCVRC encourage the Subrecipient, and any applicable sub-subrecipient at any tier, to adopt and enforce policies banning employees from text messaging while driving.

41. Subrecipient agrees to maintain and furnish to NMCVRC, DOJ, Office of Chief Financial Officer (OCFO) and OVW upon request, detailed financial accounting and supportive records of expenditures and use of matching funds.

42. Subrecipient agrees to allow NMCVRC, DOJ, OCFO, and OVW access to the grant-funded project's documentation, redacted client files and other sources in order to determine that funds are being utilized in accordance with funding/contractual agreements and state and federal guidelines.

43. Subrecipient agrees that all equipment and/or technology purchased with grant funds will be used solely for the purpose purchased and for the life of the equipment and/or technology following the end of the grant budget period. Equipment purchased with grant funds shall be tagged and tracked in an organized inventory. Subrecipient agrees to notify NMCVRC of any changes regarding the use or distribution of equipment or technology purchased with Award funds.

44. Subrecipient agrees to provide NMCVRC with an annual agency financial audit. Subrecipient will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements"), and the current edition of the DOJ Grants Financial Guide as posted on the OVW website to include any amendments made throughout the course of the Award period.

45. Effect of failure to address audit issues. Subrecipient understands and agrees that NMCVRC may withhold Award funds, or may impose other related requirements, if (as determined by NMCVRC and OVW) Subrecipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or terms of the Award), or other outstanding issues that arise in connection with audits, investigations, site visits, financial or programmatic monitoring findings or reviews of NMCVRC awards.

46. Performance progress reports and final report submission. Subrecipient agrees to provide NMCVRC with specific information regarding subawards made under this Award. Subrecipient will submit an annual report that includes:

    - an assessment of whether stated goals and objectives were achieved;
    - information on the effectiveness of activities carried out with grant funds, including the number of persons served and the number of persons seeking services who could not be served;
    - information on each subaward made; and
    - such other information as NMCVRC may prescribe.

    Subrecipient, and any applicable sub-subrecipients at any tier, are required to submit this report after the end of each calendar year and no later than March 1st each year. Subrecipient must use the designated forms and/or systems made available by NMCVRC for performance reporting, which identify the information that Subrecipient and any sub-subrecipient must collect and report as a condition of receiving funding under this Award. A final report is due 90 days after the end of the project period. This report must be submitted to NMCVRC with the Report Type marked "final," unless and until NMCVRC issues updated instructions for report submission.

47. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct. Subrecipient must promptly refer to NMCVRC and the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award:

    (a) submitted a claim that violates the False Claims Act; or

(b) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

(a) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online");
(b) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; or
(c) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

48. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination – 28 C.F.R. Part 42. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

49. Compliance with DOJ regulations to civil rights and nondiscrimination – 28 C.F.R. Part 38. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 38, which includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Subrecipient's organizations that engage in or conduct explicitly religious activities as well as rules and requirements that pertain to subrecipients and sub-subrecipients that are faith base or religious organizations.

50. Compliance with DOJ regulations to civil rights and nondiscrimination – 28 C.F.R. Part 54. Subrecipient must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

51. Compliance with serving victims with limited English proficiency (LEP). In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, subrecipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited LEP. See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons. 67 Fed. Reg. 41.455 (2002). For more information on the civil rights responsibilities that subrecipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

52. Limited English Proficiency (LEP) and accessibility plan. All subrecipients that are working with victims must have a LEP and accessibility plan and policy in place and in practice to ensure that LEP persons, d/Deaf and hard of hearing, and individuals with disabilities have meaningful access to services. All staff must be provided with a copy of this plan and be trained on how to implement the policy and procedures.

53. Activities that compromise victim safety and recovery or undermine offender accountability. Subrecipient agrees that Award funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as:

(a) procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children;
(b) procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services;

(c) procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement, seek civil or criminal remedies, etc.);
(d) procedures or policies that fail to ensure service providers conduct safety planning with victims;
(e) project design and budgets that fail to account for the access needs of participants with disabilities and participants who have Limited English Proficiency or are d/Deaf or hard of hearing; and
(f) any other activities outlined in the solicitation under which the approved application was submitted.

Subrecipient shall protect the confidentiality and privacy of persons receiving services, in accordance with STOP VAWA confidentiality provisions, 42 U.S.C.A. § 13925. Subrecipient agrees to comply with the provisions of 42 U.S.C. 13925(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Subrecipient also agrees to ensure that any subgrantees at any tier meet these requirements.

54. If compelled by court order to release personally identifying information or information collected in connection with services requested, utilized or denied through Subrecipient's programs, Subrecipient shall:
    (a) make reasonable attempts to provide notice to victims affected by the disclosure, and document in writing such attempts; and
    (b) take steps necessary to protect the privacy and safety of persons affected, and document in writing such necessary steps.

55. Requirement to report actual or imminent breach of personally identifiable information (PII). Subrecipient must have written procedures in place to respond in the event of an actual or imminent breach (as defined in OMB M-17-12) if it:

    (a) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of personally identifiable information (PII) (as definedin 2 C.F.R. 200.79) within the scope of an OVW grant-funded program or activity: or
    (b) uses or operates a Federal information system (as defined in OMB Circular A-130).

    Subrecipient's breach procedures must include a requirement to report actual or imminent breach of PII to an NMCVRC no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

56. Training Guiding Principles. Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this Award must adhere to the OVW Training Guiding Principles for Grantees and Subgrantees, available at https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary.

57. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events. Subrecipient must comply with all applicable laws, regulations. policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

    Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide as posted on the OVW website (https://www.ojp.gov/funding/financialguidedoj/overview).

58. Compliance with general appropriations-law restrictions on the use of federal funds for this fiscal year. Subrecipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, for each fiscal year, are set out at

https://www.justice.gov/ovw/awardconditions and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by Subrecipient might fall within the scope of an appropriations-law restriction, Subrecipient is to contact NMCVRC for guidance, and may not proceed without the express prior written approval of NMCVRC, who will seek OVW guidance.

59. Restrictions and certifications regarding non-disclosure agreements and related matters
No Subrecipient under this Award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or sub-subrecipient to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended and shall not be understood by the agency making this award (NMCVRC), to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

A. In accepting this award, Subrecipient represents that it neither requires nor has required internal confidentiality agreements or statements from employees or sub-subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or sub-subrecipients from reporting waste, fraud, or abuse as described above; and certifies that, if it learns or is notified that it is or has been requiring its employees or sub-subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of Award funds, will provide prompt written notification to NMCVRC and the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
B. If Subrecipient does or is authorized under this award to make subawards, procurement contracts, or both — it represents that — it has determined that no other entity that Subrecipient's application proposes may or will receive award funds (whether through a subaward, procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or sub-subrecipients that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or sub-subrecipients from reporting waste, fraud, or abuse as described above; and it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and it certifies that, if it learns or is notified that any sub-subrecipient entity that receives funds under this award is or has been requiring its employees or sub-subrecipients to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

60. Confidentiality and information sharing. Subrecipient agrees to comply with the provisions of 34 U.S.C. 12291(b)(2), non-disclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. Subrecipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. 12291(b)(2))" on the OVW website at https://www.justice.gov/ovw/resources-and-faqs-grantees. Subrecipient will ensure that all their sub-subrecipients at any tier meet these requirements.

61. Publication disclaimer. Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from Award activities shall contain the following statement: "This project was supported by Grant No. 15JOVW-22-GG-00441-STOP awarded by NMCVRC, OVW, and U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice." Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this condition.

62. Publications disclaimer for STOP Formula subrecipients. Subrecipient agrees that all materials and publications (written, web-based, audio-visual, or any other format) resulting from subaward activities shall contain the following statement: "This project was supported by Subgrant No. 15JOVW-22-GG-00441-STOP awarded by NMCVRC, OVW, and U.S. Department of Justice's STOP Formula Grant Program. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the state or the U.S. Department of Justice."

63. Subrecipient understands and agrees that it has a responsibility to monitor its sub-subrecipients' compliance with applicable federal civil rights laws.

64. Requirements for subrecipients providing legal assistance. Subrecipient agrees that the legal assistance eligibility requirements, as set forth below, are a continuing obligation on the part of the recipient. The legal assistance eligibility requirements are: (1) any person providing legal assistance through a program funded under this grant program (A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or (B) (i) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A); and (ii) has completed or will complete training in connection with domestic violence, dating violence, stalking, or sexual assault and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide; (2) any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate state, local, territorial, and tribal law enforcement officials; (3) any person or organization providing legal assistance through this Award has informed and will continue to inform state, local, territorial, or tribal domestic violence, dating violence, stalking, or sexual assault programs and coalitions, as well as appropriate state and local law enforcement officials of their work; and (4) Subrecipient's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, dating violence, domestic violence or child sexual abuse is an issue. Subrecipient also agrees to ensure that any sub-subrecipient at any tier will comply with this condition.

65. Nonprofit status of subrecipients. NMCVRC will verify that Subrecipient, and any sub-subrecipients at any tier, except governmental rape crisis centers and tribal governmental programs, are organizations that are described in section 501(c)(3) of the Internal Revenue Code of 1986 and are exempt from taxation under section 501(a) of that Code.

66. Copyrighted works. Pursuant to 2 C.F.R. 200.315(b), Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under the award. NMCVRC and OVW reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for federal purposes, and to authorize others to do so. In addition, the Subrecipient must obtain advance written approval from NMCVRC, and must comply with all conditions specified by NMCVRC in connection with that approval before:

    (a) using award funds to purchase ownership of, or a license to use, a copyrighted work; or
    (b) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

    It is the responsibility of Subrecipient to ensure that this condition is included in any subaward, contract or subcontract under this award.

67. Compliance with statutory and regulatory requirements: Subrecipient agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Violence Against Women Act

Reauthorization Act of 2022, P.L. 117-103, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. 10101 et seq., and OVW's implementing regulations at 28 CFR Part 90.

68. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and NMCVRC and OVW authority to terminate award). Subrecipient, and any sub-subrecipient at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Subrecipient, sub-subrecipients, or individuals defined (for purposes of this condition) as "employees" of Subrecipient or of any sub-subrecipient.

    The details of Subrecipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award Condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OVW authority to terminate award)) and are incorporated by reference here.

69. Determinations of suitability to interact with participating minors. This condition applies to this award if it is indicated - in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute - that a purpose of some or all of the activities to be carried out under the award (whether by NMCVRC, Subrecipient and any sub-subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

    NMCVRC, Subrecipient, and any sub-subrecipient at any tier, must make determinations of suitability before employees, volunteers, contractors or consultants may interact with minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OVW web site at https://www.justice.gov/ovw/award-conditions (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

70. Requirements related to System for Award Management and unique entity identifiers. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, aswell as maintaining current information in SAM.

    Subrecipient also must comply with applicable restrictions on subawards to first-tier sub-subrecipients, including restrictions on subawards to entities that do not acquire and provide (to Subrecipient) the unique entity identifier required for SAM registration.

    The details of Subrecipient's obligations related to SAM and to unique entity identifiers are posted on the OVW website at https://www.justice.gov/ovw/award-conditions (Award Condition: Requirements related to System forAward Management (SAM) and unique entity identifiers), and are incorporated by reference here.

71. Termination or suspension. The Director of NMCVRC upon a finding that there (1) has been substantial failure by the subrecipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, (2) has been failure by the subrecipient to make satisfactory progress toward the goals, objectives, or strategies set forth in the application, or (3) have been project changes proposed or implemented by the subrecipient to the extent that, if originally submitted, the application would not have been selected for funding, will terminate or suspend until the Director is satisfied that there is no longer such failure or changes, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis. The federal regulation providing uniform rules for termination of grants and cooperative agreements is 2 C.F.R. 200.340.

72. Ongoing compliance with statutory certifications. Subrecipient agrees that compliance with the statutory certification requirements is an ongoing responsibility during the Award period and that, at a minimum, a hold may be placed on Subrecipient's funds for noncompliance with any of the requirements of 34 U.S.C. 10449 (regarding rape exam payments), 34 U.S.C. 10449(e) (regarding judicial notification), 34 U.S.C. 10450 (regarding certain fees and costs), and 34 U.S.C. 10451 (regarding polygraphing of sexual assault victims).

Noncompliance with any of the foregoing may also result in termination or suspension of the Award or other remedial measures, in accordance with applicable laws and regulations.

73. Match requirement. Subrecipient agrees that the federal share of a grant made under the STOP Formula Program may not exceed 75 percent of the total costs of the total projects described in the application, including administrative costs. Victim service providers receiving STOP subawards for the purpose of providing victim services and Tribes receiving STOP subawards will not be required to provide matching dollars. If Subrecipient is a victim service provider that is a nonprofit organization, Subrecipient must be a nonprofit organization as described in section 501(c)(3) of the Internal Revenue Code of 1986 and exempt from taxation under section 501(a) of that Code. Subrecipients that are not exempt victim service providers will provide no less than 25 percent matching funds for subaward unless granted a match waiver by CVRC.

74. Limitation on use of funds for awareness and public education. Subrecipient agrees that its Award may not be used to conduct public awareness or community education campaigns or related activities to broadly address domestic violence, dating violence, sexual assault or stalking. If it is within the scope of work, funds may be used to support, inform, and provide outreach about available services.

75. Prohibition on tort litigation. In accordance with 34 U.S.C. 12291 (b) Subrecipient agrees to not use funds under the STOP Program to fund civil representation in a lawsuit based on a tort claim. This paragraph should not be construed as a prohibition on providing assistance to obtain restitution in a protection order or criminal case.

76. Limitation on use of funds to approved activities. The Subrecipient agrees that grant funds will be used only for the purposes described in the Subrecipient's application, unless NMCVRC determines that any of these activities are out of scope or unallowable. The Subrecipient must not undertake any work or activities that are not described in the Subrecipient's application, award documents, or approved budget, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from NMCVRC.

All guidelines as described in the STOP VAWA Program Guidelines must be followed. The above may be waived with written approval. The above Special Conditions become part of the Award and are accepted by Subrecipient.

Organizations which do not adhere to these Special Conditions, will be in violation of the terms of this Grant, and the STOP VAWA Formula Award will be subject to appropriate administrative action, including withholding of funds or possible termination of the Grant Award.

IN WITNESS WHEREOF, the City of Santa Fe has agreed to this Grant Award as of the date of the signature of the required approval authorities below.

CITY OF SANTA FE:

Layla Archuletta Maestas
Layla Archuletta Maestas (Aug 1, 2024 15:53 MDT)

JOHN BLAIR, CITY MANAGER

DATE: Aug 1, 2024

RATIFIED ON THIS DATE: _____
BY:

ALAN WEBBER, MAYOR
SIGNED PURSUANT TO SFCC 11-4(F)(2)

DATE: _____

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Jul 31, 2024

ASSISTANT CITY ATTORNEY

FINANCE:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

Signature: Marcella Apodaca

Email: maapodaca1@santafenm.gov

Signature: Maria Tucker

Email: metucker@santafenm.gov

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 07/23/2024

Project Title: STOP Violence Against Women Grant Program

Project Type: ☐ CIP ☑ Grant ☑ Internal Tracking

Project ID: COM2524001
Grant ID: F2510
Approved By: MB 07/30/2024
(Finance Use Only)

Department: Community Health and Safety Project Manager: Julie Sanchez Ext: 6678

Project Date Range: 07/01/2024 to 06/30/2024 ☐ Create Fixed Asset

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☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: CVRC STOP VAWA GRANT % of Funding: _____

MUNIS ORG: 2400122 MUNIS OBJ: 490555 Awarded Amount: $63,938

Funding Source: Local Match % of Funding: _____

MUNIS ORG: 2560122 MUNIS OBJ: _____ Awarded Amount: $21,313

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: _____ MUNIS ORG: _____ MUNIS OBJ: _____

Please see attached document

Grants Only (list all grants if applicable):

Grantor Name: DOJ-VAWA 15JOVW-23-GG-00591 Awarded Amount: 63938.00

AR Charge Code: 2400122.490555 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: DOJ VAWA/P.THRU NM CVRC Federal CFDA (if applicable): 16.588

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Signature: Matthew Bonifer
Matthew Bonifer (Jul 30, 2024 15:09 MDT)

Email: mtbonifer@santafenm.gov

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/Communtiy Services/Youth and Family Services Division	8/21/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				*{enter as positive #}*	*{enter as negative #}*
Domestic Violence Response Team - Domestic Violence Response Specialist (Salaries)	2400122	500110	COM2524001	39305	
Domestic Violence Response Team - Domestic Violence Response Specialist (FICA/Medicare)	2400122	503100	COM2524001	3007	
Domestic Violence Response Team - Domestic Violence Response Specialist (Retirement/PERA)	2400122	503150	COM2524001	8858	
Domestic Violence Response Team - Domestic Violence Response Specialist (Med/Life)	2400122	503200	COM2524001	10601	
Domestic Violence Response Team - Domestic Violence Response Specialist (Retiree Health Care)	2400122	503250	COM2524001	786	
Domestic Violence Response Team - Domestic Violence Response Specialist (Workers Comp)	2400122	503350	COM2524001	393	
Domestic Violence Response Team - Domestic Violence Response Specialist (Dental)	2400122	503400	COM2524001	367	
Laptop/Cell phone (Operating Supplies)	2400122	530200	COM2524001	621	
REVENUES				*{enter as negative #}*	*{enter as positive #}*
DOJ - VAWA 15JOVW.23.GG.00591 DV FOR (FY25)	2400122	490555	COM2524001	(63,938)	
				0	$ -

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

NM CVRC VAWA GRANT AWARD FOR DOMESTIC VIOLENCE SERVICES FY25

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

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

Sierra Vigil-Trujillo — 8/21/2024
Prepared By *{print name}* — Date

08/22/24
Division Director Signature *{optional}* — Date

Maria Tucker (Sep 23, 2024 09:19 MDT) — Sep 23, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date

Agenda Item #:

Andy Hopkins — Sep 20, 2024
Budget Officer — Date

Finance Director *{≤ $5,000}* — Date

City Manager *{≤ $60,000}* — Date

Signature: Marcella Apodaca

Email: maapodaca1@santafenm.gov

Signature: Maria Tucker (Sep 9, 2024 16:45 MDT)

Email: metucker@santafenm.gov

City of Santa Fe, New Mexico
Memorandum

Date: September 5, 2024

To: Quality of Life Committee
Finance Committee
Governing Body
Emily Oster, Finance Director EKO

From: Florence Frank, Bloomberg Harvard City Hall Fellow (Workforce Housing) FHF
Johanna Nelson, Interim Affordable Housing Director and Economic Development Director JN
Julie Sanchez, Youth and Family Services Division Director

CC:
Geralyn Cardenas, Interim City Clerk
Patricia Feghali, Assistant City Attorney
Cathy Thompson, Interim Grants Manager
Andrew Hopkins, Budget Officer
Kristin Woods, Youth and Family Services Program Manager

RE: Housing Infrastructure "Casa Connections" Grant

ACTION: Request for Approval of a Subrecipient Grant Agreement (# 22-ZG3512-3) with the New Mexico Department of Finance Authority's Local Government Division for a grant supporting housing conversations, renovation and construction to increase housing supply for residents coming out of homelessness in the amount of $2,000,000 (Florence Frank, Bloomberg Harvard City Hall Fellow, Affordable Housing, fhfrank@santafenm.gov, Johanna Nelson, Interim Housing Director, jcnelson@santafenm.gov, Julie Sanchez, Division Director, Youth and Family Services, jjsanchez@santafenm.gov).

Request for Approval of a Budget Adjustment Resolution (BAR) to Budget Revenue in the Amount of $2,000,000.00 from New Mexico Department of Finance Authority's Local Government Division for Affordable Housing Grants and Services for the County Club Apartments.

BACKGROUND AND SUMMARY: The state allocated over $8 million from their State and Local Fiscal Recovery Fund allocation (Assistance Listing 21.027) for housing conversion projects to increase the housing supply for residents with the highest affordability needs. The Community Development Department and the Community Health and Safety Department, through the Office of Affordable Housing and the Youth and Family Services Division,

collaborated on an application to secure this grant award to address barriers to affordable housing construction and preservation.

This initiative provides critical funding for a "shovel ready" project with the Santa Fe Civic Housing Authority at the Country Club Apartments at 5999 Airport Road. This property has fallen into disrepair, impacting residents' quality of life. This grant funding would allow for needed renovation and construction costs to improve and expand the property. This housing initiative achieves housing supply goals through preservation and moderate construction. The funding would be used for renovation and reconstruction costs to reconfigure the current unit-mix to best suit current residents, who are low-to moderate income at 60% AMI and below, and add new housing units. This funding award supports the additional funding sources to complete this project, which include a competitive 9% Low Income Housing Tax Credit Award from the Mortgage Finance Authority along with the New Mexico Housing Trust Fund, HOME, and the National Housing Trust Fund financing.

The Office of Affordable Housing will report on the project's outcomes and create a subrecipient agreement with the Santa Fe Civic Housing Authority to manage the project. The project will start in fiscal year 2025. This subrecipient agreement will contain the same scope of work and key provisions in this agreement to ensure that the City meets the Treasury's requirements of the State and Local Fiscal Recovery Fund rules. The Office of Affordable Housing anticipates that this subsequent agreement would come to the Governing Body this fall.

Funding source: NM Department of Finance and Administration, Local Government Division SLFRF FED P/T NMNMDFA Agreement # 22-ZG3512-3

Fund Name/Number: Affordable Housing/ 240
Org: 2400223
Object: 490210
Grant ID: S2530
Project Ledger ID: AFH2524020

ATTACHMENTS:

- Subrecipient Grant Agreement
- Project Ledger
- BAR
- Summary of Contract

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

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

DEPARTMENT / DIVISION NAME	DATE
Office of Affordable Housing	9/3/2024

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as positive #}	{enter as negative #}
Grants and Services	2400223	510400	AFH2524020	2,000,000	
REVENUES				{enter as negative #}	{enter as positive #}
Affordable Housing Trust Fund	2400223	490210	AFH2524020	(2,000,000)	
				$ -	$ -

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

Accepting an SLFRF award from the Department of Finance and Administration Local Government Division for renovation and construction costs for rental housing preservation at 5999 Airport Road (County Club Apartments).

Funding Source: DFA 22-ZG3512-3 FED P/T SLFRF

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

Fund(s) Affected	Fund Balance Increase/(Decrease)
240	2,000,000
TOTAL:	**2,000,000**

Florence Frank — 9/3/2024
Prepared By {print name} — Date

Johanna Nelson — Sep 5, 2024
Division Director Signature {optional} — Date

Randy Randall (Sep 9, 2024 08:25 MDT) — Sep 9, 2024
Department Director Signature — Date

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

CITY COUNCIL APPROVAL

City Council Approval Date:

Agenda Item #:

Andy Hopkins — Sep 12, 2024
Budget Officer — Date

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

N/A
City Manager {≤ $60,000} — Date

STATE OF NEW MEXICO SUBRECIPIENT AGREEMENT
FOR
HOUSING INFRASTRUCURE

COVER PAGE

State Agency Department of Finance and Administration	**Agreement Number** **22-ZG3512-3**
Subrecipient Name City of Santa Fe **Subrecipient Unique Entity Identifier (UEI)** QLN2YKMMJ8X6	**Subaward Period of Performance** Start Date *Effective Date of the Agreement* End Date *June 30, 2026*
Subaward Amount $ 2,000,000.00 (This amount reflects the amount of federal funds obligated by this action and the current financial obligation)	**Subaward Budget Period** Start Date *Effective Date of the Agreement* End Date *June 30, 2026*
Subaward Project Description (Purpose) Grant of Coronavirus State and Local Fiscal Recovery Funds to close financial gap on renovation and rehabilitation of 62 rental housing units at the Country Club Apartments at 5999 Airport Road in the ~~C~~ity of Santa Fe for affordable housing at 60% AMI and below, for the purpose of completing the Scope of Work attached to this Subrecipient Agreement as Exhibit B.	
Exhibits The following are Exhibit and Attachments are included within this Agreement: 1. Exhibit A, Federal Award Information 2. Exhibit B, Scope of Work and Budget 3. Exhibit C, Federal Provisions 4. Exhibit D, Assurances of Compliance with Civil Rights Requirements 5. Exhibit E, Davis-Bacon Act Requirements (If Applicable) 6. Exhibit F, Eligible and Restricted Uses of CSFRF Funds 7. Exhibit G, CSFRF Quarterly Reports	
Contact Information Pass-Through Entity (State): Agency Name: Local Government Division of Department of Finance and Administration Representative: Jeannette Gallegos Address: 407 Galisteo Street Address: Room 202 City, State Zip: Santa Fe, NM 87501 Email: Jeannette.Gallegos@dfa.nm.gov	Subrecipient: Name: City of Santa Fe Representative: Alan M. Webber, Mayor Address: PO Box 909, 120 E. Lincoln Ave City, State Zip: Santa Fe, NM 87504-0276 Email: amwebber@santafenm.gov

FEDERAL AWARD IDENTIFICATION

In accordance with the Code of Federal Regulations (C.F.R.), 2 C.F.R. Part 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus Local Fiscal Recovery Fund
Assistance Listing Number	21.027
Federal Award Date	June 9, 2021
Award End Date	October 31, 2026
Indirect Cost Rate	
Research and Development Award?	No
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount in Federal Award (this is not the amount in the grant agreement)	$1,751,542,935.00

SUBRECIPIENT AGREEMENT BETWEEN
THE NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
City of Santa Fe

THIS SUBRECIPIENT AGREEMENT is hereby made between the New Mexico Department of Finance and Administration ("DFA") (hereinafter referred to as "**STATE**"), and The City of Santa Fe (hereinafter referred to as "**SUBRECIPIENT**") and is effective as of the date set forth below upon which it is executed by the Parties.

WHEREAS**,** the U.S. Department of Treasury (hereinafter referred to as "Treasury" or "GRANTOR") has made federal funds available to the STATE under the Coronavirus State and Local Fiscal Recovery Fund ("CSLFRF") Program (Assistance Listing Number ("ALN") 21.027);

WHEREAS, Recipients under the CSLFRF Program are the eligible entities identified in sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 that receive a CSLFRF award. Subrecipients under the CSLFRF Program are entities that receive a subaward from a recipient to carry out the purposes (program or project) of the CSLFRF award on behalf of the recipient;

WHEREAS, Recipients are accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSLFRF statute, CSLFRF Award Terms and Conditions, Treasury's Interim Final Rule, and reporting requirements, as applicable; and,

WHEREAS, this Agreement addresses the flow of funds from the Treasury above to the STATE who will then provide the same referenced subaward funds to the SUBRECIPIENT, as legally allowed by the relevant law and regulations, for any approved scope of work as further discussed in Section 1 of this agreement;

NOW THEREFORE, the STATE and the SUBRECIPIENT do mutually agree to the following terms and conditions of this agreement:

1. **Definitions**

   a. **"Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

   b. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

   c. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

   d. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner.

The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against State, or the appointment of a receiver or similar officer for State or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

e. "**Budget**" means the budget for the Work described in Exhibit B.

f. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the legal public holidays.

g. "**Effective Date**" means the date on which this Agreement is approved and signed by the New Mexico agency, as shown on the Signature for this Agreement.

h. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

i. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.

j. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.

k. "**Goods**" means any movable material acquired, produced, or delivered by State as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by the State in connection with the Services.

l. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

m. "**STATE**" means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.

n. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system

hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

o. "**Initial Term**" means the time period defined in the agreement.

p. "**IPRA**" means the Inspection of Public Records Act, a New Mexico state law that provides the public and media access to public information. The law requires open access to almost all public records in state and local government, with few exceptions

q. "**Matching Funds**" means the funds provided the State as a match required to receive the Grant Funds.

r. "**Party**" means the State or STATE, and "Parties" means both the State and Subrecipient.

s. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

t. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

u. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

v. "**Services**" means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.

w. "**State Confidential Information**" means any and all State Records not subject to disclosure under IPRA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under IPRA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Subrecipient which (i) is subject to disclosure pursuant to IPRA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

x. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

y. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under IPRA.

z. "**Subcontractor**" means third parties, if any, engaged by Subrecipients to aid in performance of the Work.

aa. "**Tax Information**" means federal and State of New Mexico tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.

bb. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

cc. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

dd. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

ee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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eee. Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

2. **Scope of Work**

The GRANTOR has provided funds, through its CSLFRF Program, to the STATE who is then providing this same funding to the SUBRECIPIENT in accordance with this Agreement. Information related to the federal award is attached as **"Exhibit A."** The SUBRECIPIENT shall perform the services and necessary tasks required in order to accomplish the objectives of the GRANTOR'S Program which have been agreed to by the STATE, as outlined in **"Exhibit B."**

SUBRECIPIENT'S full and timely performance of Exhibit B-Scope of Work shall include strict compliance with all applicable federal, state or local laws, regulations and administrative policies as they relate to the SUBRECIPIENT'S specific approved project including but not limited to the references above as well as the following:

(a) SUBRECIPIENT will comply with 31 C.F.R. Part 35 Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

(b) SUBRECIPIENT will comply with 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards as well as any specific federal departmental grant requirement in other sections of the C.F.R.

(c) SUBRECIPIENT will adhere to both the Federal Procurement Laws contained in 2 C.F.R. Part 200.318 to 200.326 as well as the State Procurement Laws for Political Subdivisions contained in the New Mexico Procurement Code.

(d) SUBRECIPIENT will adhere to the requirements of the GRANTOR'S CSLFRF Program.

(e) SUBRECIPIENT will adhere to the Scope of Work and Budget in Exhibit B.

(f) SUBRECIPIENT will comply with Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 where applicable.

(g) SUBRECIPIENT will incorporate, where applicable, the contractual provision requirements outlined in 2 C.F.R. Part 200.326 which is further discussed in Section 7 of this agreement.

(h) SUBRECIPIENT will comply, when applicable, with any applicable National Policy Requirements for federal grants which is further discussed in Section 7 of this agreement.

(i) SUBRECIPIENT will not pay any contractor who is listed by the federal government as debarred and/or suspended which is further discussed in Section 7 of this agreement. SUBRECIPIENT agrees to alert the STATE immediately if a contractor working for the SUBRECIPIENT becomes debarred or suspended.

(j) SUBRECIPIENT acknowledges and agrees that the STATE is a "recipient" of CSLFRF funds as such term is used in the CSLFRF regulations, and SUBRECIPIENT shall provide, upon the reasonable request of the STATE, financial and performance reports sufficient to demonstrate SUBRECIPIENT'S compliance with CSLFRF and as otherwise necessary for STATE to satisfy the subrecipient monitoring and management requirements of 2 C.F.R. Part 200.331 to 200.333.

Pursuant to information submitted to the STATE for inclusion in the GRANTOR'S CSLFRF Program, the SUBRECIPIENT shall perform the following tasks:

Properly procure and complete the project substantially as described in Exhibit B, Scope of Work and Budget. Any and all expenses associated with the project are the sole responsibility of the SUBRECIPIENT. The ownership of any property furnished hereunder will be the property of the SUBRECIPIENT. The SUBRECIPIENT shall have the sole responsibility to maintain possession of the said property, maintain the property, repair the property when needed and maintain any applicable insurance amounts. Any future costs related to these requirements remain the sole responsibility of the SUBRECIPIENT.

In compliance with the above, the SUBRECIPIENT agrees to notify the STATE and federal GRANTOR, in writing, and request the preferred method of disposition for any property or equipment purchased with federal funds if said property or equipment is no longer of use to the SUBRECIPIENT. In addition, if an annual inventory is requested by the STATE then the SUBRECIPIENT will provide prompt access to all inventory records.

3. **Term of Agreement**

The terms of this agreement shall become effective upon execution by DFA for the period of July 1, 2023, through June 30, 2026. All funds must be obligated by the STATE by December 31, 2024, and all funds must be expended by June 30, 2026, and reimbursement requested by the SUBRECIPIENT to the STATE by July 15, 2026.

4. **Payment Terms of Grant Funding**

a. The maximum budget for the scope of work identified in Section 1 above:

$2,000,000 (Two Million Dollars and zero cents)

b. Taxes. Subaward, budget amount includes applicable New Mexico tax, including but not limited to the New Mexico Gross Receipts and Compensating Tax at N.M.S.A. (1978) § 7-9-1 *et seq*. ("NMGRT"). The SUBRECEIPENT is subject to and shall be liable for payment of all applicable New Mexico taxes, at the prevailing rate, for all work performed under Exhibit B—Scope of Work. The SUBRECIPIENT is solely responsible for the payment of all applicable New Mexico taxes.

c. Payment Procedures

(1) The STATE shall pay the SUBRECIPIENT in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B. SUBRECIPIENT segregate, on each invoice, the applicable New Mexico tax.

(2) SUBRECIPIENT shall initiate payment requests by invoice to the STATE, in a form and manner approved by the STATE.

(3) The STATE shall pay each invoice within forty-five (45) days following the STATE's receipt of that invoice, so long as the amount invoiced correctly represents Work

completed by the SUBRECIPIENT and previously accepted by the STATE during the term that the invoice covers. If the STATE determines that the amount of any invoice is not correct, then SUBRECIPIENT shall make all changes necessary to correct that invoice.

(4) The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

Advancement of funds, under this Agreement, is contingent upon the SUBRECIPIENT complying with all of the requirements for allowable uses for funds under the CSLFRF Program and providing sufficient documentation to the STATE as reasonably determined by the STATE. The SUBRECIPIENT is responsible for payment to its vendors unless otherwise specifically approved by the STATE.

d. Financial Documentation

The SUBRECIPIENT will provide copies of all related financial documentation to the STATE with the first quarterly report, supplying sufficient documentation to meet the reporting requirements of the CSLFRF Program. Any questioned costs which may occur at any point in this process (including the five (5) year period after grant closeout by the federal GRANTOR) will be the sole responsibility of the SUBRECIPIENT with respect to any activity covered by this agreement.

If this agreement extends beyond the current fiscal year and notwithstanding anything to the contrary and when applicable, both parties acknowledge and agree that pursuant to the applicable state law, this agreement is subject to an annual appropriation dependency requirement to the effect that the renewal of this agreement is contingent upon the appropriation of funds by either party to fulfill any future payment requirements of this agreement. If either party fails to appropriate sufficient monies to provide for any future payment requirements under this agreement, this agreement shall terminate on the last day of the last fiscal year for which funds were appropriated.

5. **Reporting, Monitoring, and Review**

a. Requirements

The SUBRECIPIENT is required to participate in monitoring and review activities necessary to assess the work performed under the Subaward and determine whether the Subrecipient has timely achieved the Scope of Work stated in Exhibit B to this Subaward. The ongoing monitoring of the SUBRECIPIENT will reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

b. Risk Assessment

The risk assessment may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight.

c. Monitoring

Monitoring and review activities will be detailed in a Monitoring Plan based on the STATE'S risk assessment of the SUBRECIPIENT and will be provided to the SUBRECIPIENT. The Monitoring Plan may include, but not be limited to, the SUBRECIPIENT'S technical progress compared to the intended milestones and deliverables; the SUBRECIPIENT'S actual expenditures compared to the approved budget, review of SUBRECIPIENT'S reimbursement requests including detailed backup documentation, or other subject matter specified by the STATE.

d. Performance and Final Status

SUBRECIPIENT shall submit all financial, performance and other reports to the STATE no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the STATE, containing an evaluation and review of SUBRECIPIENT's performance and the final status of SUBRECIPIENT's obligations hereunder.

e. Violations Reporting

SUBRECIPIENT shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The STATE or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

f. Inspection

SUBRECIPIENT shall permit the STATE, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe SUBRECIPIENT Records during the Record Retention Period. SUBRECIPIENT shall make SUBRECIPIENT Records available during normal business hours at SUBRECIPIENT's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the STATE, unless the STATE determines that a shorter period of notice, or no notice, is necessary to protect the interests of the STATE.

g. Final Audit Report

SUBRECIPIENT shall promptly submit to the STATE a copy of any final audit report of an audit performed on SUBRECIPIENT's records that relates to or affects this Agreement or the Work, whether the audit is conducted by SUBRECIPIENT or a third party. Additionally, if SUBRECIPIENT is required to perform a single audit under 2 C.F.R. Part 200.501, *et seq*., then SUBRECIPIENT shall submit a copy of the results of that audit to the STATE within the same timelines as the submission to the federal government.

6. **Amendments and Assignments**

If there is a need to review and/or revise this agreement, the requesting party shall submit a written amendment to the other party, with the understanding that no amendment to this agreement shall be valid unless it is agreed and signed by both parties. This agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

7. **Records, Audits, and Other Grant Compliance Issues**

It is understood that this agreement may be utilized as part of the American Rescue Plan Act (Coronavirus State and Local Fiscal Relief Fund – ALN 21.027) and therefore both parties agree to maintain accounts and records, including personnel, property, and financial records, adequately to identify and account for all costs pertaining to this agreement and to ensure full compliance with the requirements of the above program. The SUBRECIPIENT will comply with all applicable federal law, regulations, executive orders, grant policies, procedures, and directives. Even though federal funding may be available, the Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the STATE, SUBRECIPIENT, or any other party pertaining to any matter resulting from the agreement.

a. Work Product Information

(1) The SUBRECIPIENT may receive from the STATE work product information that the STATE utilizes. The SUBRECIPIENT assumes sole responsibility for verification of the accuracy of all information and for legal compliance with all rules and instructions required herein. The SUBRECIPIENT further acknowledges that the STATE makes and assumes no representations or warranties with regard to the work product information. Work product information may include, but is not limited to, procurement policies, procurement forms, contractor insurance requirements, various standard contracts, specific grant program forms or other relevant documents.

(2) With respect to the SUBRECIPIENT'S use of any work product transmitted by or originally created by the STATE, the SUBRECIPIENT acknowledges it is the SUBRECIPIENT'S decision to act accordingly. The SUBRECIPIENT has the option to either adopt such product as the SUBRECIPIENT'S own or the SUBRECIPIENT may utilize the following other options available to the SUBRECIPIENT:

i. Modify the STATE'S work product appropriate to the SUBRECIPIENT'S own needs;

ii. Create and adopt the SUBRECIPIENT'S own work product separate from the STATE'S work products; or,

iii. Adopt a work product created by other State or Federal agencies when applicable to the SUBRECIPIENT'S needs.

(3) If the SUBRECIPIENT utilizes any of the STATE'S work products in any way then the

SUBRECIPIENT acknowledges that the STATE makes no representations or warranties with regard to the same.

b. Audit

For audit purposes, all records will be made available by both parties to any authorized representative of either party and said records will be maintained and retained for five (5) years after closeout of the grant program. If any confidential information is obtained during the course of this agreement, both parties agree not to release that information without the approval of the other party unless instructed otherwise by court order, grantor, auditor, public information request or as required by law.

c. Records

The STATE and SUBRECIPIENT agree that all records shall be made available to either party at no additional charge for such information. The SUBRECIPIENT also agrees to provide the STATE, the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG), Pandemic Relief Accountability Committee (PRAC), or any of their authorized representatives access to any books, documents, papers, and records of the SUBRECIPIENT which are directly pertinent to this agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The SUBRECIPIENT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed at no additional charge.

In compliance with grantor and national policy requirements, including the above referenced federal grant requirements, both parties agree to adhere to the following regulations, where applicable:

(a) Federally Required Contractual Provisions:

(1) **Administrative, Contractual or Legal Remedies** are required in all contracts in excess of the simplified acquisition threshold amount that are funded with federal funds and are addressed in various sections of this Agreement;

(2) **Termination Provision** requires all contracts in excess of $10,000 to contain a provision for termination of the contract for cause or convenience and this provision is addressed in Section 8 of this Agreement;

(3) For all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, **Equal Employment Opportunity**, including Executive Order 11246 which was further amended by Executive Order 11375, which requires equal opportunity for all persons, without regard to race, color, religion, sex or national origin, employed or seeking employment with government contractors or with contractors performing under federally assisted construction contracts (See Exhibit C);

(4) For all applicable contracts in excess of $100,000 that involve the employment of mechanics or laborers, **Contract Work Hours and Safety Standards Act** which prohibits certain unsanitary, hazardous or dangerous working conditions and requires that wages of every mechanic and laborer to be on the basis of a standard work week of forty hours with any work in excess of forty hours per week to be compensated at a rate of not less than one and one-half times the basic rate of pay (See Exhibit C);

(5) For all contracts that meet the definition of "funding agreement" under 37 C.F.R. Part 401.2(a) and involve a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental or research work must comply with the **Rights to Inventions Made Under a Contract or Agreement** contained in 37 C.F.R. Part 401 (*See* Exhibit C);

(6) All contracts, subcontracts and sub-grants in excess of $150,000 must contain a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** and the **Federal Water Pollution Control Act** (*See* Exhibit C);

(7) **Debarment and Suspension (Executive Orders 12549 and 12689 and 2 C.F.R. Part 180)** which prohibit the contracting with any party listed on the "System for Award Management" (SAM), formerly identified as the "Excluded Parties List System" (EPLS.gov), which identifies all parties that have active exclusions (i.e., suspensions, debarments) imposed by a federal agency (*See* Exhibit C);

(8) **Byrd Anti-Lobbying Prohibition (31 U.S.C. 1352)** prohibits the use of federal funds to pay any person or organization for influencing or attempting in influence anyone with any federal contract, grant or other award covered by 31 U.S.C. 1352 and also requires that Contractors that apply or bid for an award exceeding $100,000 where federal funds are used must file the required certification stating that the parties will not and have not used federal funds to pay any person or organization for influencing or attempting to influence anyone with any federal contract, grant, or other award covered by 31 U.S.C. 1352 (*See* Exhibit C);

(9) For all construction contracts in excess of $2,000 and required by federal grant regulations, the **Davis Bacon Act** which requires payments of wages for laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor and said wage payments will be made at least weekly (*See* Exhibit E);

(10) **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** wherein 2 C.F.R. Part 200.216 prohibits use of federal grant or loan funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(11) **Domestic Preferences for Procurements** for when federal funds are utilized, and where appropriate and to the extent consistent with other laws and regulations, 2 C.F.R. Part 200.322 allows a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products); and,

(12) **Procurement of Recovered Materials** as required by 2 C.F.R. Part 200.323 which requires procurements in excess of $10,000 to contain the highest percentage of recovered materials practicable while consistent with maintaining a satisfactory level of competition.

(b) National Policy Requirements:

(1) **Civil Rights Act of 1964**, including Title VI, which states that no person shall on the grounds of race, color or national origin shall be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance;

(2) **Age Discrimination Act of 1975** which prohibits discrimination based on age in programs or activities receiving federal financial assistance;

(3) **Americans with Disabilities Act of 1990**, with respect to building construction or alteration, prohibits discrimination based on a disability defined as a physical or mental impairment that substantially limits a major life activity;

(4) **Section 504 of the Rehabilitation Act of 1973,** if specifically required by the federal agency, which prohibits the exclusion of an otherwise qualified individual because of a disability in programs receiving federal financial assistance including program accessibility, accessible new construction and alterations, reasonable accommodations and effective communication with hearing and visually disabled (this requirement may vary with each federal agency);

(5) For all construction or repair contracts, **Copeland "Anti-Kickback" Act** which requires all contracts and sub-grants for construction or repair to contain a provision that prohibits a contractor or sub-contractor from inducing, by any means, any person employed in the construction, completion or repairs of public work to give up any part of the compensation to which he is otherwise entitled;

(6) **Energy Policy and Conservation Act** which require the contractors to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan;

(7) **Reporting Provision** requires that all contracts should include a requirement that the SUBRECIPIENT assist the STATE, when applicable, with any awarding agency requirements and regulations pertaining to reporting;

(8) **Record Retention Provision** requires that any contract executed must include a provision that all required records will be maintained by the contractor/firm for a minimum period of three years after the STATE formally closes out each federal program (STATE and SUBRECIPIENT grant managers should verify the three-year record retention period with each respective grant agency to ensure that a longer period is not required);

(9) **2013 National Defense Authorization Act (41 United States Code (U.S.C.) 4712, Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection)** subjects any subawards and contracts over the federal simplified acquisition threshold to the provisions of the above act regarding rights and remedies for employee whistleblower protections;

(10) **National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973** which require recipients of federal grants that are acquiring, constructing or repairing property in a special flood hazard area, and with an estimated cost in excess of $10,000, to purchase flood insurance;

(11) **Wild and Scenic Rivers Act of 1968** which protects components or potential components of the national wild and scenic rivers system;

(12) **Resource Conservation and Recovery Act** which requires proper handling and disposal of solid waste;

(13) **Toxic Substance Control Act** which places restrictions on chemicals that pose unreasonable risks, such as surfaces that could be covered with lead-based paint;

(14) **Federal Agency Seal(s), Logos, Crests, or Reproductions of Flags or Likeness of Federal Agency Officials** are prohibited from being utilized without specific federal agency pre-approval;

(15) **False Claims Act and 32 U.S.C. Chapter 38 (Administrative Remedies)** which prohibits the submission of false or fraudulent claims for payment to the federal government identifying administrative remedies for false claims and statements made which the CONTRACTOR herein acknowledges; and,

(16) **Section 603 Title VI of the Social Security Act** which establishes the Coronavirus State and Local Fiscal Recovery Fund and identifies eligible and ineligible uses for the Fund monies (See Exhibit E).

In compliance with Section 7(a)(7) above, the SUBRECIPIENT agrees to verify that all

contractors or subcontractors employed are not parties listed as active exclusions (i.e., suspensions, debarments) on the "System for Award Management" (SAM) for parties debarred, suspended or otherwise excluded from contracting on any projects involving federal funds. SUBRECIPIENT agrees to require the contractor to provide immediate notice, but in no case later than three (3) business days, after being notified that the contractor, or any subcontractor, has been added to the SAM or otherwise been debarred from contracting on any projects involving federal funds.

In no event shall the SUBRECIPIENT allow any contractor to utilize a subcontractor at any time during the duration of this agreement who has been debarred from contracting on any projects involving federal funds. If the contractor is prohibited in any way from contracting on any projects involving federal funds at any time during the duration of this agreement, then both the SUBRECIPIENT and STATE must be notified. STATE may, at its sole discretion, immediately implement the termination provisions discussed in Section 12 below if the SUBRECIPIENT decides to continue with the project using a "debarred" or "active exclusion" contractor or subcontractor.

8. **Liability and Indemnity**

a. Liability

This Agreement is intended for the benefit of the STATE and the SUBRECIPIENT and does not confer any rights upon any other third parties. All rights by and between the STATE and the SUBRECIPIENT are limited to the actions outlined in the applicable local, state and federal laws, regulations and policies.

b. Indemnity

The SUBRECIPIENT will indemnify, defend, and hold harmless the STATE, including the STATE'S employees and agents, from and against any and all claims or liabilities arising from the fault of the SUBRECIPIENT, its employees or agents in carrying out the SUB RECIPIENT'S duties and obligations under the terms of this agreement. The STATE will indemnify, defend, and hold harmless the SUBRECIPIENT, including the SUBRECIPIENT'S employees and agents, from and against any and all claims or liabilities arising from the fault of the STATE, its employees or agents in carrying out the STATE'S duties and obligations under the terms of this agreement. Notwithstanding the forgoing, in no event shall SUBRECIPIENT be liable for, and shall not indemnify, defend or hold harmless STATE for, any loss or liability resulting from the gross negligence or willful misconduct of STATE. This section will survive the termination of this agreement. In the event that either party takes any action to enforce this mutual indemnity provision, the prevailing party shall be entitled to recover reasonable attorney's fees and costs arising as a result thereof.

9. **Insurance**

SUBRECIPIENT shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall

be issued by insurance companies as approved by the STATE.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all SUBRECIPIENT or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one fire.

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Additional Insured

The STATE shall be named as additional insured on all commercial general liability policies (leases and construction Agreements require additional insured coverage for completed operations) required of SUBRECIPIENT and Subcontractors. This means the certificate of insurance shall explicitly state: "The State of New Mexico is an additional insured."

H. Primacy of Coverage

Coverage required of SUBRECIPIENT and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by SUBRECIPIENT or the STATE.

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to SUBRECIPIENT.

J. Subrogation Waiver

All commercial insurance policies secured or maintained by SUBRECIPIENT or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against SUBRECIPIENT or the STATE, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

K. Certificates

For each commercial insurance plan provided by SUBRECIPIENT under this Agreement, SUBRECIPIENT shall provide to the STATE certificates evidencing SUBRECIPIENT's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. SUBRECIPIENT shall provide to the STATE certificates evidencing Subcontractor insurance coverage required under this Agreement within seven Business Days following the Effective Date, except that, if SUBRECIPIENT's Subcontractor is not in effect as of the Effective Date, SUBRECIPIENT shall provide to the STATE certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days

following SUBRECIPIENT's execution of the Subcontractor. No later than fifteen (15) days before the expiration date of SUBRECIPIENT's or any Subcontractor's coverage, SUBRECIPIENT shall deliver to the STATE certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the STATE, SUBRECIPIENT shall, within seven (7) Business Days following the request by the STATE, supply to the STATE evidence satisfactory to the STATE of compliance with the provisions of this section.

10. **Breach**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §11 for that Party. Notwithstanding any provision of this Agreement to the contrary, the STATE, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the STATE.

11. **Remedies**

a. STATE's Remedies

If SUBRECIPIENT is in breach under any provision of this Agreement and fails to cure such breach, the STATE, following the notice and cure period set forth in §10, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The STATE may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of SUBRECIPIENT's uncured breach, the STATE may terminate this entire Agreement or any part of this Agreement. Additionally, if SUBRECIPIENT fails to comply with any terms of the Federal Award, then the STATE may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. SUBRECIPIENT shall continue performance of this Agreement to the extent not terminated, if any.

1. Obligations and Rights

To the extent specified in any termination notice, SUBRECIPIENT shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, SUBRECIPIENT shall complete and deliver to the STATE all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the STATE, SUBRECIPIENT shall assign to the STATE all of SUBRECIPIENT's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, SUBRECIPIENT shall take timely, reasonable and

necessary action to protect and preserve property in the possession of SUBRECIPIENT but in which the STATE has an interest. At the STATE's request, SUBRECIPIENT shall return materials owned by the STATE in SUBRECIPIENT's possession at the time of any termination. SUBRECIPIENT shall deliver all completed Work Product and all Work Product that was in the process of completion to the STATE at the STATE's request.

2. Payments

Notwithstanding anything to the contrary, the STATE shall only pay SUBRECIPIENT for accepted Work received as of the date of termination. If, after termination by the STATE, the STATE agrees that SUBRECIPIENT was not in breach or that SUBRECIPIENT's action or inaction was excusable.

3. Damages and Withholding

Notwithstanding any other remedial action by the STATE, SUBRECIPIENT shall remain liable to the STATE for any damages sustained by the STATE in connection with any breach by SUBRECIPIENT, and the STATE may withhold payment to SUBRECIPIENT for the purpose of mitigating the STATE's damages until such time as the exact amount of damages due to the STATE from SUBRECIPIENT is determined. The STATE may withhold any amount that may be due SUBRECIPIENT as the STATE deems necessary to protect the STATE against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the STATE in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The STATE, in its discretion, may exercise one or more of the following additional remedies:

1. Suspend Performance

Suspend SUBRECIPIENT's performance with respect to all or any portion of the Work pending corrective action as specified by the STATE without entitling SUBRECIPIENT to an adjustment in price or cost or an adjustment in the performance schedule. SUBRECIPIENT shall promptly cease performing Work and incurring costs in accordance with the STATE's directive, and the STATE shall not be liable for costs incurred by SUBRECIPIENT after the suspension of performance.

2. Withhold Payment

Withhold payment to SUBRECIPIENT until SUBRECIPIENT corrects its Work.

3. Deny Payment

Deny payment for Work not performed, or that due to SUBRECIPIENT's actions or

inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

4. Removal

Demand immediate removal of any of SUBRECIPIENT's employees, agents, or Subcontractors from the Work whom the STATE deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the STATE to be contrary to the public interest or the STATE's best interest.

5. Intellectual Property

If any Work infringes, or if the STATE in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, SUBRECIPIENT shall, as approved by the STATE (i) secure that right to use such Work for the STATE and SUBRECIPIENT; (ii) replace the Work with non-infringing Work or modify the Work so that it becomes non-infringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the STATE.

b. SUBRECIPIENT's Remedies

If the STATE is in breach of any provision of this Agreement and does not cure such breach, SUBRECIPIENT, following the notice and cure period in §10 and the dispute resolution process in §12, shall have all remedies available at law and equity.

12. **Termination of Agreement and Dispute Resolution**

While both parties agree to negotiate all contractual disputes in good faith, the STATE reserves the right to terminate this Agreement at any time upon written notice of termination or if the SUBRECIPIENT has failed to comply with the terms of this Agreement, the grant itself or any applicable law and regulation. All questioned costs are the sole responsibility of the SUBRECIPIENT.

If the parties are unable to independently and satisfactorily resolve any disagreement, then both parties agree that any contractual disagreement will be resolved under the jurisdiction of the State of New Mexico. In the event that court action is necessary then the parties agree that whoever prevails in the litigation is entitled to reasonable attorney's fees and costs as fixed by the Court.

13. **Conflicts of Interest**

a. Actual Conflicts of Interest

SUBRECIPIENT shall not engage in any business or activities, or maintain any relationships, that conflict in any way with the full performance of the obligations of SUBRECIPIENT under this Agreement. Such a conflict of interest would arise when a SUBRECIPIENT or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the STATE, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

b. Apparent Conflicts of Interest

SUBRECIPIENT acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the STATE's interests. Absent the STATE's prior written approval, SUBRECIPIENT shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of SUBRECIPIENT's obligations under this Agreement.

c. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if SUBRECIPIENT is uncertain whether a conflict or the appearance of a conflict has arisen, SUBRECIPIENT shall submit to the STATE a disclosure statement setting forth the relevant details for the STATE's consideration. Failure to promptly submit a disclosure statement or to follow the STATE's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

14. **Notices and Representatives**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered:

a. by hand with receipt required;

b. by certified or registered mail to such Party's principal representative at the address set forth below; or

c. as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement.

If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. **Rights in Work Product and Other Information**

a. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, SUBRECIPIENT hereby assigns to the STATE, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that SUBRECIPIENT cannot make any of the assignments required by this section, SUBRECIPIENT hereby grants to the STATE a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The STATE may assign and license its rights under this license.

ii. Patents

In addition, SUBRECIPIENT grants to the STATE (and to recipients of Work Product distributed by or on behalf of the STATE) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by SUBRECIPIENT that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the STATE.

iii. Assignments and Assistance

Whether or not SUBRECIPIENT is under Agreement with the STATE at the time, SUBRECIPIENT shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the STATE, to enable the STATE to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. SUBRECIPIENT assigns to the STATE and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

b. Exclusive Property of the STATE

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing STATE Records, STATE software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the STATE (collectively, "STATE Materials"). SUBRECIPIENT shall not use, willingly allow, cause or permit Work Product or STATE Materials to be used for any purpose other than the performance of SUBRECIPIENT's obligations in this Agreement without the prior written consent of the STATE. Upon termination of this Agreement for any reason, SUBRECIPIENT shall provide all Work Product and STATE Materials to the STATE in a form and manner as directed by the STATE.

c. Exclusive Property of SUBRECIPIENT

SUBRECIPIENT retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to SUBRECIPIENT including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by SUBRECIPIENT under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "SUBRECIPIENT Property"). SUBRECIPIENT Property shall be licensed to the STATE as set forth in this Agreement or a STATE approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the STATE from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. **General Provisions**

a. Assignment

SUBRECIPIENT's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the STATE. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of SUBRECIPIENT's rights and obligations approved by the STATE shall be subject to the provisions of this Agreement.

b. Subcontractors

SUBRECIPIENT shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the STATE. SUBRECIPIENT shall submit to the STATE a copy of each such subgrant or Subcontract upon request by the STATE. All subgrants and Subcontracts entered into by SUBRECIPIENT in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of New Mexico, and shall be subject to all provisions of this Agreement. If the entity with whom SUBRECIPIENT enters into a Subcontract or subgrant would also be considered a SUBRECIPIENT, then the Subcontract or subgrant entered into by SUBRECIPIENT shall also contain provisions permitting both SUBRECIPIENT and the STATE to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

c. Binding Effect

Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

d. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

e. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

f. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

g. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

h. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the STATE Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

i. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable New Mexico law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the STATE.

j. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

k. External Terms and Conditions

Notwithstanding anything to the contrary herein, the STATE shall not be subject to any provision included in any terms, conditions, or agreements appearing on SUBRECIPIENT's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

l. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

m. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

n. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in this Agreement, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

o. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

p. Standard and Manner of Performance

SUBRECIPIENT shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in SUBRECIPIENT's industry, trade, or profession.

q. Licenses, Permits, and Other Authorizations

SUBRECIPIENT shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

r. Compliance with State and Federal Law, Regulations, and Executive Orders

SUBRECIPIENT shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

17. **Severability, Entire Agreement and Captions**

This Agreement shall be governed by and construed in accordance with the laws of the State New Mexico. If any provision of this Agreement is held invalid, void, or unenforceable under any law or regulation or by a court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement. This Agreement, any CSLRF Grant Program documentation, any attached documents, and any referenced documents represent the entire agreement between the STATE and the SUBRECIPIENT and supersede all prior negotiations, representations or agreements, either written or oral. In the event of a conflict between this Agreement and other documents, the terms of this Agreement shall control.

Each paragraph of this Agreement has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

IN WITNESS WHEREOF, the STATE and the SUBRECIPIENT do hereby execute this Agreement as of the date of signature by the STATE below.

THIS GRANT AGREEMENT has been approved by:

City of Santa Fe:

_____ _____

Alan M. Webber, Mayor Date

NEW MEXICO DEPARTMENT OF DEPARTMENT OF FINANCE AND ADMINISTRATION:

_____ _____

Jeannette Gallegos, Acting Local Government Division Director Date

IN WITNESS WHEREOF, the parties have agreed to this Subrecipient Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Sep 3, 2024 10:54 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
EMILY OSTER, FINANCE DIRECTOR

EXHIBIT A

FEDERAL AWARD INFORMATION

In accordance with the Code of Federal Regulations (CFR), 2 CFR Section 200.332 requires that the following information be provided to any Subrecipient of a federal award:

Federal Award Identification: Coronavirus State and Local Fiscal Recovery Funds

Subrecipient Name: **City of Santa Fe**

Subrecipient Unique Identification (ID) Number: **QLN2YKMMJ8X6**

Federal Award Identification Number: Coronavirus State and Local Fiscal Recovery Funds

Subaward Period of Performance (Start and End Date): Effective Date of this Agreement,

through June 30, 2026

Amount of Federal Funds Obligated to Subrecipient: **$2,000,000.00**

Federal Award Project Description (in accordance with Federal Funding Accountability and Transparency Act (FFATA): Coronavirus State and Local Fiscal Recovery Funds

Name of Federal Awarding Agency: U.S. Department of the Treasury

Name of Pass-Through Entity and Contact Information:

Department of Finance and Administration
407 Galisteo Street
Santa Fe, NM 87501
(505) 827-4985

Assistance Listing Number (ALN): 21.027

EXHIBIT B

SCOPE OF WORK AND BUDGET

SUBRECIPIENT will use CSLFRF funds to provide full performance of all tasks listed below. CSLFRF funds will be requested monthly according to the Request for Payment procedures specified in this Agreement. All funds shall be obligated and expended by SUBRECIPIENT in accordance with this Agreement. The period of performance to execute work and/or incur costs against the $2,000,000.00 subaward funding for this project is July 1, 2023 – June 30, 2026, unless extended by the New Mexico legislature. Monthly reports shall be provided to the STATE showing costs incurred to the $2,000,000.00 subaward funding.

The property at 5999 Airport Road, Country Club Apartments, was built in 1964 and has 62 apartment homes for families, configured as: thirteen 1BR and fifty 2BR. In 2002, tax exempt bonds were used to refinance the project and make superficial repairs and upgrades, however, it is generally run-down and does not support a high quality of life for its residents. The renovation will allow the reconfiguration of the unit mix into three 1BR units, fifty 2BR units and nine 3BR units to better meet the needs of families living there. Thirty-six existing homes will be fully renovated, one building will be demolished, and a new residential building with 24 homes that includes ground floor common areas will be constructed. Other improvements include updated systems site-side, including security, fire protection, water, natural gas and wastewater lines. New access driveways, parking, sidewalks and family-friendly play areas, yard walls, gates, a .45 mi. paved recreation path, dog park, community garden and landscaping are also part of the renovation plan.

I. Significant Changes to Scope of Work

The SUB RECIPIENT is required to notify and seek written approval of the STATE in advance of any proposed material changes to the scope of work under this Subaward (i.e., significant changes to the statement of project objectives or the schedule of technical milestones and deliverables). Such changes may require the STATE to re-evaluate the eligibility of the work under this Subaward.

EXHIBIT C

FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of New Mexico is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the CSFRF statute, CSFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2^{nd} tier subrecipient), must hold the 2^{nd} tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of New Mexico agency or institutions of higher education.

2. DEFINITIONS.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the state identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the New Mexico State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. **COMPLIANCE.**

3.1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of New Mexico, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, State programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. **SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.**

4.1. SAM. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Subrecipient shall provide its UEI number to its State, and shall update Subrecipient's information in SAM at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. **TOTAL COMPENSATION.**

5.1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Subrecipient received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. Subrecipient shall report data elements to SAM and to the State as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above CSFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by the State as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Subrecipient shall report as set forth below.

8.1.1. Subrecipient shall use the CSFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the CSFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served
b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage
e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.

b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload

ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to the State no later than five (5) days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient UEI Number;

8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization UEI Number;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its State, the following data elements:

8.1.3.1. Subrecipient's UEI Number as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent

applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).

8.1.3.7.1. For projects over $10 million:

8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient

must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and the applicable State agency. The State of New Mexico may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – CSFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the State, Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] **Equal Employment Opportunity**. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] **Davis-Bacon Act**. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). See Exhibit E.

12.1.3. **Rights to Inventions Made Under a grant or agreement**. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. **Clean Air Act** (42 U.S.C. 7401-7671q.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. **Debarment and Suspension** (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12.1.6. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. **Never Agreement with the enemy** (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Agreement with the enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. **Prohibition on certain telecommunications and video surveillance services or equipment** (2 CFR 200.216). The State is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

12.1.9. **Title VI of the Civil Rights Act**. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of New Mexico Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, the State may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Subrecipient with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of New Mexico may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of New Mexico under the Grant, at law or in equity.

14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS

Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 19641965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR section 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act and the Federal Water Pollution Control Act. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 74017671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

EXHIBIT D

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of New Mexico has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury, apply to your organization. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the Legislature and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Organization Name: City of Santa Fe

Subrecipient Organization Representative: Alan M. Webber

Title: Mayor

Signature_____

Date: _____

Agreement with Subrecipient of Federal Recovery Funds
Terms And Conditions

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and State Agency. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.

4. Maintenance of and Access to Records

   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and State agency.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of New Mexico understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Agency or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Agency shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of

10. the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of New Mexico by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons

resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for Agreement or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and

Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42
   U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and

implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT E

DAVIS-BACON ACT REQUIREMENTS
(IF APPLICABLE)

Overview

Section 1606 of the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. No. 111-5, 123 Stat. 115 (Feb. 17, 2009) (the "Recovery Act"), requires grant award recipients, subrecipients, contractors, and subcontractors to comply with the wage requirements of the Davis-Bacon Act (40 U.S.C. 3141 *et seq*.) and related acts, stating:

Notwithstanding any other provision of law and in a manner consistent with other provisions in this Act, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

Scope of the Davis-Bacon Act The Davis-Bacon Act prevailing wage requirements apply to laborers and mechanics employed under contracts or subcontracts in excess of $2,000 for construction, alteration, or repair activities (including but not limited to painting and decorating) that are funded, in whole or in part, under BTOP grant awards. In general:

- Laborers and mechanics – Are workers whose duties are manual or physical in nature, including apprentices, trainees and helpers, but do not include workers whose duties are primarily managerial, administrative, executive, or clerical. See 29 C.F.R. section 5.2(m).

- The $2,000 threshold – Pertains to the amount of the prime construction contract, not to the amount of individual subcontracts. Accordingly, if the prime construction contract exceeds $2,000, all construction work on the project (including subcontracts) is covered by the Davis-Bacon Act. See 29 C.F.R. section 5.5(a)(6).

- Construction, alteration, or repair activities – Are those occurring at the "site of the work" that involve the alteration, remodeling, or installation of items fabricated off-site; painting and decorating; manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work; and, in certain cases, transportation between the site of the work and other points. See 29 C.F.R. section 5.2(j).

- Site of the work – Is the physical place or places where the building or work called for in the contract will remain, and any other site where a significant portion of the building or work is constructed, provided that such site is established specifically for the performance of the contract or project, and includes job headquarters, tool yards, batch plants, borrow pits, etc., if they are dedicated exclusively, or nearly so, to performance of the contract or project, and are adjacent or virtually adjacent to the site of the work. The site of the work does not include permanent home offices, branch plant establishments, fabrication plants, tool yards, etc., of a contractor or subcontractor whose location and continued operation are determined wholly without regard to a particular Federal or Federally assisted contract or project. See 29 C.F.R. section 5.2(l).

- Application to Governmental Agencies - Governmental agencies, such as states or their political subdivisions, are not subject to the Davis Bacon Act requirements when construction work is being performed by their own employees on a "force account" basis. See 29 C.F.R. section 5.2(h).

Davis-Bacon Act prevailing wage requirements are likely to apply to construction and related activities undertaken in connection with Infrastructure Round 1 and Comprehensive Community Infrastructure (CCI) Round 2 projects. In many cases, Davis-Bacon Act prevailing wage requirements will also apply to activities under BTOP grants for Sustainable Broadband Adoption (SBA) and Public Computer Centers (PCC), when construction and related activities (including minor renovation of facilities) can be segregated from the other work contemplated by the grant. See 29 C.F.R. section 4.116; F.A.R. section 22.402(b).

Davis-Bacon Act Requirements

Required contract provisions (appearing at 29 C.F.R. section 5.5) and the applicable wage determination(s) for the activities contemplated by a construction project must be included in any contract or subcontract to which the Davis-Bacon Act applies providing, among other items, that:

- Laborers and mechanics must be paid the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at least once a week;

- No paycheck deductions or rebates are permitted, except as permitted under Department of Labor (DOL) regulations (29 C.F.R. sections 3.5-3.6);

- Wage and fringe benefit rates must be no less than those contained in DOL wage determination for the labor classification for the work actually performed.

The recipient is responsible for ensuring that the required contract provisions appear in all contracts and subcontracts entered into by recipients, subrecipients, contractors, and subcontractors for construction, alteration and repair activities covered by the Davis-Bacon Act and related acts. Applicable wage determinations included in the contract must be verified by the recipient within 10 days of the contract date.

In cases where state wage rates (determined under state statutes often called "Mini-Davis-Bacon Acts") are higher than the Federal wage rates, the state wage rates take precedence and should be included in contracts in lieu of the lower, Federal wage rates. In cases of construction projects on tribal lands, the recipient should contact its assigned Federal Program Officer (FPO) for guidance on the interplay among the Davis-Bacon Act, state Mini-Davis-Bacon acts, and the Tribal Employment Rights Ordinance (TERO).

Contracts for amounts over $100,000 that are covered by the Davis-Bacon Act must include additional standard clauses (also appearing in 29 C.F.R. section 5.5) providing, among other things, that overtime for laborers and mechanics must be paid at a rate 1.5 times the basic rate of pay for time worked in excess of 40 hours per week.

In addition, the DOL Davis-Bacon poster (WH-1321) must be prominently posted at the site of the work. Refer to: (www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf 1321).

Davis-Bacon Wage Rate Determinations

DOL conducts statewide surveys seeking payment data on wage and fringe benefit rates from construction contractors and other interested parties, such as labor unions. Wage determinations are issued by locality, typically on a county-by-county basis. Davis-Bacon Act wage determinations are published on DOL's Wage Determinations OnLine (WDOL) website accessible at: www.wdol.gov. The Davis-Bacon Act prevailing wages are determined by DOL based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area.

If DOL has not published a wage determination for work that is needed to complete a BTOP construction project, the recipient may seek a Conformance. The recipient must submit a Conformance request using Standard Form (SF) 1444. Please go to www.wdol.gov/library.aspx to obtain a copy of the form and instructions.

To complete the form, the recipient must describe the work to be done (identified with a classification that is used in the subject area in the construction industry) and propose a wage rate that bears a reasonable relationship to existing wage determinations. Typically, the rate must not be less than the wage determination for an unskilled laborer and, for a skilled craft, must be at least equal to the lowest wage determination for any other skilled craft.

Infrastructure and CCI recipients should submit the completed SF-1444 through Grants Online as an "Other Action Request." The SF1444 will be routed to the National Oceanic and Atmospheric Administration (NOAA) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

SBA and PCC recipients should submit completed SF-1444 Conformance requests through the Post-Award Monitoring (PAM) System. To do so, the recipient should create a report package of the type "POR: PAM Other Request." After filling out and attaching the Request Template, recipient should attach the completed SF-1444 form using the "Add File" button. The SF-1444 will be routed to the National Institute of Standards and Technology (NIST) Grants Officer and transmitted to the DOL Wage and Hour Division for review and approval. The Wage and Hour Division has committed to act on Conformance requests within 30 days.

Recordkeeping and Monitoring Obligations

Recipients, subrecipients, contractors, and subcontractors must prepare weekly certified payroll documentation using Form WH347 (available at: www.dol.gov/whd/forms/wh347.pdf), properly completed for laborers and mechanics performing activities covered by the Davis-Bacon Act requirements of the Recovery Act. Subrecipients, contractors, and subcontractors must submit this information to the BTOP grant award recipient on a weekly basis within seven days of the regular payment date of the subrecipient's, contractor's or subcontractor's payroll period.

A recipient must review the weekly certified payroll documentation it receives from its subrecipients, contractors and subcontractors on an ongoing basis. See 29 C.F.R. sections 3.3-3.4. If a subrecipient receives the original payroll documents, the subrecipient should review these documents and forward the original documents to the recipient on a weekly basis within the time period described above.

The recipient must maintain in its files the original Davis-Bacon Act payroll records it prepares for itself, as well as those prepared by subrecipients, contractors, and subcontractors. The recipient is not required to submit any of the payroll documents to the BTOP Grants Office unless the assigned Grants Officer makes a request for such records. The payroll records must be maintained so as to be easily accessed by BTOP Grants Officers and by other duly authorized officials. The

recipient must retain these records as provided in the Department of Commerce (DOC) Uniform Administrative Requirements for Grants and Cooperative Agreements, 15 C.F.R. section 14.53 or 24.42, as applicable, generally for the later of three years after closeout of the award, or until any litigation, claim, or audit is resolved.

Enforcement and Penalties

Violation of the requirements of Section 1606 of the Recovery Act and the Davis-Bacon Act and related acts is a serious offense. Compliance is subject to audit during OMB Circular A-133 audits (including program-specific audits) of BTOP grant recipients and subrecipients, as well as audits and investigations by the DOC Office of Inspector General, the Government Accountability Office (GAO), the DOL Wage and Hour Division, and other duly authorized officials. A violation of the Davis-Bacon Act wage requirements may lead NTIA to impose appropriate enforcement action in connection with a BTOP grant award, up to and including suspension or termination of the award. In addition, contracting parties are subject to payment of back wages, and suspension or debarment from future contracts for a period of up to three years. Monetary damages may also apply. Falsification of certified payroll records or the required kickback of wages may subject a violator to civil or criminal prosecution, the penalty for which may include fines and/or imprisonment.

EXHIBIT F

ELIGIBLE AND RESTRICTED USES OF CSLFRF FUNDS

As described in the CSLFRF statute and summarized above, there are four enumerated eligible uses of CSLFRF award funds. As a recipient of an award under the CSLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of CSLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the CSLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project "responds to" a "negative economic impact" caused by the COVID-19 public health emergency;

- Definitions of "eligible employers", "essential work," "eligible workers", and "premium pay" for cases where premium pay is an eligible use;

- A definition of "general revenue" and a formula for calculating revenue lost due to the COVID-19 public health emergency;

- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean Water State Revolving Funds; and,

- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and also sufficiently robust to meet increasing household demands for bandwidth.

Treasury's Interim Final Rule also provides more information on four important restrictions on use of CSLFRF award funds: recipients may not deposit CSLFRF funds into a pension fund; recipients that are States or territories may not use CSLFRF funds to offset a reduction in net tax revenue caused by the recipient's change in law, regulation, or administrative interpretation; and, recipients may not use CSLFRF funds as non-Federal match where prohibited. In addition, the Interim Final Rule clarifies certain uses of CSLFRF funds outside the scope of eligible uses, including that recipients generally may not use CSLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a "rainy day" fund. Recipients should refer to Treasury's Interim Final Rule for more information on these restrictions.

EXHIBIT G

CSFRF SUBRECIPIENT QUARTERLY REPORT

1. CSFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The CSFRF Subrecipient Quarterly Report Workbook must be submitted to the STATE within ten (10) calendar days following each quarter ended September, December, March and June.

City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

Date of Request: 09/03/2024

Project Title: Housing Infrastructure "Casa Connections"

Project Type: ☐ CIP ☑ Grant ☐ Internal Tracking

Project ID: AFH2524020

Grant ID: S2530

Approved By: _____

CT (Finance Use Only)

Department: Office of Affordable Housing Project Manager: Florence Frank/ Kristin Woods Ext: _____

Project Date Range: SEPTEMBER 2024 to JUNE 30,2026 ☐ Create Fixed Asset

---

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: DFA 22-ZG3512-3 FED P/T SLFRF % of Funding: 100%

MUNIS ORG: 2400223 MUNIS OBJ: 490210 Awarded Amount: $2,000,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: CONTRACTUAL:Grants/services MUNIS ORG: 2400223 MUNIS OBJ: 510400

Grants Only (list all grants if applicable):

Grantor Name: SLFRF FED/P/T NMDFA AGREE# 22-ZG3512-3 Awarded Amount: $2,000,000.00

AR Charge Code: 2400223.490210 ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: DFA-700007 Federal CFDA (if applicable): 21.027

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects (Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☑ Attached Grant Documentation

Signature: Matthew Bonifer
Matthew Bonifer (Sep 3, 2024 10:38 MDT)

Email: mtbonifer@santafenm.gov

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract:_____ Procurement # (RFP/ITB# If any):_____

Contractor: _____

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: Housing Infrastructure "Casa Connections" Grant Agreement

Contract: ☐ Agreement: ☒ Lease/Rent: ☐ Amendment: ☐

Term Start Date: September 2024 Term End Date: December 2026 Total Contract Amount: $2,000,000.00

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease:

1.b Amendment #:_____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:_____

Amendment is for:

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

Grant Agreement between the Local Government Division of the NM Department of Finance and Administration

3. Procurement History: N/A

N/A
N/A (Sep 12, 2024 13:33 MDT)
Purchasing Officer Review:

Sep 12, 2024
Date:

Comment & Exceptions:_____

4. Funding Source: Local Government Division, NM DFA **Org / Object:** 2400223/490210

Andy Hopkins
Budget Officer Approval:

Sep 12, 2024
Date:

Comment & Exceptions:_____

5. Grant History (if applicable): _____

Grants Administrator Approval:_____ **Date** _____

Staff Contact who Completed This Form: Florence Frank/ Kristin Woods Phone #: 505-690-6066

To be recorded by City Clerk:
Clerk #_____ Email: _____
Date of Execution: _____

ITT Representative (attesting that all information is reviewed) Title Date

Signature: Florence Frank
Florence Frank (Sep 5, 2024 14:51 MDT)

Email: fhfrank@santafenm.gov

Signature: Emily K. Oster

Email: ekoster@santafenm.gov

Signature:

Email: jjsanchez@santafenm.gov

BAR and Casa Connectin Grant Agreement DFA

Final Audit Report 2024-09-12

Created:	2024-09-05
By:	LORETTA OLGUIN (lsolguin@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAek15lcPqlOM7swhxqX-5cVd3dLI6mUuR

"BAR and Casa Connectin Grant Agreement DFA" History

Document created by LORETTA OLGUIN (lsolguin@santafenm.gov)
2024-09-05 - 8:39:03 PM GMT- IP address: 63.232.20.2

Document emailed to fhfrank@santafenm.gov for signature
2024-09-05 - 8:44:53 PM GMT

Email viewed by fhfrank@santafenm.gov
2024-09-05 - 8:50:34 PM GMT- IP address: 104.47.65.254

Signer fhfrank@santafenm.gov entered name at signing as Florence Frank
2024-09-05 - 8:51:05 PM GMT- IP address: 63.232.20.2

Document e-signed by Florence Frank (fhfrank@santafenm.gov)
Signature Date: 2024-09-05 - 8:51:07 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2024-09-05 - 8:51:08 PM GMT

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2024-09-05 - 8:56:53 PM GMT- IP address: 104.47.65.254

Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2024-09-05 - 8:57:09 PM GMT - Time Source: server- IP address: 73.42.112.54

Document emailed to Randy Randall (rrandall@santafenm.gov) for signature
2024-09-05 - 8:57:11 PM GMT

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2024-09-06 - 1:56:00 AM GMT- IP address: 104.28.48.213

City of Santa Fe
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Email viewed by Randy Randall (rrandall@santafenm.gov)
2024-09-08 - 4:24:32 PM GMT- IP address: 104.28.48.213

Document e-signed by Randy Randall (rrandall@santafenm.gov)
Signature Date: 2024-09-09 - 2:25:06 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-09 - 2:25:07 PM GMT

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2024-09-09 - 7:25:17 PM GMT- IP address: 104.47.65.254

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2024-09-12 - 4:11:27 PM GMT- IP address: 104.47.64.254

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Signature Date: 2024-09-12 - 4:19:48 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-12 - 4:19:49 PM GMT

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2024-09-12 - 4:41:29 PM GMT- IP address: 104.47.64.254

Document declined by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Decline reason: invalid org on the Summary of Contracts.
2024-09-12 - 4:42:57 PM GMT- IP address: 63.232.20.2

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Acrobat Sign

Signature:

Email: jjsanchez@santafenm.gov

BAR and Casa Connection Grant Agreement DFA 09.12.24

Interim Agreement Report 2024-09-12

Created:	2024-09-12
By:	LORETTA OLGUIN (lsolguin@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAJJq4ySVIXGB4lgRLYTYfyySylQmoUq8J

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"BAR and Casa Connection Grant Agreement DFA 09.12.24" History

Document created by LORETTA OLGUIN (lsolguin@santafenm.gov)
2024-09-12 - 5:32:33 PM GMT- IP address: 63.232.20.2

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2024-09-12 - 5:39:13 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-12 - 6:00:12 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-12 - 6:00:48 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-12 - 6:00:57 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-09-12 - 7:27:06 PM GMT- IP address: 63.232.20.2

Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A
2024-09-12 - 7:33:16 PM GMT- IP address: 63.232.20.2

Document e-signed by N/A (jdlovato@santafenm.gov)
Signature Date: 2024-09-12 - 7:33:18 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document emailed to JULIE SANCHEZ (jjsanchez@santafenm.gov) for signature

2024-09-12 - 7:33:24 PM GMT

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Acrobat Sign

City of Santa Fe New Mexico
Memorandum

DATE: August 25, 2024

TO: Finance Committee
Governing Body

VIA: Travis Dutton-Leyda, Chief Procurement Officer
Eric Candelaria, ITT Director

FROM: Emily Oster, Finance Director

Emily K. Oster

ITEM AND ISSUE:
The City of Santa Fe Finance Department, Budget Division requests for the approval of the General Service Agreement #47QSWA18D008F in the total amount of $650,940.59 for Budget Software for the Finance Department with Carahsoft, EUNA Solutions, Questica; (Emily Oster, Finance Director, ekoster@santafenm.gov ; 505-629-3411)

BACKGROUND AND SUMMARY:
The City of Santa Fe, Finance Department, Budget Division requires budget software that can prepare the budget request and operating budget books, detail reports, in-depth analysis data, and projections of expenditures. Carahsoft, EUNA Solutions, Questica Budget Software is utilized by both the City of Albuquerque and Bernalillo County. Carahsoft, EUNA Solutions, Questica Budget Software is also authorized by the General Financial Officers Association (GFOA).

PROCUREMENT METHOD:
The procurement method is a General Service Agreement #47QSWA18D008F, Information Technology and Related, Products and Services

CONTRACT NUMBER:
The Fiscal Year 2025 Munis Contract Number is # 3250041

FUNDING SOURCE:
Fund Name: Finance ERP, Other Consulting,
MUNIS ORG./OBJECT: 3251501/510340

ACTION REQUESTED:
The Finance Department, Budget Division respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Carahsoft, EUNA Solutions, Questica

Procurement/contract Title: Questica Budget Software

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☒Other: GSA Contract # 47QSWA18D008F

Requesting Department: Finance Department Staff Name: Emily Oster

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☒	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**		☒	**FIR**
☐	☒	**Other: _____**	☒	☐	**Certificate of Insurance (srvs)**
☒	☐	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, s page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Department Point of Contact	Title	Date
Emily K. Oster		Aug 15, 2024
Department Director		Date
		Aug 14, 2024
Chief Procurement Officer		Date
ITT Representative	Title	Date

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the

procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

JoAnn D. Lovato Montaño, CPO
Contracts Supervisor
c: (505) 469-6045

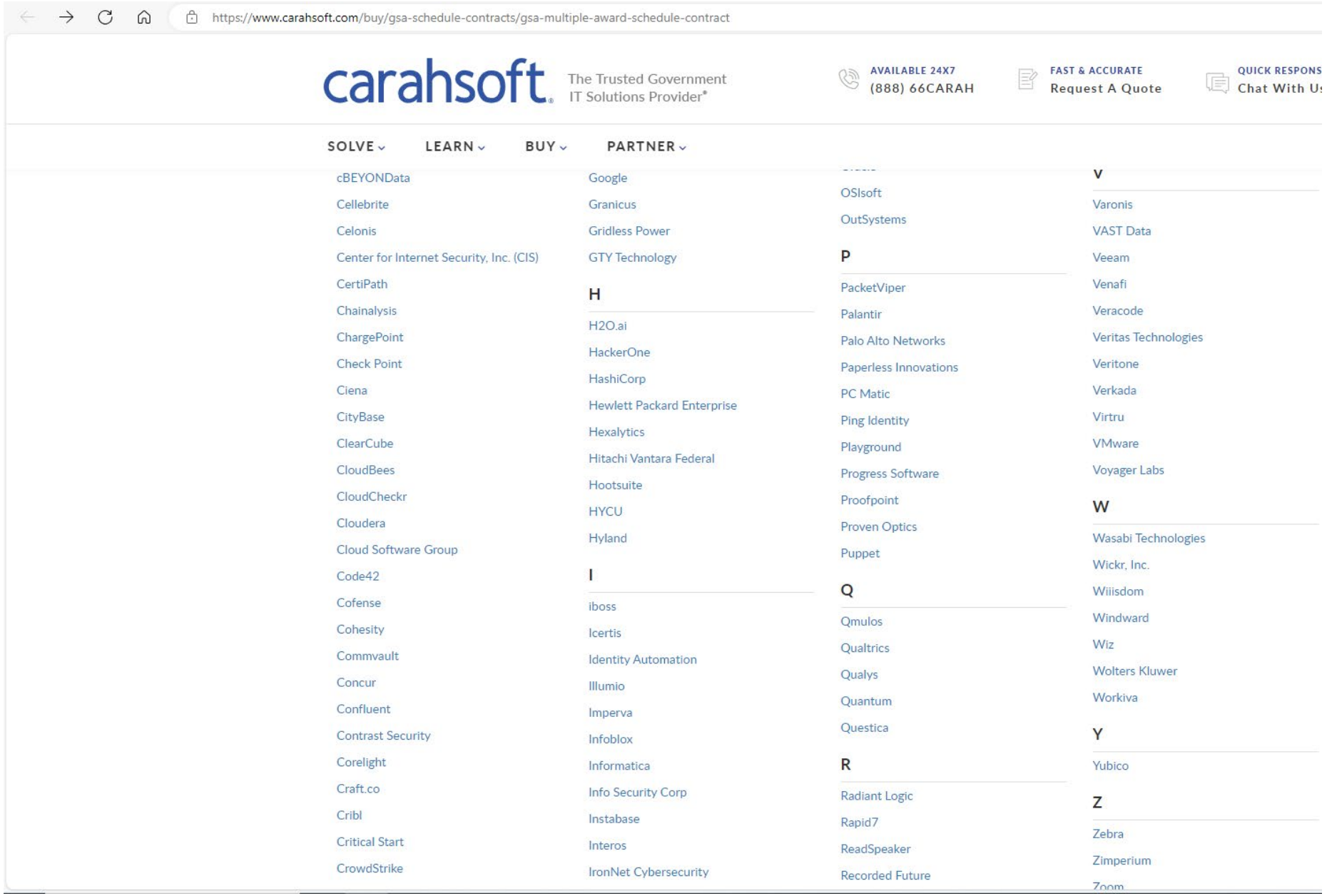
GSA Schedule Contract # 47QSWA18D008F

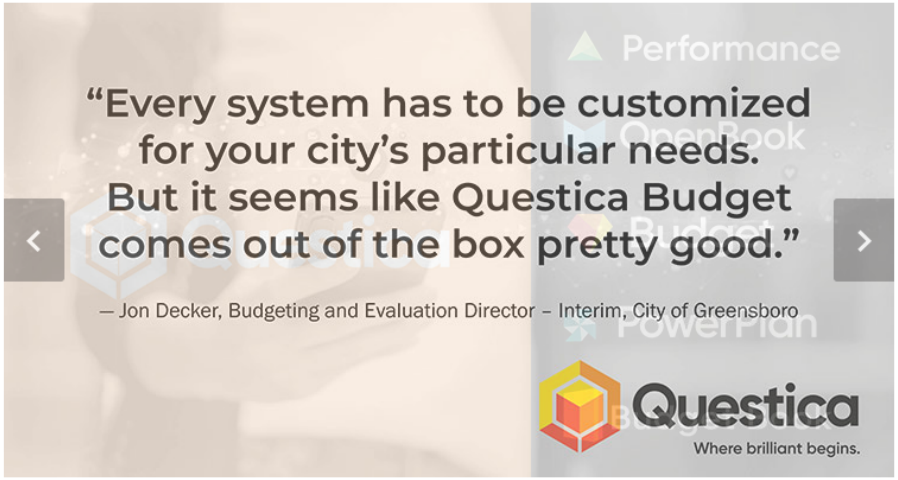
Contract & Order Information

Contract Title:	GSA MAS 8F
Contractor:	Carahsoft Technology Corp.
Number:	47QSWA18D008F
Contract Period:	August 22, 2018 - August 21, 2028
Federal Taxpayer ID:	52-2189693
Cage Code:	1P3C5
DUNS Number:	088365767
Shipping Point:	FOB Destination
Terms:	Net 30 (On Approved Credit)
Guidelines & Notes:	Agency purchase orders must be emailed to Contracts@carahsoft.com. Please remember to put the Contract Number (47QSWA18D008F) on your Purchase Order.

GSA Pricelist
Terms & Conditions
Manufacturer Commercial Supplier Agreements
Authorized Participating Dealers

Carahsoft offers products and services from the following manufacturers under GSA Contract 47QSWA18D008F


https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-multiple-award-schedule-contract
carahsoft
The Trusted Government IT Solutions Provider®
AVAILABLE 24X7
(888) 66CARAH
FAST & ACCURATE
Request A Quote
QUICK RESPONS
Chat With Us
SOLVE
LEARN
BUY
PARTNER
cBEYONDData
Cellebrite
Celonis
Center for Internet Security, Inc. (CIS)
CertiPath
Chainalysis
ChargePoint
Check Point
Ciena
CityBase
ClearCube
CloudBees
CloudCheckr
Cloudera
Cloud Software Group
Code42
Cofense
Cohesity
Commvault
Concur
Confluent
Contrast Security
Corelight
Craft.co
Cribl
Critical Start
CrowdStrike
Google
Granicus
Gridless Power
GTY Technology
H
H2O.ai
HackerOne
HashiCorp
Hewlett Packard Enterprise
Hexalytics
Hitachi Vantara Federal
Hootsuite
HYCU
Hyland
I
iboss
Icertis
Identity Automation
Illumio
Imperva
Infoblox
Informatica
Info Security Corp
Instabase
Interos
IronNet Cybersecurity
OSIsoft
OutSystems
P
PacketViper
Palantir
Palo Alto Networks
Paperless Innovations
PC Matic
Ping Identity
Playground
Progress Software
Proofpoint
Proven Optics
Puppet
Q
Qmulos
Qualtrics
Qualys
Quantum
Questica
R
Radiant Logic
Rapid7
ReadSpeaker
Recorded Future
V
Varonis
VAST Data
Veeam
Venafi
Veracode
Veritas Technologies
Veritone
Verkada
Virtru
VMware
Voyager Labs
W
Wasabi Technologies
Wickr, Inc.
Wiiisdom
Windward
Wiz
Wolters Kluwer
Workiva
Y
Yubico
Z
Zebra
Zimperium
Zoom



Budget Management and Data Visualization Software for the Public Sector

For over 20 years, Questica has been working with government agencies to better enable data-driven budgeting and decision-making, while increasing data accuracy, saving time and improving stakeholder trust. Over 700 hundred public sector organizations across North America have eliminated spreadsheets using our Questica Budget suite to drive budget transformation by creating a single source of data truth. By seamlessly integrating with an agency's existing financial system and other systems, Questica Budget is an easy-to-use, comprehensive and collaborative cloud-based solution for operating, capital and salary budget preparation and management. Questica is a GTY Technology company (NASDAQ: GTYH) and GovTech 100 company.

Featured Resources

Request A Demo
with one of our budgeting experts.

Book Now!

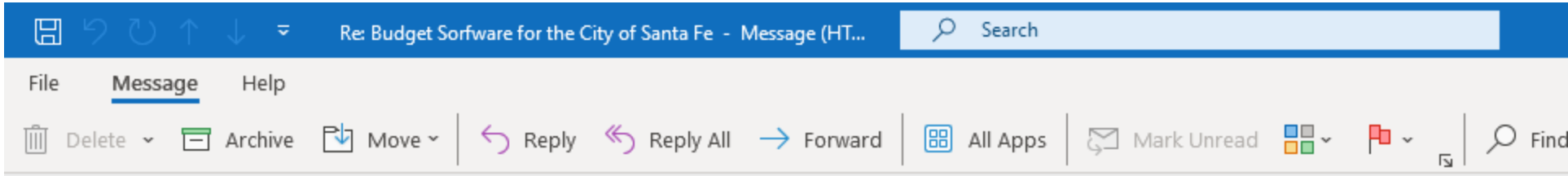
For more information about Questica Products and Services, please contact:

Questica Solutions for Public Sector

Main: (703) 673-3570

Fax: (703) 871-8505

Email: Questica@carahsoft.com



Re: Budget Sorfware for the City of Santa Fe

ML

Matt Loehman <mloehman@horizonsofnewmexico.org>
To LUCERO, PATRICK A.

If there are problems with how this message is displayed, click here to view it in a web browser.

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

Good afternoon Patrick,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250041 Procurement # (RFP/ITB# If any): _____

Contractor: Carahsoft, EUNA Solutions, Questica Budget Software

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☑ *Cooperative* ☐ *Exempt* ☐ *SWPA/Existing* ☐

Description/Title: Budget Sortware

Contract: ○ Agreement: ⊗ Lease/Rent: ○ Amendment: ○

Term Start Date: 8/22/2018 Term End Date: 8/21/2028 Total Contract Amount: $650,940.59

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* _____

Contract / Lease: GSA #47QSWA18D008F

1.b Amendment #: _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: _____

Amendment is for: _____

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

The Finance Department, Budget Division require budget software that prepares the budget request and operating budget books, detail reports, in-depth analysis, and projections of expenditures. Carahsoft, EUNA Solutions, Questica Budget Sortware is utilized by both the City of Albuquerque and Bernalillo County.

3. Procurement History: GSA 47QSWA18D008F

_____ _____

Purchasing Officer Review: Date:

Comment & Exceptions: Term should match the procuring agreement. Amend this after execution to change term

4. Funding Source: Finance ERP, OTHER Consulting **Org / Object:** 3251501/510340

Andy Hopkins _____

Budget Officer Approval: Date:

Comment & Exceptions: _____

5. Grant History (if applicable): _____

Grants Administrator Approval: _____ **Date** _____

Staff Contact who Completed This Form: _____ Phone #: _____

To be recorded by City Clerk:

Clerk # _____

Email: _____

Date of Execution: _____

_____

ITT Representative (attesting that all information is reviewed) Title Date

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: Carahsoft Technology Corporation
DBA: Carahsoft Technology Corporation

Business Location: 11493 SUNSET HILLS RD SUITE 100
RESTON, VA 20190

CRS Number: 03-268390-00-1

Owner: Carahsoft Technology Corporation

License Number: 236811

License Type: Business License - Renewable

Issued Date: April 08, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: April 08, 2025

Fees Paid: $10.00

Carahsoft Technology Corporation
11493 SUNSET HILLS RD
RESTON, VA 20190

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 #: _____
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB #: GSA #47QSWA18D008F

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Software Contract

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and Carahsoft Technology Corp., herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall provide budget software which performs the following tasks:

- Prepares the budget request and operating budget books.
- Prepares detailed reports, in-depth analysis, and projections of expenditures.

The Questica Budget Software Modules shall include:

- Operating License Seats (Unlimited)
- Personnel Planning & Budgeting License Seats (Unlimited)
- Capital License Seats (Unlimited)
- Unlimited Read-Only Licenses
- Performance Measures
- Allocations
- Statistical Ledger
- OpenBook Transparency
- Budget Book Studio

- The Contractor shall provide the following services:
- Planning & Analysis
- Installation
- Data Load & Verify
- Training

- Project Management
- Single Sign-on (Operating Integrations – Budget Import, Budget Export, Amended Export
- Capital Integrations – Budget Import, Budget Export
- Personnel Integrations – HR Data Sync

3. **Compensation**

The City shall pay to the Contractor based upon the schedule identified in "Exhibit A" attached hereto, not to exceed six hundred fifty thousand nine hundred forty dollars and fifty-nine cents ($650,940.59) excluding New Mexico gross receipts tax. The New Mexico gross receipts tax payable under this agreement shall be payable at 8.1875% totaling fifty-three thousand two hundred ninety-five dollars and seventy-six cents ($53,295.76). The total compensation under this Contract shall not exceed $704,236.35 including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate at the end of year **five (5) years from date of final signature.** The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's records which directly pertain to the provision of services.

14. **Commercial Warranty**

The Contractor agrees that services furnished under this Contract shall be covered by the standard warranties the Contractor gives to any customer for such services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor’s representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor

learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established, and maintained by the City of Santa Fe, General Service Agreement (GSA) Contract# 47QSWA18D008F, and through this language hereby incorporates this agreement by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents,

officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

a. CONTRACTOR Indemnification.

(i) CONTRACTOR shall indemnify, defend, and hold harmless City from and against any and all losses, damages, liabilities, costs (including attorneys' fees) ("**Losses**") incurred by City resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Questica budget software, or any use thereof in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, provided that City promptly notifies CONTRACTOR in writing of such Third-Party Claim, cooperates with CONTRACTOR, and allows CONTRACTOR sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, City agrees to permit CONTRACTOR, at CONTRACTOR's sole discretion, to (A) modify or replace the Questica budget software to make it non-infringing, or (B) obtain the right for City to continue use, or (C) terminate the license for the Questica budget software and provide a pro rata refund to City. If CONTRACTOR determines that neither alternative is reasonably available, CONTRACTOR may

terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to City.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the Questica budget software in combination with data, software, hardware, equipment, or technology not provided by CONTRACTOR or authorized by CONTRACTOR in writing; (B) modifications to the Questica budget software not made by CONTRACTOR; or (C) City Data; or (D) Third-Party Products.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or

debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. Intentionally Omitted.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:
The City of Santa Fe
Finance Department
Emily Oster
200 Lincoln Avenue
Santa Fe, NM 87504
(505) 955-6949

To the Contractor:
Garrett Smith
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:
Garrett Smith
Carahsoft Technology Corp.
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:

Carahsoft Technology Corp.

Natalie LeMay
_____
Natalie LeMay, State & Local Contracts Manager

_____

DATE: Jul 18, 2024

CRS# 03-268390-00-1

Registration # 52-2189693

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jul 18, 2024 13:13 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2024

6/30/2025

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 Insurance Brokers, LLC CA License #OF15767 Three Embarcadero Center, Suite 600 San Francisco CA 94111	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1515101 Questica Ltd 3653 South Avenue Springfield MO 65807	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** StarNet Insurance Company — 40045 **INSURER B :** Berkley National Insurance Company — 38911 **INSURER C :** Associated Industries Insurance Co, Inc. — 23140 **INSURER D :** HDI Global Specialty SE — 40041 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20322823 **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 X Deductible: $0 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	N	N	TCP 7022821-11	6/30/2024	6/30/2025	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 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	TCP 7022821-11	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll Ded.	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 1,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $ $0	N	N	TCP 7022821-11	6/30/2024	6/30/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** N **N / A** **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		N	TWC 7022822-12	6/30/2024	6/30/2025	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 D	Primary Tech E&O/Cyber/PL Excess Tech E&O/Cyber	N	N	AES1234121-00 FRH-H-CT-00000758-01	6/30/2024 6/30/2024	6/30/2025 6/30/2025	$5M SIR: $50K $5,000,000 xs $5,000,000 - $0 SIR	

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

Tech E&O liability is included in the Professional liability policy*

CERTIFICATE HOLDER

20322823
City of Santa Fe, NM
200 Lincoln Avenue
Santa Fe NM 87501

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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City of Santa Fe NM 20322823 Carahsoft Questica Certificate of Liability Insurance 2026

Final Audit Report 2024-08-16

Created:	2024-08-13
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYXoXGhorAPMg2YPZOk7aKgX-13DYtPji

"City of Santa Fe NM 20322823 Carahsoft Questica Certificate of Liability Insurance 2026" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-08-13 - 4:47:51 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-08-13 - 5:39:22 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-08-14 - 6:08:18 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-08-14 - 6:12:41 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-08-14 - 6:12:43 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-08-14 - 7:26:25 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-08-14 - 7:29:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-08-14 - 7:29:39 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-08-16 - 1:23:38 AM GMT- IP address: 104.47.64.254

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Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-08-16 - 1:26:30 AM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-08-16 - 1:26:30 AM GMT

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City of Santa Fe New Mexico
Finance Department
Memorandum

DATE: **9/6/2024**

TO: **Governing Body**
Quality of Life
Finance Committee

VIA: **Alexis Lotero, Assistant Finance Director**

FROM: **Raymond 'Scott' Gunter – Procurement Manager**

ITEM AND ISSUE:
The Finance department is requesting approval of the Auction Disposal List and the Authority to Delegate signing of the titles to the Assistant Director of Finance or its designee. For more information regarding the request, please contact Raymond 'Scott' Gunter who is serving in the capacity as Auction Coordinator. Mr. Gunter's email is RSGunter@santafenm.gov and phone number is 505-469-8949.

BACKGROUND AND SUMMARY:
The City will participate in the New Mexico Annual Statewide Auction, scheduled for Saturday, October 19, 2024, at the Department of Public Safety track. This auction is intended to dispose of capital assets, including vehicles, trucks, buses, transit vans, turf maintenance equipment, and various other items. These assets have been accumulating at multiple locations throughout the City over the years. The final approval list for the auction will be submitted at least one week prior to the Quality-of-Life Committee meeting on September 18, 2024. Finance estimates that the auction will generate revenue approximately $700,000. In accordance with the below SWPA, Bentley's will deduct a 10% commission from the proceeds before issuing a check to the City of Santa Fe after the auction is complete.

PROCUREMENT METHOD:
NM SWPA 10-00000-21-00083/Auction Services – Physical On-Site, Bentley & Associates LLC

CONTRACT NUMBER:
N/A

FUNDING SOURCE:
The funding source is N/A

Fund Name/Number: N/A

Munis Org Name/Number: N/A

Munis Object Name/Number: N/A

ACTION REQUESTED:
The Finance Department respectfully requests your review and approval.

City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:
Signe I. Lindell, Mayor Pro Tem, District 1
Alma G. Castro, District 1
Michael J. Garcia, District 2
Carol Romero-Wirth, District 2
Lee Garcia, District 3
Pilar F.H. Faulkner, District 3
Jamie Cassutt, District 4
Amanda Chavez, District 4

MEMORANDUM FOR RECORD

Date: 9/6/2024

To: Bentley's & Associates, LLC

From: R. Scott Gunter / Procurement Manager

SUBJECT: Authorization to Sell Vehicles and Miscellaneous items at Auction /Authorization for Titling

1.The purpose for this memorandum is to grant authorization for Bentley's & Associates, LLC to auction off vehicles to the highest bidder on behalf of the City of Santa Fe.

2.The City of Santa Fe is authorizing Bentley's & Associates, LLC to act on their behalf for the purpose of selling their vehicles and equipment at a public auction on Saturday, October 19, 2024

3.The POC for this memorandum is R. Scott Gunter, Finance Department, City of Santa, NM.

4. This memo also serves as authorization for the respective State's Motor Vehicles Departments to allow titling and registration of the vehicle or asset purchased. R. Scott Gunter is an authorized signer of titles for the City of Santa Fe.

R. Scott Gunter

Finance Department
Central Purchasing Office
City of Santa Fe
c. 505-469-8949
RSGunter@santafenm.gov

FA #	DEPT	Equipment/ Vehicle (E/V) or Other	TITLE (Y/N)	OTHER INFORMATION	NON-VEHICLE DESCRIPTION	VEHICLE YEAR/MAKE/MODEL	VIN# /SN#	G-PLATE	ITEM LOCATION	WORKING CONDITION/ITEM CONDITION	CLEANED BEFORE FLEET INSPECTS (Y/N)	Accounting Use Only OBJ Code
21535	CIP	Vehcile	REQ /MVD	Age Condition/misfire injectors		1991 Chevy KOD Dump truck	1GBL7H1P9MJ107572		Siler Road Storage			
24988	FLEET	* VEHICLE	Y	Needs Key?Tow?Age/Repair Hist/condition/ nonuse		1996 Ford F-150 4X4	2FTEF14N7TCA25720		*	Age/condition		
27232	FLEET	* VEHICLE	Y	Age/Condtion		CHEVROLET - BLAZER - 4x4 - 1999	1GNDT13WXXK164392	G40559	* FLEET			
27268	FLEET	* VEHICLE	Y	Needs Key?Tow?Age/Non-Use/List of different repairs		1999 Chevy Astrovan	1GNDM19W7XB160594		*	Age/condition		
29068	FLEET	* VEHICLE	Y	Auction Vehicle Eng Noise/age/Miles		2000 Ford E-150 1/2 Ton Cargo Van	1FTRE14W2YHB84478		*	Age/Condition		
51304	FLEET	* VEHICLE	Y	Sat/age/not practical to keep		CHEVROLET - IMPALA - 2004	2G1WF52K949350459	G58119	* FLEET			
52009	FLEET	* VEHICLE	Y	Cant Find on E1 by FA or Vin5389		FORD - F-150 - 4x4 -2004	1FTPX145X4NC08207	G58707	* FLEET			
52077	FLEET	* VEHICLE	Y	Sat/age/not practical to keep		CHEVROLET - IMPALA - 2005	2G1WF52K859262617	G60583	* FLEET			
52521	FLEET	* VEHICLE	Y	Eng issues/age condition		FORD - F-450 - 4X4 CHASSIS CAB - 2007	1FDXW47P77EB27912	G68590	* FLEET			
52691	FLEET	* VEHICLE	Y	transmission Blown, Tow		CHEVROLET - IMPALA - 2008	2G1WS553389227603	G72614	* FLEET			
52699	FLEET	* VEHICLE	Y	Chronic repairs w/dies/Condition		2008 Chevy Impala	2G1WS553789228852		* FLEET	Age/condition/ Broken into		
52958	FLEET	* VEHICLE	Y	Transmission Issues/Age Condition		FORD - E-150 - CARGO VAN - 2006	1FTRE14W46DA08634	G65917	* FLEET			
54281	FLEET	* VEHICLE	Y	Airbag/check eng light/TPMS/Brakes/A/c/not practical to fix		NISSAN - XTERRA - 4x4 - 2011	5N1AN0NWXBC509884	G83234	* FLEET			
50462	FLEET /PARKS	* VEHICLE	Y	Unit Increasingly becoming unreliable. Parts hard to aquire		FORD - LN8000 - DUMP TRUCK - DIESEL - 1993	1FTYR82E1PVA36650	G50886	* FLEET			
51284	FLEET/PLU	* VEHICLE	Y	Transmission issues/Age Condition		CHEVROLET - 1/2 TON - SILVERADO - 4X4 2004	1GCEK19V74Z246663	G57553	* FLEET			
52565	FLEET/PLU	* VEHICLE	Y	Age/Condition/Miles		CHEVEROLET - 1/2 TON - SILVERADO 4x4 - 2007	1GCEK19077Z602330	G69826	* FLEET			
25782	FLEET/PU	* VEHICLE	Y	Age/Condition		CHEVROLET - 1/2 TON SILVERADO TRUCK - 4X2 - 1997	1GCEC14M8VZ203611	G24608	* FLEET			
52758	FLEET/PU	* VEHICLE	Y	Transmission Issues/Age Condition		FORD - EXPLORER - 4X4 -2005	1FMZU72K45ZA66925	G62092	* FLEET			
53891	FLEET/PU	* VEHICLE	Y			FORD - EXPLORER - 4X4 -2008	1FMEU73E68UB32478	G74899	* FLEET			
50549	FLEET/WTR?	* VEHICLE	Y	Age/Condition		FORD -F-150 - 4x4 -2002	1FTRF18L92NB45005	G50445	* FLEET			
53290	FLEETLU	* VEHICLE	Y	Age/ Condition		FORD - F-150 - 4X4 - 2006	1FTPX14V36KD62147	G66771	* FLEET			
52593	ITT	Vehicle	Y			2007 Chevy2007	2G1WS55R079416115		Siler Road Storage			
52091	PARKS	* TRAILER	Y		10' Aluminum Trailer	Unknown	1YGUS12105B015327	G98234	Parks 1142 Siler Road			
53433	PARKS	* VEHICLE	Y	Motor burns oil/ Chronic Clutch issue/ age/miles		Ford Ranger 4x2 2010	1FTKR1AD8APA00777	G78138	Parks 1142 Siler Road			
53821	PARKS	* VEHICLE	Y			Ford F-250 4x4 2006	1FTSW21P26EB50525	G67667	Parks 1142 Siler Road			
29830	PLU	Vehicle	Y	Steering issue/ Frequent repairs		2009 Ford Escape	1FMCU93G89KB78010		Siler Road Storage			
52513	PUBLIC UTILITES	* VEHICLE	Y	Not found in E1 by FA or VIN		Ford F-150 - 4x4 2007	1FTPW14V97KC40803	G69246	*			
52016	Public Utilities	Vehicle	Y	Age/Condition/Frequent Repair		2004 Chevy Ext 4X4	1GCEK19V64E337771		Siler Road Storage			
29974	PUBLIC WORKS	* VEHICLE	Y			CHEVROLET IMPALA 2009	2G1WS57M191318357		* FLEET	Poor		
29981	Public Works	Vehicle	Y	Melted fuse box frequent repairs		2009 Chevy Impala	2G1WS57M491318997		Siler Road Storage			
51293	PUBLIC WORKS	* VEHICLE	Y			Ford Utility Truck 2004	1FDNX20S94EC14780		Siringo Complex	Fair		
51295	PUBLIC WORKS	* VEHICLE	Y			Ford Utility Truck 4x2 2004	1FDNX20S04EC14781		Siringo Complex	Fair		
24501	Public Works Streets	Vehicle	REQ /MVD	Age/Miles/Condition/ clutch issues		1999 Chevy GM4	1GBKC34N6SJ111208		Siler Road Streets storage			
54441	Public Works Streets	Vehicle	Y			2012 Ford F-250 4X4	1FT7W2B64CEA50692		Siler Road Streets storage			
24502	Public Works/ Streets	Vehicle	REQ /MVD	Age/Condition		1995 Chevy GM4 1 ton	1GBKC34N7SJ111170		Siler Road Streets storage			
51252	Public Works/ Streets	Vehicle	Y	Rear Motor Issue/Frequent Repairs/Age/Condition		Elgin Sweeper	49HAADBV34DM76225		Siler Road Streets storage			
53409	Public Works/ Streets	Equipment	Y	Age		Trailer 1997 Steco Transfer Trailer	1S9WAT2T9V1252639		Siler Road Streets storage			
53819	Public Works/ Streets	Vehicle	Y	Miles/Age/Frequent repairs		2008 FordF-350	1FTWX31Y68ED28307		Siler Road Streets storage			
52534	Public Works/Streets	Vehicle	Y	Age/Mileage		2007 Chevy Impala	2G1WS55RX79270452		Siler Road Streets storage			
29080	SFPD	Vehicle	REQ /MVD			2001 Dodge Ram	3B7HF12Z51G230438		Siler Road Storage			
51260	SFPD	* VEHICLE	Y			Ford F-150 4x4 2004	1FTPX14514NB27029	??	* SPFD Evidence Lot	Yes	Yes	
54450	SFPD	* VEHICLE	Y			2012 Chevy Impala	2G1WD5E32C1162020	G84511	* SPFD Evidence Lot	Yes	Yes	
54460	SFPD	* VEHICLE	Y			2012 Chevy Impala	2G1WD5E39C1163813	G84660	* SPFD Evidence Lot	Yes	Yes	
54461	SFPD	* VEHICLE	Y			2012 Chevy Impala	2G1WD5E32C1163183	G84662	* SPFD Evidence Lot	Yes	Yes	
54462	SFPD	* VEHICLE	Y			2012 Chevy Impala	2G1WD5E39C1163083	G84625	* SPFD Evidence Lot	Yes	Yes	
54603	SFPD	* VEHICLE	Y			Ford Explorer 2013	1FM5K8AR2DGC11009	G88111	* SPFD Evidence Lot	Yes	Yes	
54648	SFPD	* VEHICLE	Y			Ford Explorer 2013	1FM5K8AR1DGC11020	G88122	* SPFD Evidence Lot	Yes	Yes	
54883	SFPD	* VEHICLE	Y			Ford Taurus 2014	1FAHP2MK7EG148334	G90455	* SPFD Evidence Lot	Yes	Yes	
54894	SFPD	* VEHICLE	Y			Ford Taurus 2014	1FAHP2MK3EG148329	G90829	* SPFD Evidence Lot	Yes	Yes	
54902	SFPD	* VEHICLE	Y			Ford Taurus 2014	1FAHP2MK7EG148320	G90821	* SPFD Evidence Lot	No	Yes	
54904	SFPD	* VEHICLE	Y			Ford Taurus 2014	1FAHP2MK0EG148322	G90823	* SPFD Evidence Lot	No	Yes	
54906	SFPD	* VEHICLE	Y			Ford Taurus 2014	1FAHP2MK4EG148324	G90825	* SPFD Evidence Lot	Yes	Yes	

54928	SFPD	* VEHICLE	Y		Ford Taurus 2014	1FAHP2MK9EG178712	G91733	*SPFD Evidence Lot	No	Yes	
55097	SFPD	* VEHICLE	Y		Ford Explorer 2015	1FM5K8AR4FGB26031	G92857	*SPFD Evidence Lot	Yes	Yes	
55123	SFPD	* VEHICLE	Y		Ford Explorer 2015	1FM5K8ARXFGB26034	G93430	*SPFD Evidence Lot	Yes	Yes	
55127	SFPD	* VEHICLE	Y		Ford F-250 2015	1FTBF2B69FEC03470	G94206	*SPFD Evidence Lot	Yes	Yes	
55547	SFPD	* VEHICLE	Y		Ford F-250 2016	1FTBF2B60GEB54953	G96310	*SPFD Evidence Lot	Yes	Yes	
55548	SFPD	* VEHICLE	Y		Ford F-250 2016	1FTBF2B62GEB54954	G96311	*SPFD Evidence Lot	Yes	Yes	
55585	SFPD	* VEHICLE	Y		Ford Taurus 2016	1FAHP2MK7GG101145	G96857	*SPFD Evidence Lot	No	Yes	
55590	SFPD	* VEHICLE	Y		Ford Taurus 2016	1FAHP2MK0GG101150	G96862	*SPFD Evidence Lot	Yes	Yes	
55932	SFPD	* VEHICLE	Y		Ford Taurus 2017	1FAHP2MK4HG102996	G00060	*SPFD Evidence Lot	Yes	Yes	
55934	SFPD	* VEHICLE	Y		Ford Taurus 2017	1FAHP2MK3HG102990	G99216	*SPFD Evidence Lot	No	Yes	
55946	SFPD	* VEHICLE	Y		Ford Taurus 2017	1FAHP2MK7HG102989	G00027	*SPFD Evidence Lot	No	Yes	
55949	SFPD	* VEHICLE	Y		Ford Taurus 2017	1FAHP2MK0HG102994	G00059	*SPFD Evidence Lot	Yes	Yes	
55954	SFPD	* VEHICLE	Y		Ford Taurus 2017	1FAHP2MK4HG103002	G99212	*SPFD Evidence Lot	No	Yes	
55985	SFPD	* VEHICLE	Y		Ford Fusion 2017	3FA6P0HD9HR312560	G00519	*SPFD Evidence Lot	No	Yes	
56094	SFPD	* VEHICLE	Y		Ford Explorer 2017	1FM5K8AR0HGD58029	G01937	*SPFD Evidence Lot	Yes	Yes	
56127	SFPD	* VEHICLE	Y		FORD - TAURUS - 2017	1FAHP2MKXHG145822	G02666	*SPFD Evidence Lot			
56131	SFPD	* VEHICLE	Y		Ford Taurus 2017	1FAHP2MK6HG145817	G002670	*SPFD Evidence Lot	No	Yes	
56325	SFPD	* VEHICLE	Y		FORD - TAURUS - 2019	1FAHP2MK7KG106838	G05424	*SPFD Evidence Lot			
56342	SFPD	* VEHICLE	Y		Ford Expedition 2019	1FMJU1GT3KEA03099	G05881	*SPFD Evidence Lot	Yes	Yes	
56571	SFPD	* VEHICLE	Y		Ford F-150 2020	1FTEW1EP6LKD80664	G09106	*SPFD Evidence Lot	No	Yes	
56662	SFPD	* VEHICLE	Y		Ford Explorer 2020	1FM5K8AB0LGC35553	G09916	*SPFD Evidence Lot	No	Yes	
56669	SFPD	* VEHICLE	Y		Ford Explorer 2020	1FM5K8AB8LGC35560	G09923	*SPFD Evidence Lot	No	Yes	
57202	SFPD	* VEHICLE	Y		Ford Explorer 2022	1FM5K8AW6NNA03329	G16029	*SPFD Evidence Lot	No	Yes	
24987	T&D	Vehicle	Y		1996 Ford 1/2	2FTEF14N9TCA25721		Siler Road Storage			
56135	WWM	Vehicle	Y	Bad lifters/Eng Damage/high idle time freq repair	2018 Chevy Silverado	1GCVKNEH6JZ228500		WWM			
54430	Y&Fam	Vehicle	REQ /MVD	Age/Condition/Frequent Repair	1999 Ford E-350 Van	1FBSS31L5XHC01356		Siler Road Storage			
21378	FLEET	* VEHICLE	Y	Injectors need replacment chronic issues	GMC C7 - DUMP TRUCK - DIESEL - 4x2 1991	1GDP7H1J4MJ506734	G11561	* FLEET			
21419	FLEET	* VEHICLE	Y	Needs Key	CHEVROLET 3/4 TON 4x2 - 1991	1GCEC14HXME158860	G16284	* FLEET			
22525	Unkown	Vehcile	Y	Age/Condition Verify and label unit	1992 Chevy 3/4 ton	1GBGC24K2NE175006		Siler Road Storage			
23188	PARKS	* VEHICLE	Y	Age/Miles/Condition	Ford F800 Dump Truck 1993	1FDXK84E7PVA38511	G89089	Parks 1142 Siler Road			
23780	FLEET /PARKS	* VEHICLE	Y	Age/Condition	Chevrolet 1500 1994	1GCDC14Z4RZ197609	G15249	Parks 1142 Siler Road			
24790	PUBLIC UTILITES	* VEHICLE	Y	Transmission Issues/Age Condition	CHEVROLET GMT-400 TRUCK - CHASIS CAB -1995	1GBHK34N2SE126794	G21621	*			
24948	FLEET	* VEHICLE	Y	Needs Key? Age/condition	FORD - F-250 4X4 - 1996	1FTHF25H4TEA50046	G29678	* FLEET			
24986	FLEET/PU	* VEHICLE	Y	Age/Condition	FORD - F-150 - 4X4 - 1996	2FTEF14N0TCA25719	G33032	* FLEET			
24987	FLEET/WTR	* VEHICLE	Y	History performance issue/age/condtion	FORD - F-150 - 4x4 -1996	2FTEF14N9TCA25721	G33029	* FLEET			
25038	Unkown	Vehicle	N	Age/Condition	1996 Dodge Van	2B5WB35Z8TK127541		Siler Road Storage			
25158	FLEET/Parking	* VEHICLE	Y	Age/Condition/Miles	CHEVY BLAZER - 1999	1GNDT13W0XK228133	?	* FLEET			
25769	FLEET/PU	* VEHICLE	Y	Age/Condition	FORD - F-150 - 4X4 - 1997	1FTDF18WXVLB29139	G24707	* FLEET			
26133	FLEET	* VEHICLE	Y	Age/Condition	FORD - F-250 4X4 - 1997	3FTHF26HXVMA49964	G32187	* FLEET			
26210	PUBLIC Works	* VEHICLE	Y	Age/Condition/Miles	Chevrolet - Blazer - 4x4 - 1998	1GNDT13W7WK183416	G90799	*			
26220	PUBLIC UTILITES /WTR	* VEHICLE	Y	Repurposed reserved for Airport	FORD F-800 10 CU YD DUMP TRUCK 9511 1998	1FDYF80E7WVA30566		Water			
27452	FLEET	* VEHICLE	Y	Age/Mileage/Condition	CHEVROLET - BLAZER - 4x4 - 1999	1GNDT13W0XK228133	G41338	*FLEET			
28317	PUBLIC WORKS	* VEHICLE	Y	Age/Condition/Miles/frequent repairs	Dodge Ram Truck 2001	3B7KC26Z31M258254		Siringo Complex	Fair		
28864	WTR?	Vehicle	REQ /MVD	Age/Condition	1995 Ford F-150	1FTDF15Y4SLB54538		Siler Road Storage			
29052	FLEET	* VEHICLE	Y	Needs Key? Age/condition	FORD - F-150 4X4 - 2000	1FTRX18L2YNB96559	G45947	* FLEET			
29055	PW	* VEHICLE	Y	Age/Condtion/Miles	Chevrolet 1500 4x2- 2000	1GCEC14T5YZ347631		*	POOR		
29853	PLU	Vehicle	Y		2009 Ford Escape	1FMCU93GX9KB78008		Siler Road Storage			
29897	FLEET/PU	* VEHICLE	Y	Unit not practical to fix. Unreliable. Chronic issues	FORD - F-450 - SINGLE CAB CHASSIS- 2009	1FDAF47R89EA60831	G77047	* FLEET			
50000	FLEET	* VEHICLE	Y	Needs Key.	CHEVROLET - EXPRESS VAN - 2001	1GAHG39R411237046	G49116	* FLEET			
51020	PUBLIC UTILITES	* VEHICLE	Y		Ford - F-350 -4x4 Chassis Cab - 2003	1FDSW35S03EC03122	G54928	*			
51278	FLEET /PARKS	* VEHICLE	Y	Transmission Issues/Age Condition	FORD F-250 4x4 2004	1FTNF21S44EC14787		Philip			
51279	FLEET	* VEHICLE	Y	High Mileage/age/repair history/motor issues	2004 F-250 2WD Super Duty	1FTNF20LX4EC14786		*	Age/Condition		
51280	PARKS	* VEHICLE	Y		Ford F-250 2004	1FTNF20L84EC14785	G57908	Parks 1142 Siler Road			
51287	FLEET	* VEHICLE	Y	Needs Key? Bad Transmission	2004 Ford F-250 4X4 Super Duty	1FDNF21S14EC14788		*	Age/Condition		

51500	FLEET/PU	* VEHICLE	Y		FORD - F-450 - SINGLE CAB CHASSIS - 2003	1FDXF47P43ED35496	G55830	* FLEET		
52004	FLEET/Y&Fam	* VEHICLE	Y	Age/Condition	CHEVROLET - EXPRESS VAN - 2004	1GCGG25U841196738	G58539	* FLEET		
52013	FLEET/WWM	* VEHICLE	Y	Chronic repairs w/dies/Condition	FORD - F-450 - SINGLE CAB CHASSIS- 2004	1FDXF47S04ED47358	G58710	* FLEET		
52015	Seniors	Vehicle	Y		2004 Chevy 1/2 Ton	1GCEC19T74E218574		Siler Road Storage		
52040	PUBLIC UTILITES	* VEHICLE	Y	Eng Knock/Catalytic converter/Not Practical	Ford - F-150 - 4x4 -2004	1FTPX145X4FA01097	G59383	*		
52078	FLEET/ITT	* VEHICLE	Y	Age/Condition/Miles	CHEVROLET - IMPALA - 2005	2G1WF52K359265098	G60584	* FLEET		
52080	FLEET	* VEHICLE	Y	Age/Condition/Miles	CHEVROLET - IMPALA - 2005	2G1WF52K359267224	G96518	* FLEET		
52081	FLEET/Parking	* VEHICLE	Y	History Chronic Problems/age/miles	CHEVROLET - IMPALA - 2005	2G1WF52K659267914	G65086	* FLEET		
52763	Parks	Vehicle	REQ /MVD		2005 Chevy Silverado	1GCEC14Z45Z296915		Siler Road Storage		
52972	FLEET/PU	* VEHICLE	Y	Age/Condition/Sat	CHEVROLET - 1/2 TON SILVERADO - 4x4 - 2006	1GCEK14Z66Z287945	G66769	* FLEET		
53281	FLEET/Parks	* VEHICLE	Y	History performance issue/age/condtion/Stalls	FORD - F-250 - 4x4 - 2006	1FTSW21P26EB50525	G67667	* FLEET		
53775	FLEET	* VEHICLE	Y	Sat/age/not practical to keep	HONDA - CIVIC - 2008	1HGFA46538L000314	G72987	* FLEET		
53811	FLEET	* VEHICLE	Y	Needs Tow Blown Motor	2008 Ford F250 4X4 Utility truck	1FDNF21518ED23476		*	Blown Motor	
53890	PARKS	* VEHICLE	Y	Motor has low comression/age/Condition	Ford F-150 4x4 2008	1FTRF14V48KE91433	G74898	Parks 1142 Siler Road		
54444	FLEET /PARKS	* VEHICLE	Y	Motor Seized, Tow	FORD - F-250 - 4x4 -20112	1FT7W2B63CEA50635	G84294	* FLEET		
54927	FLEET /SFPD	* VEHICLE	Y	transmission Blown, Tow	FORD - TAURUS - 2014	1FAHP2MK5EG178710	G91735	* FLEET		

FA #	DEPT	Equipment/ Vehicle (E/V) or Other	TITLE (Y/N)	OTHER INFORMATION	NON-VEHICLE DESCRIPTION	VEHICLE YEAR/MAKE/MODEL	VIN# /SN#	G-PLATE	ITEM LOCATION	WORKING CONDITION/ITEM CONDITION	CLEANED BEFORE FLEET INSPECTS (Y/N)	Accounting Use Only OBJ Code
20682	Public Works/ Streets	* TRAILER		Age/Condition		Trailer for unit 431	N/A		Siler Road Streets storage			
29898	PARKS	* TRAILER	Y		2009 Big Tex Trailer 12'	Unknown	16VNX122081C25473	G77190	Parks 1142 Siler Road			
N/A	PUBLIC UTILITES	* TRAILER	N		1996 Handmade Trailer		11249601A506910	00268TRJ	Midtown			
N/A	COMMUNITY SERVICES	EQUIPMENT	N		4 section serving table with 2 each 4 Well Hot Food Table sections and 2 each 1 well Refrigerated table sections	Will this be sold as one unit or broken up, MAKE AND Model	15186	15186	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Charbroil Grill	Model ?	25253	25253	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Floor Mixer	MAKE AND MODEL ?	52468	52468	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		4 Well Hot Food Table	MAKE AND MODEL ?	306012	306012	Senior Services	Fair		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Cook and Hold Oven (Alto-Shaam)	Model ?	352222	352222	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		6 Burner Gass Range with Griddle & 2 Ovens	MAKE AND MODEL ?	65215113	65215113	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Charbroil Grill	MAKE AND MODEL ?	650125316	650125316	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Convection Oven Double Door	MAKE AND MODEL ?	052914RA028B	052914RA028B	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Floor Mixer	MAKE AND MODEL ?	31-1416-346	31-1416-346	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Gas Steamer	MAKE AND MODEL ?	46-3012374	46-3012374	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Gas Steamer	MAKE AND MODEL ?	4GC8	4GC8	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Dishwasher	MAKE AND MODEL ?	630-5503	630-5503	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Floor Mixer	MAKE AND MODEL ?	6P630B	6P630B	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Floor Mixer	MAKE AND MODEL ?	GP680F	GP680F	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Staninless TS-49 Refrigerator	Make ?	NEK62127	NEK62127	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Milk Dispenser	MAKE AND MODEL ?	SADG32600A	SADG32600A	Senior Services	Poor		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Under Counter Dishwasher	MAKE AND MODEL ?	V2569	V2569	Senior Services	Fair		
N/A	COMMUNITY SERVICES	EQUIPMENT	N		Under Counter Dishwasher	MAKE AND MODEL ?	V6965	V6965	Senior Services	Fair		
N/A	EMERGENCY MANAGEMENT	EQUIPMENT	N		Lrg Electronics Cabinet	MAKE AND MODEL ?	Midtown PSB	Unkn		Obsolete		
N/A	EMERGENCY MANAGEMENT	EQUIPMENT	N		Sm Electronics Cabinet	MAKE AND MODEL ?	Midtown PSB	Unkn		Obsolete		
N/A	PARKS	EQUIPMENT	N		Sign Making Powered Table and Saw	MAKE AND MODEL ?	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		One (1) Pallet - Table Saw	MAKE AND MODEL ?	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		One (1) Pallet - Blowers (MISC MAKES AND MODELS)	APPROX #'s	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		One (1) Pallet - Weed Eaters (MISC MAKES AND MODELS)	APPROX #'s	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		One (1) Pallet - Office Shredder (MISC MAKES AND MODELS)	APPROX #'s	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		One (1) Pallet - Pallet Jack (MISC MAKES AND MODEL)	APPROX #'s	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		Six (6) Pallets - Mower Parts (MISC MAKE AND MODEL PARTS)	CAN BE MORE SPECIFIC ON TYPES OF PARTS?	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		One (1) Pallet - Tonneau Cover (MISC MAKES AND MODELS)	APPROX #'s	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	EQUIPMENT	N		Ten (10) Pallets - Misc. Materials and Supplies	CAN BE MORE SPECIFIC ON ITEMS ?	N/A	N/A	Parks 1142 Siler Road			
N/A	PUBLIC WORKS	EQUIPMENT	N		Multiple Treadmills	HOW MANY (MAKE AND MODEL)			La Farge Pool	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Multiple Electric Bicycles	HOW MANY (MAKE AND MODEL)			La Farge Pool	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Multiple Ellipticals	HOW MANY (MAKE AND MODEL)			La Farge Pool	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Cement Mixer-Gas Powered	MAKE AND MODEL ?			Siringo Complex	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Battery Forklift	MAKE AND MODEL ?			Siringo Complex	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Singer Sewing Machine	Model ?			Siringo Complex	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Electric Bicycle	HOW MANY (MAKE AND MODEL)			Siringo Complex	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Snow Plow	HOW MANY (MAKE AND MODEL)			Siringo Complex	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Sand Spreader	HOW MANY (MAKE AND MODEL)			Siringo Complex	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Chain Link Fencing	WHAT SIZE - HOW MANY BUNDLES			Siringo Complex	Good		
N/A	PUBLIC WORKS	EQUIPMENT	N		Dewalt 7790 12" 300mm Blade - Automatic Brake				Siringo Complex Building D	Good		
N/A	SFPD	EQUIPMENT	N		Sound off signal FORCE Vehcile Light Bars and Sirens from Decommisioned SFPD vehicles - Pallet (QTY 9 +/-)				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Sound off signal FORCE Vehcile Light Bars and Sirens from Decommisioned SFPD vehicles - Pallet (QTY 9 +/-)				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Go Jotto and Setina (QTY 10 +/-) Center Consoles from Decommisioned SFPD vehicles				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Go Jotto and Setina (QTY 10 +/-) Center Consoles from Decommisioned SFPD vehicles				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Go Jotto and Setina (QTY 10 +/-) Center Consoles from Decommisioned SFPD vehicles				SPFD Evidence Lot			

N/A	SFPD	EQUIPMENT	N		Go Jotto and Setina (QTY 10 +/-) Center Consoles from Decommisioned SFPD vehicles				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Havis and Go Jotto Vehcile Computer Vehcile Mounts from Decommisioned SFPD vehicles (QTY 10 +/-)				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Havis and Go Jotto Vehcile Computer Vehcile Mounts from Decommisioned SFPD vehicles (QTY 10 +/-)				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Havis and Go Jotto Vehcile Computer Vehcile Mounts from Decommisioned SFPD vehicles (QTY 10 +/-)				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Westin and Go Rhino Push from Decommisioned SFPD vehicles (QTY 10 +/-)				SPFD Evidence Lot			
N/A	SFPD	EQUIPMENT	N		Westin and Go Rhino Push from Decommisioned SFPD vehicles (QTY 10 +/-)				SPFD Evidence Lot			
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Tables - Multiple				La Farge Pool			
N/A	PUBLIC WORKS	FURNITURE	N		Multiple Turning Book Shelves				La Farge Pool	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Multiple Bookshelves				La Farge Pool	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Rolling Desk Chairs - Multiple				La Farge Pool	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Metal Lockers - Multiple Sets				La Farge Pool	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Metal Cabinets - Multiple				La Farge Pool	Good		
N/A	**PUBLIC WORKS**	**FURNITURE**	**N**		**Twin Size Bed Frame (Quantity-5) (Midtown Dorms)**				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	**Excellent**		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Quantity-5) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Bed Frame (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	**PUBLIC WORKS**	**FURNITURE**	**N**		**Wooden Desk-3 Drawers (Quantity-3) (Midtown Dorms)**				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	**Excellent**		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desk-3 Drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Woden Chair w/ Cushions (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		**Multi Shelf Cabinet w/ 3 drawers (Quantity-3) (Midtown Dorms)**				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		

N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Multi Shelf Cabinet w/ 3 drawers (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (PICK-UP ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		**Twin Size Mattresses (Quantity-7) (Midtown Dorms)**				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Mattresses (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Mattresses (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Mattresses (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Mattresses (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Mattresses (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Mattresses (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Excellent		
N/A	PUBLIC WORKS	FURNITURE	N		**Twin Size Head/Footboard set (Quantity-7) (Midtown Dorms)**				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Twin Size Head/Footboard set (Quantity-10) (Midtown Dorms)				Midtown-Kennedy Hall (AUCTIONED ON SITE - MIDTOWN	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Metal Doors - Multiple	APPROX #'s			Siler Road Storage	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Doors - Multiple	APPROX #'s			Siler Road Storage	Fair		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Desks with Drawers - Multiple	APPROX #'s			Siler Road Storage	Fair		
N/A	PUBLIC WORKS	FURNITURE	N		Metal Filing Cabinets - Multiple (Pallets)	APPROX #'s			Siler Road Storage	Fair		
N/A	PUBLIC WORKS	FURNITURE	N		Rolling Desk Chairs - Multiple	APPROX #'s			Siler Road Storage	Fair		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Chairs w/ Cushions - Multiple	APPROX #'s			Siler Road Storage	Fair		
N/A	PUBLIC WORKS	FURNITURE	N		Wooden Bookshelves - Multiple	APPROX #'s			Siler Road Storage	Fair		
N/A	PUBLIC WORKS	FURNITURE	N		Desk Partitions - Multiple	APPROX #'s			Siler Road Storage	Fair		
N/A	PUBLIC WORKS	FURNITURE	N		Jumping Bounce House w/ Blow Up Equipment	MAKE AND MODEL ?			Siringo Complex	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Vending Machine	MAKE AND MODEL ?			Siringo Complex	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Pallet of Chairs	APPROX #'s			Siringo Complex	Good		
N/A	PUBLIC WORKS	FURNITURE	N		BasketBall Goals (Quantity-5)	Make and Model ?			Siringo Complex	Good		
N/A	PUBLIC WORKS	FURNITURE	N		Dinosaur - Sclupture/Display (missing tail)				Siringo Complex	Good		
N/A	SFPD	FURNITURE	N		VARIOUS MISC OFFICE DESKS	APPROX #'			Police Camino Entrada Lot	Police Camino Entrada Lot		
N/A	SFPD	FURNITURE	N		Various Office Cabinets	APPROX #'			Police Camino Entrada Lot	Police Camino Entrada Lot		
N/A	SFPD	FURNITURE	N		Misc Office Chairs - (LOT OF 10)				Police Camino Entrada Lot	Used		
N/A	SFPD	FURNITURE	N		Misc Office Chairs - (LOT OF 10)				Police Camino Entrada Lot	Used		
N/A	SFPD	FURNITURE	N		Misc Office Chairs - (LOT OF 10)				Police Camino Entrada Lot	Used		
N/A	SFPD	FURNITURE	N		Misc Office Chairs - (LOT OF 10)				Police Camino Entrada Lot	Used		
N/A	SFPD	FURNITURE	N		Misc Office Chairs - (LOT OF 10)				Police Camino Entrada Lot	Used		
N/A	SFPD	FURNITURE	N		Misc Office Chairs - (LOT OF 10)				Police Camino Entrada Lot	Used		
N/A	SFPD	FURNITURE	N		Misc Office Chairs - (LOT OF 10)				Police Camino Entrada Lot	Used		

N/A	SFPD	FURNITURE	N		Misc. Office Chairs - (LOT OF 5)				Police Camino Entrada Lot	Used		
N/A	PARKS	OTHER	N		STAGE (able to breakdown to pieces and set up)	N/A	N/A	N/A	Parks Siler Rd			
N/A	PUBLIC UTILITES	OTHER	N		Golf Cart MAKE MODEL ?	MAKE AND MODEL ?	?		Siringo Complex	Good		
N/A	PUBLIC WORKS	OTHER	N		Pallets of Books - Multiple Pallets	APPROX #'s			Siler Road Storage	Fair		
N/A	SFCCC	OTHER	N		Brand - Triple S Model - I - AK		P56SR205		SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 25 - 20'x20'	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 25 20'x20' (Pallet)	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 25 20x20' (Pallet)	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 25 20 x20' (Pallet)	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 25 20 x20' (Pallet)	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 25 20x20' (Pallet)	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 25 20x20' (Pallet)	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	QTY 16 16x16" (Pallet)	4'x 4' sections cherry wood				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N		Carpet extractor/ carpet cleaner Brand - Tennant Model E5				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	5 lights - Pallet	Source 4 Par 575W				SFCCC	FAIR		
N/A	SFCCC	OTHER	N	5 lights - Pallet	Source 4 Par 575W				SFCCC	FAIR		
N/A	SFCCC	OTHER	N	5 lights - Pallet	Source 4 Par 575W				SFCCC	FAIR		
N/A	SFCCC	OTHER	N	5 lights - Pallet	Source 4 Par 575W				SFCCC	FAIR		
N/A	SFCCC	OTHER	N	QTY 12 - Pallet	Wenger Risers - Stage Pieces 48x96'				SFCCC	**Poor / Fair**		
N/A	SFCCC	OTHER	N	3	Miscellanious Audio Equipment (More Detail Needed)				SFCCC	Fair		
N/A	SFCCC	OTHER	N		Brand - Triple S Model - Serial -DS		AD15017		SFCCC	**Poor / Fair**		
N/A	PARKS	OTHER	N		One (1) Pallet - Misc. Office Supplies	CAN THIS BE BROKEN DOWN IN WHAT THE SUPPLIES ARE with APPROX QTY?	N/A	N/A	(R&W)Parks Siler Rd			
N/A	PARKS	OTHER	N		Three (3) Pallets - Misc. Office Furniture	CAN THIS BE BROKEN DOWN INTO DESKS CHAIRS, ETC with APPROX QTY?	N/A	N/A	Parks 1142 Siler Road			
N/A	PARKS	OTHER	N		Two (2) Pallets - Valve Parts (MISC. MAKES AND MODELS)	APPROX #'s / WHAT KIND OF VALVES	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Fencing Pipe (MISC. SIZES)	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Metal Box (MISC MAKES AND MODELS)	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Ten (10) Pallets - Rolled Fencing	ARE THEY ALL THE SAME SIZE?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Two (2) Pallets - Blocked Fence	ARE THEY ALL THE SAME SIZE?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Two (2) Pallets - Misc. Blocked Fence	ARE THEY ALL THE SAME SIZE?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Two (2) Pallets - Railroad Ties	ARE THEY ALL THE SAME SIZE?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Two (2) Pallets - Misc. Sunshade Parts/Pieces	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Six (6) Pallets - Misc. Pipes	ARE THEY ALL THE SAME SIZE?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Large Metal Tube	ARE THEY ALL THE SAME SIZE?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Three Large Metal Tubes	ARE THEY ALL THE SAME SIZE?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Two (2) Pallets - Water Fountains	MAKE AND MODEL ?	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Misc. Soccer Goal Parts	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Two (2) Pallets - Metal Sign Bases	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		Two (2) Pallets - Bollards	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Plant Aids	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Fence Stays	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Access Ramp	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Shingle Bag	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PARKS	OTHER	N		One (1) Pallet - Barbed Wire Rolls	APPROX #'s	N/A	N/A	Pueblos del Sol			
N/A	PUBLIC WORKS	OTHER	N		Steel Beams	SIZE APPROX QTY?			Siringo Complex	Good		
N/A	**CoSF**	**EQUIPMENT/ OTHER**	**N**		**Authorization - Discretion the Disposal Committee to Dispose of Items that are not specifically mentioned in the above list under policy 2100-4-3 section II D and C of Disposal policy, per the policy the value must be less than $2500.**				**N/A**			

FA #	DEPT	Equipment/ Vehicle (E/V) or Other	TITLE (Y/N)	OTHER INFORMATION	NON-VEHICLE DESCRIPTION	VEHICLE YEAR/MAKE/MODEL	VIN# /SN#	G-PLATE	ITEM LOCATION	WORKING CONDITION/ITEM CONDITION	CLEANED BEFORE FLEET INSPECTS (Y/N)	Accounting Use Only OBJ Code
22036	FLEET	EQUIPMENT HEAVY	N		BOBCAT LOADER		503112265	00003325	* FLEET			
25752	FLEET	EQUIPMENT HEAVY	N		INGERSOLL RAND 175 HP SLUDGE AIR COMPRESSOR		N/A		* FLEET			
25835	FLEET	EQUIPMENT HEAVY	N		TRACTOR 1997?		LV5300E533175		* FLEET			
26097	FLEET	EQUIPMENT HEAVY	N		Utility cart Jacobson		84018 3203 S/N			Parts Obsolete. steering components broken		
28871	FLEET	EQUIPMENT HEAVY	N		1984 CASE SUPER E BACKHOE		17432426		* FLEET			
19512	PARKS	EQUIPMENT HEAVY	N		1986 Case 580E Backhoe		N/A	N/A	Parks 1142 Siler Road			
19786	PARKS	EQUIPMENT HEAVY	N		1987 Case 885 XL Tractor		N/A	N/A	Parks 1142 Siler Road			
25180	PARKS	EQUIPMENT HEAVY	N		1996 John Deere Skidsteer		N/A	N/A	Parks 1142 Siler Road			
27436	PARKS	EQUIPMENT HEAVY	N		1999 John Deere LX277 Riding Mower		N/A	N/A	Parks 1142 Siler Road			
29832	PARKS	EQUIPMENT HEAVY	N		Jacobsen Truckster		N/A ?	N/A	Parks 1142 Siler Road			
27409	PUBLIC UTILITES /WTR	EQUIPMENT	N		CASE 580L BACKHOE		JJG0242369		Water			
23754	Public Works/ Streets	Equipment		Age/Condition	Asphault Compact Vibrator/Dynap		60110557		Siler Road Streets storage			
29401	Public Works/ Streets	Equipment	N	Age	Caterpillar 120 H VHP Grader		8W-6250		Siler Road Streets storage			
25050	Public Works/Streets	Equipment	N	Age/Condition	2.5 Ton Roller		60111831		Siler Road Streets storage			
21537	PW	EQUIPMENT HEAVY	N		Bobcat Loader-Unit #483		503750637			FAIR		

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State of New Mexico
General Services Department

Statewide Price Agreement

Awarded Vendor:
2 Vendors – See Page 6

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

Price Agreement Number**:** **10-00000-21-00083**

Payment Terms**:** **Net 30**

F.O.B.**:** **Destination**

Delivery**:** **See Page 6**

Procurement Specialist**:** **Karen G. Acosta Gonzalez** KGA

Telephone No.**:** **(505) 372-9264**

Email: **Karen.Acosta-Gonzal@state.nm.us**

Title**:** **Auction Services – Physical/On-Site**

Term**:** **July 6, 2021 – July 5, 2025**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico

Valerie Paulk

Date: 7/6/2021

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

MM

DocuSign Envelope ID: 8FF3C716-1CC6-4A8E-A1D7-C5A30DED6E83

Terms and Conditions

(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

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the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **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 bribes, gratuities and kickbacks.

15. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. **Submission of Bid:** Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **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 Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing

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this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds $250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For purposes of this Paragraph, the following terms have the following meanings:

(1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and

(2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Statewide Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term
The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination
The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30)

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days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Indemnity Clause
Contractor shall indemnify and hold harmless the State, its officers and employees, against liability, claims, damages, losses or expenses arising out of bodily injury to persons or damage to properties caused by, or resulting from Contractor's, and/or its employees, own negligent act or omission while Contractor, and/or its employees, perform or fails to perform its obligations and duties under the Terms and Conditions of this agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the Tort Claims Act (Section 41-4-1, et seq., N.M.S.A. 1978 comp. and Section 57-7-1 N.M.S.A. 1878 comp. and any amendments thereto.

It is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the agreement to maintain a suit(s) for wrongful death(s), bodily and/ or personal injury(s) to person(s), damage(s) to property(ies) and/or any other claim(s) whatsoever pursuant to the provisions of this agreement.
Vendor shall provide all insurance necessary to employees on the work site, including but not limited to Worker's Compensation.

Article VIII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article IX – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article X – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

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Awarded Vendors:

(AA) 0000044492
Bentley & Associates, LLC
4900 Pan American East Freeway NE
Albuquerque, NM 87109
neil.bentley@bentleysauction.com
(806) 236-6968

Delivery: As Requested

(AB) 0000111961
Gary Peterson
dba One Community Auto, LLC
9501 Susan Ave SE
Albuquerque, NM 87123
gary@onecommunityauto.com
(505) 379-3432

Delivery: 9501 Susan Ave SE

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Specifications:

The New Mexico Department of Game and Fish intends to establish a price agreement for Auction Services Physical On/Site.

Bidders will provide physical on-site Auction Services for the New Mexico Department of Game and Fish. Items that can be auctioned off will be approved by the New Mexico Game and Fish Commission. These items will consist of a wide range of things (from miscellaneous odds and ends to large agency capital assets). The goal of this auction is to auction off all of our items from our disposal list to the general public over the course of up to 3 days. The site that is selected will be provided by the auctioneer and can be anywhere in the state where it is logistically feasible to move auction items to that location.

Term:
The term of this agreement shall be awarded for (4) four years. Upon approval of the Department, and the State Purchasing Agent, the term of this Price Agreement shall be awarded for (4) four years. The State reserves the right to terminate this agreement upon a thirty-day written notice to all parties.

Escalation/Reduction:
Contractor shall keep pricing fixed for each year of this Agreement. Thereafter, SPD and the Contractor may adjust pricing no more than once annually through an amendment to the Agreement at the time of Agreement renewal. Contractor shall submit all pricing increase requests to SPD directly or through the agency contact in writing and provide substantiating evidence that each request is based on demonstrable market changes impacting the cost of products. The request must show all proposed increases by line item and include supporting documentation acceptable to SPD (such as a letter from a manufacturer indicating price increases, etc.) SPD's decision on what is acceptable in this context is final and shall be accepted by all parties to the Agreement. ***Requested price increases that exceed 10% will not be accepted. No*** price increase may result in a higher profit margin for the Contractor than at the beginning of the initial term of this Agreement. Pricing changes will apply to Agreements and amendments to Agreements entered on and after the effective date of the price change. Price decreases as well as increases shall apply in the same manner. If vendor's prices are reduced for any reason, users shall receive the benefit of such reductions, immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor. To facilitate prompt consideration, all requests for price increase must include all information listed below:

1. Agreement Item Number
2. Current Item Price
3. Proposed New Price
4. Percentage of Increase
5. Mill/Supplier Notification of price increase indicating percentage of increase including reason for increase.

This price agreement is designed to be used by other local and state government agencies. This price agreement can be used in conjunction with other agencies needing the same type of auction services. This ability to combine different agencies will enable the vendor selected to create a larger auction and to hopefully get a larger public turnout and a larger return on our investment. Due to the large geographic area of New Mexico, this price agreement will be awarded to multiple vendors to make sure the entire state can be covered to eliminate transportation cost and time. The bid that is provided will be based on a percentage matrix of different gross amounts auctioned off. Included in this %, auctioneer will provide all advertising to market the auction through different media. Media types can include internet, print, billboards, TV, radio, or any other advertising that the vendor deems suitable for that specific market. The % that is charged to state or local agency also includes all vendor staff required to auction off the items. The % commission will encompass all of the cost that the vendor will incur. The agency will not receive an invoice for services provided, all of the cost of doing business will be incorporated into the % commission that is being charged. The agency will receive a check for the gross amount received for the auctioned items minus the commission from the vendor

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within 30 days. The vendor will supply all transaction reports at the end of the auction with results to enable the agency to audit to our submitted disposal list

Example - Commission Matrix (Vendor will supply amounts and commission %) %
Gross $ amount from auction (from $.01 to $IXXXXX) %
Gross $ amount from auction (from $IXXXXX to $2XXXXX) %
Gross $ amount auction (from $2XXXXX to $3XXXXX) %
Gross $ amount auction (from $3XXXXX to And Higher) %
(Total Gross Amount from Auction - % Commission = Check amount written to the agency.)

Item	Approx Qty	Unit	Description	(AA)	(AB)
1	1	P1%	Gross $ amount from auction (from $.01 to $IXXXXX) %	**10%**	**10%**
2	1	P1%	Gross $ amount from auction (from $IXXXXX to $2XXXXX) %	**10%**	**10%**
3	1	P1%	Gross $ amount auction (from $2XXXXX to $3XXXXX) %	**10%**	**10%**
4	1	P1%	Gross $ amount auction (from $3XXXXX to And Higher) %	**10%**	**10%**

***** 4 Items Total *****

DocuSign

Certificate Of Completion

Envelope Id: 8FF3C7161CC64A8EA1D7C5A30DED6E83
Subject: GSD/SPD Procurement#: 10-00000-21-00083
Source Envelope:
Document Pages: 8 Signatures: 1
Certificate Pages: 5 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Karen.Acosta-Gonzalez
13 Bataan Blvd
Santa Fe, NM 87508
Karen.Acosta-Gonzal@state.nm.us
IP Address: 164.64.63.2

Record Tracking

Status: Original
7/6/2021 8:28:41 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Karen.Acosta-Gonzalez
Karen.Acosta-Gonzal@state.nm.us
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Karen G Acosta Karen.Acosta-Gonzal@state.nm.us Procurement Specialist New Mexico General Services Security Level: Email, Account Authentication (None)	KGA Signature Adoption: Pre-selected Style Using IP Address: 75.161.153.9	Sent: 7/6/2021 8:30:18 AM Viewed: 7/6/2021 8:30:30 AM Signed: 7/6/2021 8:30:34 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Natalie Martinez Natalie.Martinez1@state.nm.us New Mexico General Services Security Level: Email, Account Authentication (None)	NM Signature Adoption: Pre-selected Style Using IP Address: 98.16.81.114	Sent: 7/6/2021 8:30:35 AM Viewed: 7/6/2021 8:31:06 AM Signed: 7/6/2021 8:31:12 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Valerie Paulk Valerie.Paulk@state.nm.us Signed of Behalf of State Purchasing Agent New Mexico General Services Security Level: Email, Account Authentication (None)	Valerie Paulk Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 7/6/2021 8:31:15 AM Viewed: 7/6/2021 9:19:57 AM Signed: 7/6/2021 9:20:11 AM
Electronic Record and Signature Disclosure: Accepted: 5/29/2020 9:40:59 AM ID: f12ca6d0-7cba-4de4-b58f-8180244887ff		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/6/2021 8:30:18 AM
Certified Delivered	Security Checked	7/6/2021 9:19:57 AM
Signing Complete	Security Checked	7/6/2021 9:20:11 AM
Completed	Security Checked	7/6/2021 9:20:11 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

CITY OF SANTA FE DISPOSAL POLICY

Administrative Policy
Originating Business Unit: Finance
Subject: Disposition/Disposal of Tangible Physical Property and Intangible items
Policy Number: 2100-4-3
Effective Date: June 10, 2024
Number of Pages: 5

Purpose:
The purpose of this policy is to establish comprehensive guidelines for disposing of tangible physical property acquired by the City of Santa Fe. The aim is to ensure a fair and equitable process for tracking and auditing the disposition of items such as vehicles, real estate, furniture, fixtures, equipment, and intangible items like patents and copyrights.

Authority: NMSA 1978, sec. 3-54-2 and N.M. Const. Art. X, sec. 6.

Applicability:
This policy applies to all employees, elected officials, and agents of the City of Santa Fe. All items purchased with taxpayer dollars are subject to this policy.

I. Establishment of Disposal Committee
The Disposal Committee (DC) oversees the disposal of all city-owned assets, ensuring transparency, efficiency, and legality. The committee evaluates, values, and determines appropriate disposal methods, ensuring compliance with relevant laws and regulations.

The committee must include representatives from:

1. Finance Department
2. Fleet Division
3. Asset Management Division
4. Budget Division

II. Disposal Methods

A. City Repurposing:

1. Before considering other disposal methods, the DC will explore options for repurposing assets within other City departments.

B. Donations and Exchanges:

1. Property may be donated to non-profit organizations, educational institutions, or exchanged with other governmental agencies if it serves the public interest and is approved by the DC.

C. Disposal without Public Notice:

1. Property valued at or below $500 may be disposed of without public notice, including options such as scrap or recycling. The City may sell personal property for cash at public or private sale without notice where the value is greater than $500 but less than $2,500.

D. Disposal with Public Notice:

1. Property exceeding $2,500 requires public notice and approved disposal methods, including public sale/auction, with applicable Governing Body approvals. Similar items can be bundled together to exceed $2,500.

E. Auction/Public Sale:

1. The bid of the highest responsible bidder meeting terms and conditions will be accepted.
2. Advertisements must be approved by the City's Communication Manager. If an auction/public sale includes more than 20 items, at least two public announcements must be made in local papers and on the City's public website, no more than 60 days and no less than 4 days before the event. Additional advertising methods like radio can be considered.

III. Initial Determination

To initiate disposal, the owning department must submit a memorandum to the Disposal Committee for all items. When disposing of vehicles or heavy equipment, a copy must also include the below and sent to the City's Fleet Manager.

Memorandum Content:
1. Item description
2. Make, Model, Year, VIN/Serial (if applicable)
3. City's Fixed Asset (if applicable)
4. Mileage/Hours (if applicable)
5. Estimated Book Value (for items over $5,000) or Estimated Appraised Value
6. Recommended method for disposal
7. Any known issues with the item
8. Whether the item was purchased with Federal or State Funds, including the need for reallocation of funds to the originating entity.

IV. Vehicle and Large Equipment Disposal

A. Vehicle Inspection and Preparation:
1. Vehicles and large equipment must be sent to the Fleet Department for inspection. If transportation is not feasible, the Fleet Manager will coordinate with the department's representative.
2. Vehicles and equipment must be clean and free of debris. Non-compliance will result in return to the department.
3. All required documents must match the vehicle.

V. Worthless Items and Scrap Material

A. Worthless Items:
1. Items deemed worthless by the owning department may be discarded through Waste Management with DC approval.
2. Funds generated will be deposited into the General Fund.
3. A memo explaining the disposition reason must be signed by the Department Head and sent to the DC and then sent to the City Manager for final approval.

VI. Final Approval

A. Recommendation and Approval:
1. The DC will recommend final disposition to the City Manager.
2. The final disposal list will be redistributed to Department Directors and Division Heads to identify items suitable for repurposing. At this point, if the item can be repurposed the transfer of asset will occur.
3. Capital Asset transfers must be documented and reported to the Finance/Asset division.

B. Flow for Final Approval:
1. Owning Department Director Approval Signature
2. Finance Committee approval (not required for items without value)
3. Quality of Life Committee approval
4. Governing Body approval

VII. 'Like' Items and Removal

A. Bundling of 'Like' Items:
1. Similar items with a total value higher or lower than $500 may be bundled and sold as one unit if physically possible.

B. Right to Remove Items:
1. The City reserves the right to remove any item from the disposal list for any reason.

VIII. Fund Reimbursement

A. Capital assets purchased with grant, federal, or state funds must be designated on the disposal list for proper reimbursement allocation.
B. Proceeds from items purchased with City Funds will be deposited into the City's General Fund.

IX. Santa Fe Police Department (SFPD)

A. SFPD will follow their Department Codified Policy 87.2 for Fleet Replacement Schedules and disposal determinations. The City's Fleet Manager has the first refusal rights for all SFPD vehicles.
B. SFPD will coordinate with the Fleet Department for routine maintenance and pre-disposal inspections.

X. Subsequent Disposal Lists

Items approved for disposal but not disposed of will remain on subsequent lists until disposed of through an approved method.

XI. Risk Management

A. Risk Management must be informed after the removal of any asset to ensure the City's insurance policy accurately reflects current assets.

XII. Review and Approvals:

1. **Prepared By:** Raymond 'Scott' Gunter – Procurement Manager

   R Scott Gunter/RSG
   R. Scott Gunter/RSG (Jun 6, 2024 15:57 MDT)

   Jun 6, 2024

2. **Reviewed By:** Marcos D. Martinez – Senior Assistant Attorney

   Marcos Martinez
   Marcos Martinez (Jun 6, 2024 16:44 MDT)

   Jun 6, 2024

3. **Reviewed By:** John W. Blair – City Manager

   John Blair
   John Blair (Jun 10, 2024 16:28 MDT)

   Jun 10, 2024

END OF POLICY

City of Santa Fe New Mexico

Disposal Committee

Memorandum

DATE: 9/12/24

TO: **Governing Body**
Quality of Life
Finance Committee

VIA: **Alexis Lotero, Assistant Finance Director**

FROM: **City of Santa Fe Disposal Committee**
David Jaramillo – Fleet Section Manager
Lisa Storey – Accounting Manager
Christopher Parker – Senior Budget Analyst
R. Scott Gunter – Procurement Manager

RE: **Statewide Auction 10/19/24 – Disposal Committee Approval**

ITEM:
The City will be taking part in the New Mexico Annual Statewide Auction, set for Saturday, October 19, 2024, at the Department of Public Safety track. This auction will facilitate the sale of capital assets, including vehicles, trucks, buses, transit vans, turf maintenance equipment, and other miscellaneous items.

In accordance with Disposal Policy 2100-4-3, the Disposal Committee has reviewed the attached Disposal List. They confirm that all listed items fulfill the criteria for disposal and adhere to the policy. The committee now seeks final approval from the Quality-of-Life Committee, Finance Committee, and the Governing Body for this list.

ACTION REQUESTED:
The Disposal Committee respectfully requests your review and approval.

Approved: David Jaramillo – Fleet Section Manager
Signature: David Jaramillo Date: 9/13/2024

Approved: Lisa Storey – Accounting Manager
Signature: Lisa Storey Date: 9/13/24

Approved: Christopher Parker – Senior Budget Analyst
Signature: Date: 9/13/24

Approved: R. Scott Gunter – Procurement Manager
Signature: R. Scott Gunter Date: 9/13/24

City of Santa Fe, New Mexico
Memorandum

DATE: June 25, 2024

TO: Governing Body
Finance Committee
Public Utilities/Public Works

VIA: John Blair, City Manager
Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
John Dupuis, Public Utility Department Director JD

FROM: Nancy L Jimenez, Public Utilities Billing Division Director NLJ

ITEM AND ISSUE:
Request for the Approval of a Professional Services Contract in the Total Amount of $4,390,681.50 for 2 years of Program Management, Utility Billing Modernization and Business Process Support; ITConnect Via the Statewide Price Agreement 30-00000-23-00080BP: (Nancy L Jimenez, nljimenez@santafenm.gov, 505-955-4364)

BACKGROUND AND SUMMARY:

This support will be for 5 projects that are intertwined within Public Utilities and the Utility Billing Division functions; System wide upgraded to our utility billing system is phase 1, phase 2 are chemicals and water rights billing, an interactive Voice Response (IVR) System and lastly SharePoint infrastructure for one central location for projects and communications is the scope of work to be done over the next 2 years. There are multiple areas identified for support and the responsibilities for each support position are attached. Program Management, Project Management, Data Management, Quality Assurance, Quality Control, Organizational Change Management, Release Management, and Recovery Planning Executions are the main focused areas. The associated cost for travel is also included in the total amount, should the total amount not be needed it will revert back to the Utility Fund to be used for other procurements.

PROCUREMENT METHOD:

The procurement method is the NM Statewide Price Agreement (SWPA) # 30-00000-23-00080BP which expires on February 8, 2028.

CONTRACT NUMBER:
The FY25 Munis contract number is 3204742

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Public Utility Admin/Fund 511
Munis Org Name/Number: Public Utilities Billing Division Admin/5110351
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
Public Utility Department respectfully requests your review and approval.

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: ITConnect

Procurement/contract Title: Information Technology Professional Services

Procurement Method/Vehicle: ☐Sole Source ☒State Price Agreement/Existing ☐ Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98

☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: Public Utilities Staff Name: Nancy Jimenez

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☒	☐	**Written Determination (srvs)**	☐	☐	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☐	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☐	**FIR**
☒	☐	**Other:** Certificate of Insurance	☐	☐	**Certificate of Insurance (srvs)**
☒	☐	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☐	☒	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Lawrence Garcioa LG Department Point of Contact	ESD Maintenance Manager Title	6/10/2024 Date
John DeFluis (Jun 12, 2024 09:00 PDT) Department Director		Jun 12, 2024 Date
JoAnn Lovato Montaño Chief Procurement Officer		Jul 8, 2024 Date
ITT Representative	Title	Date

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3204742 Procurement # (RFP/ITB# If any):

Contractor: ITConnect Via Statewide Price Agreement 30-00000-23-00080- BP

Procurement Method/Vehicle: *Small Purchase* ☐ *RFP* ☐ *ITB* ☐ *Sole Source* ☐ *GSA* ☐ *Cooperative* ☐ Exempt ☐ SWPA/Existing ☑ +contract

Description/Title: Information Technology Professional Services

Contract: ○ Agreement: ◉ Lease/Rent: ○ Amendment: ○

Term Start Date: TBD Term End Date: TBD Total Contract Amount: $4,390,681.50

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)* TBD

Contract / Lease: Contract

1.b Amendment #: N/A to the Original Contract/Lease # TBD

Increase/(Decrease) Amount $: N/A

Extend Expiration Date to: N/A

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date: N/A

Amendment is for: N/A

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

This support will be for 5 projects that are intertwined within Public Utilities and the Utility Billing Division functions; System wide upgraded to our utility billing system is phase 1, phase 2 are chemicals and water rights billing, an interactive Voice Response (IVR) System and lastly SharePoint infrastructure for one central location for projects and communications is the scope of work to be done over the next 2 years.

3. Procurement History: First year of a two year Contract

JoAnn Lovato Montaño — Jul 8, 2024

Purchasing Officer Review: Date:

Comment & Exceptions: Procured via SWPA

4. Funding Source: Fund 511 **Org / Object:** 5110351/510310

Andy Hopkins — Jul 8, 2024

Budget Officer Approval: Date:

Comment & Exceptions:

5. Grant History (if applicable): N/A

Grants Administrator Approval: **Date**

Staff Contact who Completed This Form: Lawrence Garcia/Linda Macallister Phone #: 505-955-2241

To be recorded by City Clerk:

Clerk #

Email: lmgarcia@santafenm.gov / lmmacallister@santafenm.gov

Date of Execution:

ITT Representative (attesting that all information is reviewed) Title Date

Respectfully,

Lawrence Garcia

Fleet Manager, Environmental Services Division

Direct: (505) 955-2241

CITY OF SANTA FE
ENVIRONMENTAL SERVICES

From: SANCHEZ, KATHY S. <kssanchez@santafenm.gov>
Sent: Monday, June 10, 2024 9:53 AM
To: GARCIA, LAWRENCE M. <lmgarcia@santafenm.gov>; Purchasing <purchasing@santafenm.gov>
Subject: RE: Determination Request

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.

- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.

    - IT components - ereview@santafenm.gov
    - Vehicles – dmjaramillo@santafenm.gov

Item #: _____
Munis Contract #: 3204742
SWPA/GSA/Coop/RFP/ITB#: 30-00000-23-00080BP_

CITY OF SANTA FE

PROFESSIONAL SERVICES CONTRACT

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

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, section 13-1-129 and

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

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall support the utility billing implementation, supporting sub projects period and other duties as assigned for the City:

- Utility Billing (current processes) – Phase 1
- Utility Billing (BDD chemicals) – Phase 2
- Utility Billing (Water Rights billing and payments) – Phase 2
- Interactive Voice Response (IVR) System
- SharePoint (for projects and communication)

The positions needed and the associated responsibility and the amount of time over the two-year period the positions will be needed are listed on Exhibit A. A cost proposal will also be attached with the hourly rate. Travel will be charged at the actual cost associated with
Travel, consistent with the Per Diem and Mileage Act for public employees, NMSA 1978, sec. 10-8-4.

2. Standard of Performance; Licenses

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

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

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed not to exceed four million fifty-eight thousand four hundred dollars ($4,058,400.00), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract totaling three hundred thousand thirty-two thousand two hundred eighty-one dollars and fifty cents ($332,281.50) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Contract, including gross receipts tax and expenses, shall not exceed** four million three hundred ninety thousand six hundred eighty-one and fifty cents) ($4,390,681.50**). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract 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 Contract 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 Contract 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. Payment in future fiscal years 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. 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.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and

the owner has no further duty to pay on the improperly completed invoice until it is resubmitted as complete.

F. **Notice of Extended Payment Provision For Grant Funded Contracts.** This contract allows the owner to make payment within 45 days after submission of an undisputed request for payment.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate **two (2) years from date of final signature** unless terminated pursuant to paragraph 5 (Termination) and paragraph 6 (Appropriations).

The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

5. Termination

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

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

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

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

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not

made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

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

8. Assignment

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

9. Subcontracting

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

10. Release

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

11. Confidentiality

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

12. Product of Service -- Copyright

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

13. Conflict of Interest; Governmental Conduct Act

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

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

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

15. Entire Agreement.

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

16. Merger

. This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

This Contract is issued against the state or agency Master Agreement, established and maintained by the State of New Mexico, Statewide Contract #30-00000-23-00080BP, and through this language hereby incorporates this agreement by reference and is included in the order of precedence

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

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

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

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

21. Professional Liability Insurance

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

22. Other Insurance

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

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

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

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

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

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

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

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

27. Enforcement of Contract

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

28. Notices

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

To the City:
City of Santa Fe
1600 St. Michaels Dr. Building #24
Santa Fe NM 87501

To the Contractor:
IT Connect Inc.
7505 Mallard Way, Unit F
Santa Fe NM 87507

29. Authority

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

30. Non-Collusion

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

31. Default/Breach

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

32. Equitable Remedies

The 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. The 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 the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

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

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

CONTRACTOR:

Kareem Edwards
_____
KAREEM EDWARDS, PRESIDENT

DATE: Jun 24, 2024
CRS#: 03-036593-007

Registration #: 155104

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Jun 24, 2024 15:50 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

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State of New Mexico
General Services Department

Statewide Contract Cover Page

Awarded Vendor:
0000042580
ITConnect Inc.
7505 Mallard Way Suite F
Santa FE, NM 87507

Contact: Kareem Edwards
Email: kareem@itconnectinc.com
Telephone No.: (505) 428-2828, 505-501-0186

Contract Number: **30-00000-23-00080BP**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As Requested**

Ship To:
All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Invoice:
As Requested at Time of Order

For questions regarding this contract please contact:
Shawn Elkins- (505) 629-2297

Procurement Specialist: **Raelynn Lujan** RL

Telephone No.: **(505) 670-1561**

Email: **raelynn.lujan@gsd.nm.gov**

Title: **Information Technology Professional Services**

Term: February 9, 2024 thru February 8, 2028

Awarded Categories:
ITConnect Inc.
2 IT Project Management, Planning, & Analysis Services
5 End User Support Services
6 Systems Administration Services
7 Network Services
8 IT Security Services
13 IT Business and Process Consulting Services

This attached Contract is made subject to the "terms and conditions" as indicated.

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PP. "Unit Rate" means a pricing mechanism linked to a period of time (e.g., hourly, daily, weekly), to a quantity (e.g., per item, per-person, per-device, per location), to an event (e.g., per-call, per-visit, per-scan) or to some combination of these.

Additional Definitions Specific to IT Professional Services:

1. "Experience Level" means the number of years of experience for the subject IT Professional Service Category, and includes the following levels:
   a. Junior level is (between) 1 - 4 years;
   b. Mid-level is (more than) 4 years and (less than) 7 years; or
   c. Senior level is (more than) 7 years.
2. "Funding Commitment Achieved" means the Federal E-Rate funding achieved for the customer.
3. "IT Professional Services (ITPS)" mean the IT Professional Service Categories defined in Article 26, excluding:
   a. Any form of tangible personal property,
   b. Equipment,
   c. Hardware,
   d. Software, Licensed software,
   e. Website software tools, hosting or internet access,
   f. Transport of voice or data communications outside the requirement of the service categories. For example, website application development and maintenance and support are included. However, Website software tools, hosting or Internet access are out of scope,
   g. Subscription services other than Information Technology Research and Advisory Services. Subscription services for all other Categories are excluded.
4. "IT Professional Services Categories" means IT Professional Services for which Contractor has been awarded a SWPA, and specifically identified in Exhibit A to this Agreement. The IT Professional Services defined for all categories are provided in Article 26 of this Agreement.
5. "Key Staff" means the Qualified Personnel proposed as the client engagement manager/key point of contact and proposed technical lead(s) for each IT Professional Service Category.
6. "Local Area Network (LAN)" means a high-speed communications system optimized for connecting information-processing equipment within a building or group of buildings.
7. "Maximum Hourly Rate" means the proposed fully loaded maximum hourly rates that include travel and travel time, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel. This rate does not include state gross receipts tax or local taxes.
8. "Public School Capital Outlay Council (PSCOC)" means the body with responsibility to approve allocations for public school capital outlay assistance.
9. "Public School Facilities Authority (PSFA)" means the agency under the PSCOC charged with responsibility for overseeing projects and shall serve as the owner's representative for work performed under this RFP.
10. "Qualified Personnel" means employees or subcontractors employed by the Contractor who,

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by possession of a recognized degree, certificate, or professional standing, or by extensive knowledge, training and experience, has successfully demonstrated ability to identify and solve or resolve problems relating to the subject matter, the work, or the project and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

11. "Staff Augmentation" or "Staff Aug" means the procurement of professional services that cannot be performed by Procuring Entity staff because of a staffing shortage resulting from employee leave, staff position vacancies or staffing budget limitations. These terms do not refer to the procurement of project specific IT professional services.
12. "Subscription Services" means a business model that a customer pays a recurring price to use or access and shall apply only to IT Professional Service Category 11, "Information Technology Research and Advisory Services and as defined in IT Professional Services in item (3.g) above." Subscription services for all other service categories are excluded.

ARTICLE 2 – SCOPE OF WORK

A. SWPA Scope of Work. The scope of work is to establish multiple statewide price agreements of qualified vendors based on standards across all IT Professional Services, from which state agencies and other eligible purchasers can select from various qualified IT Professional Services Contractors. The various IT Professional Services are limited to those defined in Article 26 of this Agreement. Contractors are to assume that all on-site work will be performed at a Procuring Entity office in New Mexico unless otherwise approved by the Procuring Entity contracting for services. The items NOT included in the scope of this Agreement are defined in Article 1(3).

B. PSA Scope of Work. Contractor shall provide those Professional Services that are required to accomplish the Scope of Work established in Exhibit 1 to a PSA. Links to the PSA are provided below:

1. Professional Services Agreement (PSA) for Non-Staff Augmentation
2. Professional Services Agreement (PSA) for Staff Augmentation

C. Performance Measures. The Contractor shall substantially perform to the satisfaction of the Procuring Entity the Performance Measures set forth in this SWPA and in a PSA.

D. Schedule. The Contractor shall meet the due dates, as set forth in Exhibit 1 to a PSA.

E. Subscription Service. If a PSA procures a subscription service, Contractor hereby grants Procuring Entity a non-exclusive, irrevocable license to use, the service, and any and all updates, corrections, and revisions to the service, for the term specified in the PSA.

F. Procuring Entity IP Rights.

1. Rights to Software. The Procuring Entity will own all rights, title, and interest in

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and to the Procuring Entity's Intellectual Property, Know-How, and the Deliverables, provided by the Contractor. The Contractor will take all actions necessary and transfer ownership of the Deliverables, Procuring Entity Intellectual Property and Know How to the Procuring Entity, without limitation, on Final Acceptance or as otherwise provided in a PSA.

2. Proprietary Rights. The Contractor will reproduce and include the State of New Mexico's copyright and other proprietary notices and product identifications provided by the Contractor on such copies, in whole or in part, or on any form of Procuring Entity Intellectual Property.

3. Rights to Data. Any and all Procuring Entity data stored on the Contractor's servers or within the Contractor's custody is the sole property of the Procuring Entity. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the Procuring Entity's data in any manner, or provide it to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall protect Procuring Entity data as required by law or a PSA, and in no case with less rigor than Contractor uses to protect its own confidential data.

ARTICLE 3 – COMPENSATION

A. Basis of Compensation. Procuring Entity will pay Contractor pursuant to Paragraph B of this section, subject to the maximum price set for each Deliverable stated in the PSA, less retainage, if any, identified in that agreement.

The applicable unit prices for professional services by category are set forth in Exhibit A to this SWPA.

Upon request of the Procuring Entity, Contractor shall provide satisfactory evidence of applicable unit pricing.

B. Maximum Compensation. Total maximum compensation for a procurement off of this SWPA shall be specified in the PSA, and shall be inclusive of estimated GRT, as applicable. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Entity pays to Contractor, will equal the maximum total amount. In no event will Procuring Entity pay Contractor for any amount that exceeds the maximum total amount without the PSA being amended in writing.

C. Invoicing. Procuring Entity shall pay Contractor upon Procuring Entity's Acceptance of Contractor's detailed and certified Payment Invoice(s). Each Payment Invoice shall identify the Deliverable and, as applicable, unit pricing. Unit pricing shall specify the unit price category, associated price, the number of units delivered per price category, the total invoiced amount for the number of units delivered per price category, the tax locations where services were performed and received, the applicable GRT rate and the GRT amount. Unless otherwise specified in a PSA, Contractor shall submit invoices monthly, and upon the acceptance of each Deliverable.

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Contractor shall create and maintain contemporaneous time and expenditure records that indicate the date, time, nature, personnel and unit rate of services rendered pursuant to a PSA, and provide those records to the Procuring Entity upon request.

The invoiced amount for a deliverable shall be the lesser of the itemized billings for the actual units delivered based on the unit rate pricing specified in a PSA, or the maximum total amount specified for a deliverable, less any retainage. Procuring Entity will not pay more than the maximum total amount if billed units exceed the maximum total amount.

D. Taxes. Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Entity harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

E. Retainage. A PSA may include a Retainage provision that authorizes the Procuring Entity to retain a percentage of the amount due under each Contractor invoice pending interim or final acceptance of a Deliverables or Deliverables. A Procuring Entity shall release all retained amounts to Contractor as specified in a PSA.

F. Rate Changes.

1. Maximum Unit Rates shall not increase for the four-year term of this Agreement. Contractor may request annual rate increases, that shall not exceed the increase in the Consumer Price Index since the last rate setting. At any time during the term of this Agreement, Maximum Unit Rate reductions are encouraged and shall be submitted to DoIT and SPD for review and approval resulting in a written amendment to the SWPA. Authorized price increases under this Agreement shall only be applied prospectively, and shall not apply to an existing PSA.

2. A Procuring Entity is encouraged to negotiate pricing, not to exceed the maximum price for services awarded, with any Contractor on a SWPA.

3. This Agreement may not be extended if the Contractor does not adhere to all terms and conditions of this Agreement, including administrative reporting and fee submission.

4. The Contractor, its employee(s) and subcontractor(s), if any, shall be independent contractors and not employees of the State of New Mexico.

5. Contracts issued under this Agreement, shall be performed under the direction of a Procuring Entity and services will be performed only as specified in an executed PSA.

ARTICLE 4 – ACCEPTANCE

A. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall determine if the Deliverable provided meets specifications. No final payment

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or release of retainage 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:

1. Complies with the Deliverable requirements as defined in Article 2 and Exhibit 1 to the PSA.
2. Complies with the terms and conditions of the SWPA and PSA.
3. Meets the performance measures for the Deliverable(s) specified in the PSA and this Agreement;
4. Meets or exceeds the generally accepted industry standards and procedures for the deliverable(s); and
5. Complies with all the requirements of this SWPA and the PSA.

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or their Designated Representative, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within twenty (20) Business Days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

B. Rejection. Unless the Executive Level Representative gives notice of rejection within the twenty (20) Business Day Acceptance period, the Deliverable will be deemed to have been Accepted. If the Deliverable is deemed unacceptable under Quality Assurance, twenty (20) Business 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 Procuring Entity may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the Procuring Entity may terminate this Agreement.

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ARTICLE 5 – TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE STATE PURCHASING AGENT.

The initial term of the Agreement shall be for four (4) years, effective upon signature of the last of all required signatories. The contract term, including extensions and renewals, shall not exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

A. Grounds. A Procuring Entity may terminate a PSA for convenience or cause. The Contractor may only terminate a PSA based upon an uncured, material breach of the PSA by the Procuring Entity.

B. Appropriations. A Procuring Entity may terminate a PSA, if required by changes in State or federal law, or because of court order, or because of insufficient appropriations made available by the United States Congress and/or the New Mexico State Legislature for the performance of a PSA. The Procuring Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Procuring Entity terminates this Agreement pursuant to this subsection, the Procuring Entity shall provide the Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.

C. Entity Opportunity to Cure.

1. Except as otherwise provided in Paragraph (3), the Procuring Entity shall give Contractor written notice of termination of a PSA at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Procuring Entity written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall identify:

(i) all the Procuring Entity's material breaches of this SWPA or the PSA upon which the termination is based; and

(ii) state what the Procuring Entity must do to cure such material breaches. Contractor's notice of termination shall only be effective:

a. if the Procuring Entity does not cure all material breaches within the thirty (30) day notice period; or

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

3. Notwithstanding the foregoing, a Procuring Entity may immediately terminate a PSA upon written notice to the Contractor if:

(i) the Contractor becomes unable to perform the services contracted for, as determined by the Procuring Entity;

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(ii) during the term of the PSA , the Contractor is suspended or debarred by the State Purchasing Agent; or

(iii) the PSA is terminated pursuant to Paragraph B of this Article.

D. Liability. Except as otherwise expressly allowed or provided under this SWPA or the PSA, the Procuring Entity's sole liability upon termination shall be to pay for acceptable work performed prior to the termination date; provided, however, that a termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this SWPA or PSA. The Contractor shall submit an invoice for such work within thirty (30) days of the termination date of a PSA. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE PROCURING ENTITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT OR A PSA.*

ARTICLE 7 – TERMINATION MANAGEMENT

A. Contractor. In the event a PSA is terminated for any reason, or upon expiration of the PSA, and in addition to all other rights set forth in this Agreement and the PSA, the Contractor shall:

1. Transfer, deliver, and/or make readily available to the Procuring Entity property in which the Procuring Entity has a financial interest and any and all data, Know How, Intellectual Property, inventions, data or property of the Procuring Entity;
2. Incur no further financial obligations for materials, Services, or facilities under the PSA without prior written approval of the Procuring Entity;
3. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the Procuring Entity may direct, for orderly completion and transition;
4. Take such action as the Procuring Entity may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
5. Agree that the Procuring Entity is not liable for any costs arising out of termination and that the Procuring Entity is liable only for costs of Deliverables Accepted prior to the termination of the Agreement;
6. Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of Procuring Entity's programs;
7. In the event that this Agreement or a PSA is terminated due to the Contractor's course of performance, negligence or willful misconduct and that course of performance, negligence, or willful misconduct results in reductions in the Procuring Entity's receipt of program funds from any governmental agency, the Contractor shall remit to the Procuring Entity the full amount of the reduction;
8. Should this SWPA or a PSA terminate due to the Contractor's Default, the Contractor shall reimburse the Procuring Entity for all costs arising from hiring new Contractor/subcontractors at potentially higher rates and for other costs incurred;
9. In the event this SWPA or a PSA is terminated for any reason, or upon the expiration of either, the Contractor shall develop and submit to the Procuring Entity for approval an Agreement Turnover Plan at least ten (10) Business Days prior to the effective date of termination. Such Turnover Plan shall describe the Contractor's policies and procedures

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that will ensure: (1) the least disruption in the delivery of Services during the transition to a substitute vendor; and (2) cooperation with the Procuring Entity and the substitute vendor in transferring information and Services. The Turnover Plan shall consist of the orderly and timely transfer of files, data, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the Procuring Entity or created by the Contractor under this Agreement, to the Procuring Entity, including but not limited to, user manuals with complete documentation, functional technical descriptions of each program and data flow diagrams. At the request of the Procuring Entity, the Contractor shall provide to the Procuring Entity a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the Procuring Entity or created by the Contractor.

B. Procuring Entity. In the event this SWPA or a PSA is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this SWPA or a PSA, the Procuring Entity shall:

1. Retain ownership of all work products and documentation created by Contractor pursuant to a PSA; and
2. 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 Procuring Entity, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source that arises out of Contractor's performance of, or failure to perform, this Agreement or a PSA. 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) Business Days after it receives notice thereof, notify, by electronic mail, with a receipt confirmation, the legal counsel of the Procuring Entity, the Risk Management Division of the New Mexico General Services Department, and DoIT.

B. The indemnification obligation under this Agreement or a PSA 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 asserted against or payable by an indemnified party. Money due or to become due to the Contractor under this Agreement or a PSA may be retained by the Procuring Entity, as necessary, to satisfy any indemnity obligation owed by Contractor pursuant to this Agreement.

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ARTICLE 9 — INTELLECTUAL PROPERTY

A. Ownership. Unless otherwise specified in a PSA, Procuring Entity shall be considered the creator and owner of all Procuring Entity Intellectual Property arising from the performance of a PSA by Contractor. Procuring Entity shall own the entire right, title and interest to all such Intellectual Property worldwide, and, other than in the performance of this Agreement or a PSA, the Contractor, subcontractor(s), officers, agents and assigns shall not make use of, or disclose the Procuring Entity Intellectual Property to any entity or person outside of the Procuring Entity without the express written authorization of the Procuring Entity. Contractor shall notify the Procuring Entity, within fifteen (15) Business Days, of the creation of any Procuring Entity Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure that ownership of the Procuring Entity Intellectual Property vests in the Procuring Entity and shall take no affirmative actions that might have the effect of vesting all or part of the Procuring Entity Intellectual Property in any entity other than the Procuring Entity. If, by judgment of a court of competent jurisdiction, Intellectual Property or Know How are not deemed to be created or owned by the Procuring Entity, Contractor hereby acknowledges and agrees to grant to the Procuring Entity and the State of New Mexico, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify the Intellectual Property and Know How.

ARTICLE 10 – INTELLECTUAL PROPERTY INDEMNIFICATION

A. Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless Procuring Entity, the State of New Mexico and/or any other State of New Mexico body against any claim that any product or service provided under a PSA infringes any Intellectual Property right of a third party, and shall pay all costs, damages and attorney's fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the Procuring Entity based upon Contractor's Intellectual Property infringement relating to any product or Services provided under a PSA, the Contractor agrees to reimburse the Procuring Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Procuring Entity shall:

1. Give the Contractor written notice of any infringement claim as soon as practicable;
2. Work with the Contractor to control the defense and settlement of the claim; and
3. Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim.

B. Procuring Entity 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 Procuring Entity the right to continue using the product or service and fully indemnify the Procuring Entity against all claims that may arise out of the Procuring Entity'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

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of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the Procuring Entity to the extent such modification is the cause of the claim.

ARTICLE 11 – WARRANTIES

The Contractor expressly warrants that the Deliverable(s) specified in a PSA will comply with the terms of the PSA, with Contractor's official published specifications for the Deliverables and with all generally accepted industry standards applicable to the Deliverables. This warranty encompasses correction of defective Deliverable(s) and revision of the same, as necessary, including deficiencies found during testing, implementation, or post-implementation phases. This warranty extends two (2) years after final acceptance, unless a different (longer/shorter) duration is specified in a PSA.

ARTICLE 12 – CONTRACTOR PERSONNEL: (Key Staff and Qualified Personnel)

A. Contractor Personnel. Contractor's Qualified Personnel are listed by level of experience on **Exhibit A**, attached hereto. Contractor's Key Staff are those individuals considered by the Procuring Entity to be mandatory to the work to be performed under a PSA and identified in such. Contractor's Qualified Personnel and Key Staff identified in a PSA shall not be diverted from performing services under that agreement without the prior written approval of the Procuring Entity.

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the Procuring Entity.

C. Qualifications. For all personnel, the Procuring Entity 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 Procuring Entity approval. The Procuring Entity, 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 Procuring Entity reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the Procuring Entity, meeting the Procuring Entity's expectations.

D. Non-Competition. Unless otherwise specified in a PSA, Contractor's employment agreement or contract with a person or subcontractor who performs services for a Procuring Entity under a PSA may not include a covenant not to compete or other term that would prevent, penalize

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or impede such person from pursuing or obtaining employment with, or directly contracting to provide services for, Procuring Entity, any other New Mexico public employer, or any other contractor of Procuring Entity. Contractor shall not enforce any such provision of a pre-existing employment agreement or contract. Procuring Entity shall not offer to directly employ any Personnel who have been identified in a PSA in effect fewer than six (6) months.

ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents are independent contractors performing professional Services for the Procuring Entity and are not employees of the State of New Mexico. The Contractor and its agents shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement or a PSA. 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 or a PSA; 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 or a PSA, the Contractor shall immediately disclose such fact to the Procuring Entity.

ARTICLE 14 – CHANGE MANAGEMENT

A. Changes. No provision of a PSA, including the Scope of Work, shall be changed without written approval of the Executive Level Representative. A change that affects any of the following shall only be made through an Amendment:

1. Deliverable requirements;
2. Any Deliverable that extends the termination date specified in a PSA;
3. Compensation of any Deliverable that exceeds the maximum amount specified for that Deliverable;
4. Maximum compensation;
5. Mutually agreed termination; or
6. Addition or deletion of Professional Service categories or levels.

Any other change may be made, at the discretion of the Executive Level Representative, through a written change order.

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B. Change Request Process. In the event Contractor requests a change, a Change Request shall be submitted that meets the following criteria:

1. The Project Manager shall draft a written Change Request for review and approval by the Executive Level Representative to include:
   a. the name of the person requesting the change;
   b. a summary of the requested change;
   c. the start date for any change;
   d. the reason and necessity for the change;
   e. the elements to be altered; and
   f. the impact of the change.
2. The Executive Level Representative shall provide a written decision on the Change Request to the Contractor within a maximum of ten (10) Business Days of receipt of the Change Request. The Executive Level Representative shall prepare and process an amendment for any change subject to Paragraph A(1)-(6) of this Article. All decisions made by the Executive Level Representative are final. A change, or amendment, as applicable, becomes a part of the PSA and is binding.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

If IV&V Professional Services are used or required to be used for the Project associated with a PSA, the Contractor shall cooperate with the IV&V vendor. Such cooperation shall include, but is not limited to:

1. Providing the Project documentation;
2. Allowing the IV&V vendor to sit in on the Project meetings;
3. Supplying the IV&V vendor with any other material as directed by the Project Manager; and
4. Any other cooperation specified in a PSA or reasonably necessary to facilitate IV&V oversight objectives.

ARTICLE 16 – CONTRACT DEFAULT/BREACH/REMEDIES

In case of Default and/or Breach by the Contractor, the Procuring Entity and the State of New Mexico may procure Deliverables owed, but not provided, by Contractor from another source and hold the Contractor responsible for any resulting excess costs. Contractor shall also be liable for other direct damages.

Contractor shall not be liable for indirect, consequential or special damages resulting from a default or breach unless (1) the Procuring Entity's right to recover, and the nature of, any such damages are expressly identified in a PSA, or (2) Contractor is entitled to be indemnified against a claim for any such damages under an insurance agreement.

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ARTICLE 17 – INSURANCE REQUIREMENTS

A. Commercial Liability Insurance. Contractor and its subcontractors shall maintain occurrence-based general liability coverage with minimum limits of $1 million per occurrence and $2 million aggregate per year. If a PSA requires Contractor to deliver, deploy or design Intellectual Property, Contractor's general liability insurance shall include personal and advertising injury coverage applicable to the associated risks. Procuring Entity and the State of New Mexico shall be identified as additional named insureds under all coverage obtained to comply with this Paragraph 17(A).

B. Professional Liability Insurance. Contractor and its subcontractors shall maintain professional liability (errors & omissions) coverage applicable to the Professional Services provided under a PSA. This coverage shall have minimum limits of $2,000,000 per claim/aggregate. If this insurance is written on a "claims made" basis, then the policy shall provide "tail coverage" for claims asserted within three (3) years after termination of the PSA.

C. General Insurance Requirements. Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. Certificates showing required coverages shall be delivered to the Procuring Entity prior to beginning any activity provided for under a PSA. All certificates of insurance shall require the insurer, its broker or agent to provide DoIT with thirty (30) days advance notice of any termination or non-renewal of coverage identified in a certificate. DoIT and the SPD may request complete copies of Contractor's insurance agreements, including endorsements, at any time.

ARTICLE 18 – EXTRA-CONTRACTUAL (TORT) LIABILITY

Contractor shall be liable for damages resulting from injury to persons and/or property if and to the extent the injury was caused by or due to the breach of any extra-contractual (tort) duty owed by Contractor or any of its agents, and relating in any way to a PSA, or to the Deliverables under any such agreement. Contractor's extra-contractual liability extends to Procuring Entity, third parties and/or employees of the Procuring Entity and to the State of New Mexico, and encompasses any remedy that may exist under law or equity.

ARTICLE 19 – ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or of a PSA, including a claim for money due or to become due, without the prior written approval of this approval authorities for the relevant agreement.

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ARTICLE 20 – SUBCONTRACTING

A. General Provision. The Contractor shall not subcontract any portion of this Agreement without the prior written approval of this Agreement's approval authorities, and shall not subcontract any portion of a PSA without the written approval of the Procuring Entity.

Subcontracting shall not relieve the Contractor from any of its obligations and liabilities under this Agreement, or under any PSA. Nor shall any subcontracting obligate Procuring Entity to make any payment to a subcontractor.

B. Responsibility for Confidentiality. The Contractor must not disclose Confidential Information to a subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information in the manner required of the Contractor under this Agreement or a PSA.

C. Documentation. Upon the request of a Procuring Entity, Contractor shall provide copies of all approved subcontracts. Contractor shall also provide Procuring Entity with any document or information requested to evaluate a proposed subcontract or the performance of any subcontractor.

D. Performance. This Agreement may be terminated at the discretion of DoIT or SPD if Contractor engages in excessive subcontracting, experiences defaults relating to subcontracted work, or engages in other abusive subcontracting practices under a PSA.

ARTICLE 21 – RELEASE

The Contractor's Acceptance of final payment of the amount due under this Agreement or a PSA releases the Procuring Entity, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under a PSA.

ARTICLE 22 – CONFIDENTIALITY

Any Confidential Information provided to the Contractor by the Procuring Entity or, developed by the Contractor based on information provided by the Procuring Entity in the performance of a PSA shall be kept confidential and shall not be made available to any individual or organization outside the Contractor by the Contractor without the prior written approval of the Procuring Entity. Contractor shall protect Confidential Information as required by law or as specified in a PSA. In no event shall a Contractor protect Procuring Entity Confidential Information with less rigor than Contractor protects its own confidential data. Contractor shall not make available or provide Confidential Information to any third party absent Procuring Entity's prior written approval.

Upon termination of a PSA, Contractor will deliver all Confidential Information in its possession to Procuring Entity within thirty (30) Business Days of the termination, Contractor acknowledges

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that Contractor's failure: (a) to deliver such Confidential Information to Procuring Entity, or (b) to protect and keep Confidential Information secret may result in Procuring Entity's seeking to obtain direct, special and/or incidental damages from Contractor.

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 this Agreement or under a PSA. 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 – CLOSEOUT, RECORDS AND AUDIT

A. All records and activities of Contractor shall be subject to financial and performance audits in the discretion of SPD, DoIT, the Procuring Entity, the Department of Finance and Administration (DFA) and the State Auditor's Office as required by applicable oversight rules, authorities or a PSA. Contractor shall fully cooperate with all lawful audit requests and processes, and shall produce any records, including Contractor's internal records, as required to facilitate auditing. Confidentiality shall not be a basis for withholding any record, but Contractor may request confidential treatment of its internal records as authorized by law.

B. Contractor shall maintain its internal records relating to this Agreement, or to a PSA, for three years after the relevant agreement terminates.

C. Contractor shall cooperate with the Procuring Entity in providing public records held by Contractor that are responsive to a lawful public records request.

D. Within ninety (90) days of termination of this Agreement, or a PSA, as applicable, Contractor shall transfer to the State contracting party, all data and records received from or created for that party by Contractor, and shall confirm that Contractor has destroyed, pursuant to mutually agreed criteria specified in a PSA or applicable law, any duplicate copies of all such data and records under Contractor's control. These requirements do not supersede any more specific requirements established by law, this Agreement or of a PSA.

E. Contractor shall comply with any additional project closeout requirements specified by DoIT or a Procuring Entity and incorporated into a PSA.

ARTICLE 25 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected

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to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement or any PSA, Contractor agrees to have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed $250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com.

D. For Indefinite Quantity, Indefinite Delivery contracts (state price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the Contractor reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of $250,000.

ARTICLE 26 – IT PROFESSIONAL SERVICES CATEGORIES

2. IT Project Management, Planning, and Analysis Services

The purpose of this service is to provide the support and management professional services needed to execute, using best practices, IT projects from inception to closeout.

Brief Description of Services: Project management services should be provided in accordance with IT industry best practices such as described in the Project Management Institute's *A Guide to the Project Management Body of Knowledge (PMBOK Guide)*, and in standards and requirements as provided by the State of New Mexico's Chief Information Officer (CIO).

Project management, planning and analysis includes developing and maintaining project charters, project plans, schedules, risk and issue logs, mitigation strategies, communication plans, resource/capability plan, and executive briefings, evaluation and design, planning for or directing large-scale integration efforts, and implementing IT standards and guidelines, managing scope, requirements, schedule and budget, training plans, and transition to operations.

It is desired that personnel hired as project managers have Project Management Professional (PMP) certification.

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Expected typical skills in, knowledge about, and experience with may include:

1) Assisting with management and planning of IT initiatives in areas such as: cost benefit analysis, return on investment (ROI), gap analysis, requirements definition, systems analysis, contingency/mitigation/risk planning, disaster recovery/business continuity planning; business process analysis, documentation and process improvements;
2) Analyzing data to determine/recommend solution, such as installation of alternate methods and procedures, changes in processing methods and practices, modification of machines or equipment, or redesign of products or services;
3) Conducting research and industry surveys, and performing studies and surveys to obtain data, and analyze problems to advise and make recommendations on business and technical solutions based on hands-on experience solving similar business problems, including emerging technologies and trends, standards, and products as required;
4) Designing / development of IT specifications, models, architecture and guidelines;
5) Full system development life cycle and various industry software project management approaches;
6) Development and management of standard project artifacts such as project charter, project plan, scope, objectives, schedules, process maps, data flow diagrams, architectural diagrams, implementation strategies, and project management plans;
7) Interfacing directly with varied stakeholders: executive steering committees, project teams, contract teams, technical, business, and management teams;
8) Follow all specifications and guidelines including, but not limited to, Project Certification Committee (PCC), Technical Architectural Review (TARC) processes and documentation where applicable;
9) Business process analysis/modeling and organizational change management as applicable to project planning;
10) Developing, enhancing, and maintaining user documentation for multiple applications including documentation required for the operations provider; or
11) Composition of use case and scenario designs.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associate Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management; and
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; or
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or a related field such as Information Technology or Project Management; and
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	

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Degree Level	Bachelor's or other Degree in Computer Science or a related field such as Information Technology, Management Information Systems, or Project Management.
Professional Certifications, any one	Project Management Professional (PMP) certification, Project Management Institute Agile Certified Professional (PMI-ACP), or Certified Scaled Agile Framework® (SAFe) enterprise.

5. End User Support Services

Brief Description of Services: Services may include, but not be limited to, support, problem solving, training users in how to use their computer hardware and software, ; conducting evaluations of service/help desk effectiveness as a whole, conducting evaluations of individual service/help desk performance; and documentation of service/help desk procedures in both electronic and hard copy media. the installation of commercial off-the-shelf (COTS) desktop and other end point products, optimizing system performance, system imaging (i.e., ghosting), desktop problem analysis and resolution, configuration, set-up, and installation of personal computers (PCs), printers, scanners, and other PC peripherals. PCs widely used by the State of New Mexico include common operating systems/platforms in business use, typically Windows variants, Linux variants, and Apple variants. Support of tablets and cell phones and other mobile devices is desirable. Support of leading-edge through end-of-life or near end-of-life operating systems is optimal.

Expected typical skills in, knowledge about, and experience with may include:

1) PC and desktop hardware;
2) PC internal components;
3) Hands-on hardware troubleshooting;
4) Equipment support;
5) Current protocols, operating systems, and standards, including the ability to operate tools, components, and peripheral accessories, technical manuals, procedural documentation, and OEM guides;
6) Ability to conduct research into PC issues and products as required;
7) Issue/ticket tracking systems; or
8) Demonstrated customer service and strong communication skills.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	

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Degree Level	Bachelor's or other Degree in Computer Science or computer related field such as Computer Engineering, Information Systems.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, MCSA: Windows 10, MCSE: Desktop Infrastructure.

6. Systems Administration Services

Brief Description of Services: Services may include, but not be limited to planning, configuration, and programming services in support of operating systems and utility installations for operating systems, such as Cloud platform, Windows, and Linux open-source variants. Planning and configuration in support of file servers, application servers, database servers, virtual servers, VM support services, remote site integration, Active Directory domain setup/support/administration, user account and password management, support of computer storage devices attached direct/fiber/other and storage area networks (SAN), backup/restore support, performance tuning, and capacity planning.

Expected typical skills in, knowledge about, and experience with may include:

1) Standard system administrator tools and processes;
2) Networking/distributed computing environment concepts;
3) Providing general system administration and maintenance activities including backup;
4) Ability to write scripts in a particular administrative language;
5) Principles of routing client/server programming, design of consistent network-wide file system layouts;
6) Developing plans for disaster recovery, backup, archiving, and retrieval;
7) Understand the business application of technical support and design in an application development environment; or
8) Ability to work with multiple teams to identify the strategic direction of systems management activities.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional	Microsoft Certified Solutions Expert (MCSE), Red Hat: RHCSA and RHCE

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Certifications, any one	Linux Professional Institute (LPI): LPIC System Administrator, CompTIA Server+, VMware Certified Professional – Data Center Virtualization (VCP-DCV), ServiceNow Certified System Administrator

7. Network Services

Brief Description of Services: Services may include, but not be limited to, selection and installation of network systems, technology and connectivity services involving data networks, communications services (e.g., VOIP technologies, wireless), LAN/WAN Integration, LAN/WAN Development and Upgrade, and LAN/WAN Support. Services may also include communications systems, LAN business and technical requirements, VPN support, connectivity and interoperability, feasibility and constraints, security requirements, etc., development of design documents pertinent to the integration of two or more LANs; pertinent to the integration of two or more LANs via a WAN; conceptual and/or detailed design reports, network diagrams, etc. Communications / LAN / WAN Support typically includes cloud IAAS, on-site and off-site operation, technical communication, problem determination, and diagnosis.

Expected typical skills in, knowledge about, and experience with may include:

1) Installing, configuring, and maintaining organization's network;
2) Voice/Data Engineering to include directing and participating in all activities related to the selection and installation of telephone facilities and special on-premises equipment that will meet the customer's communication requirements including all technology and connectivity involving telecommunications and data networks;
3) Audio/visual, teleconferencing, and voice mail equipment;
4) Design, implementation, and overall performance, security, and availability of the entire LAN/WAN/MAN for enterprises, designing network topology between sites such as data centers, field offices, and DR sites;
5) Build, maintain, and administer external and internal networks;
6) Reviewing, planning, and evaluating network systems;
7) Monitoring network infrastructure devices for availability and uptime;
8) Network security controls;
9) Developing enterprise networks and security design architecture in a multiple site environment;
10) Provide consultation to business area management and staff at the highest technical level for all aspects of LAN/WAN design and configuration in multi-server environment;
11) Design, build, implement, monitor systems, networks, and applications, Microsoft networking concepts, back office products;
12) Performing system backups on its internal and external web network servers;
13) Troubleshoot network systems and recommend improvements to network; or
14) Providing tactical and strategic input on overall network planning and related projects.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications
Junior-Level Minimum Mandatory Qualifications

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Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	
Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CompTIA A+ Certification, CompTIA Network+ Certification, CompTIA Security+ Certification, Cisco CCNA Certification, Cisco CCNP Certification, Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert (MCSE).

8. IT Security Services

The purpose of this category is to provide the state with both tactical and strategic cyber-security support services for the purposes of securing critical state IT resources, systems, and data.

Brief Description of Services: Services may include: advisory services relating to the secure design and deployment of computer systems, LAN/WAN, Firewalls, Virtual Private Networks (VPN), wireless networks and access, access/identity management, Intrusion Detection Systems (IDS), Intrusion Prevention Systems (IPS), logging/monitoring, Security Operation Center (SOC)/Network Operation Center (NOC) deployment, Application/Software Security, Cloud Computing, Online Payment Systems, Mobile/Web Platforms, and all related policy and procedure development. Advise, comply, and provide audit services relating to and including technical control assessment, policy assessment, regulatory compliance assessment, baseline assessment, and fit-gap and security roadmap development. Technical evaluation of deployed systems via penetration testing, scanning, or other means to include routers, switches, mainframe infrastructure, physical servers, virtual servers, enterprise systems, firewalls, identity management solutions, online payment systems, VPN, IDS, IPS, applications, mobile deployments, and any/all associated network appliances. Forensic and emergency incident response capabilities include triage, remediation, response, after-action, and mitigation services relating to cyber-security incidents. Training, education, and other awareness services at all levels of technical competency.

Expected typical skills in, knowledge about, and experience with may include:

1) Information technology security including standards implementation from NIST, inclusive of SSA and IRS control frameworks and testing;

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2) Planning, coordinate, and implement security measures for information systems to regulate access to computer data files and prevent unauthorized modification, destruction, or disclosure of information;
3) Performing security audits on hardware and software;
4) Appling basic understanding of networking/distributed computing environment concepts;
5) Encrypting data transmissions and erect firewalls to conceal confidential information;
6) Document computer security and emergency measures, policies, and procedures;
7) Reviewing violations of computer security procedures and communicating findings with management;
8) Applying security principles, techniques, and procedures to planned network designs;
9) Laws, legal codes, government regulations, executive orders, and agency rules related to security;
10) Developing and implementing an ongoing risk assessment program targeting information security and privacy matters;
11) Penetration testing and security audits of systems;
12) Forensic and emergency incident response capabilities, to include tools, techniques, and procedures;
13) Networking/distributed computing environment concepts;
14) Secure wireless routing;
15) Complex problem resolution, and root cause analysis at every level;
16) Managing all aspects of access to specified systems to include customer needs resolution;
17) Business application of security support and design in an application development environment;
18) Coordinating on all jobs with infrastructure and operations teams to identify the security perspective in strategic systems management planning;
19) Working with and organizing key IT and business offices and governance groups to develop security policies, standards and guidelines;
20) Planning and implementing network security audits and audits; develop and implement corrective measures; or
21) Developing plans for disaster recovery/ backup and archiving.

Table 1:

Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Associates Degree in Computer Science or related field such as Computer Engineering; and
Relevant Experience	(Between) 1 – 4 years of experience as described above; or
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Not Applicable
Relevant Experience	(More than) 7 years of experience as described above.
Optional/Desirable Requirements: Does NOT replace the Mandatory Qualifications above	

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Degree Level	Bachelor's or other Degree in Computer Science or a related computer field.
Professional Certifications, any one	CEH – Certified Ethical Hacker CISM - Certified Information Security Manager CompTIA Security+ CISSP: Certified Information Systems Security Professional GSEC: GIAC Security Essentials ECSA: EC-Council Certified Security Analyst GPEN: GIAC Penetration Tester.

13. IT Business and Process Consulting Services

Brief Description of Services: Services include providing business consulting in the areas of business development, business process management, change management, leadership, customer relationship, organizational design, development, and efficiency consulting for the public/government. Provision of these services may include a wide variety of specializations such as computer science, information systems/technology, and human resource business and process consulting.

Services may include helping state government improve performance, primarily through the thorough analysis of existing business problems and development of plans for improvement. Services may include management consultants to gain external, and more objective advice and recommendations, to gain access to the consultants' specialized expertise.

Consultancies may also provide organizational change management assistance, development of coaching skills, technology implementation, strategy development, or operational improvement services. Business consultants may propose for customer approval their own methodologies or frameworks to guide the identification of problems, and to serve as the basis for recommendations for more effective or efficient ways of performing business tasks.

Expected typical skills may include:

1) Excellent written and oral communication skills;
2) The ability to leverage knowledge of theory, principle, practices or technology in the relevant discipline(s) or field of specialization;
3) The ability to present ideas across multiple audiences and environments using business-friendly and user-friendly language;
4) Be highly self-motivated and directed, with keen attention to detail;
5) The ability to effectively prioritize and execute tasks in a high-pressure environment;
6) The ability to work well with teams and communicate with variety of stakeholders;
7) Exemplary ability to perform problem analysis, problem solving, and communicate potential solutions to customer's unique problems; and
8) Collaborate with the customer to keep them informed of progress and make relevant decisions.

Table 1:

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Qualified Personnel/Staff Minimum Mandatory Qualifications	
Junior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Junior-level	(Between) 1 – 4 years of experience as described above: **or**
Mid-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Mid-level	(More than) 4 years and (less than) 7 years of experience as described above; **or**
Senior-Level Minimum Mandatory Qualifications	
Degree Level	Bachelor's Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area; **and**
Senior-level	(More than) 7 years of experience as described above.
Optional/Desirable Requirements (Does NOT replace the Mandatory Qualifications above)	
Degree Level	Any other Degree in Business or related field such as accounting, business, finance, marketing, management, information technology or a similar area
Professional Certifications, any one	Six Sigma, Lean Six Sigma, or any related IT related certifications, if any.

ARTICLE 27 – MERGER, SCOPE AND ORDER OF PRECEDENCE

A. Severable. The provisions of this Agreement supersede any conflicting term or condition in a PSA. The terms of a Purchase Order supersede any conflicting term or condition in a PSA. Neither Contractor nor a Procuring Entity shall purport to delete or modify any term of this Agreement in the terms and conditions of a PSA or Purchase Order. An invalid provision in this Agreement or a PSA is severable. If a clause, sentence, or paragraph of this Agreement or a PSA 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 or a PSA, 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.

ARTICLE 28 – NOTICES

All deliveries, 4, 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 ce1tified 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:

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For State Purchasing Agent

State Purchasing Agent P.O. Drawer 6850
Santa Fe, NM 87502-0110

For DoIT

Eve Banner, Acting ASD Director and CFO
Department of Information Technology
Phone: 505-827-0023
Email: eve.banner@doit.nm.gov
P.O. Box 22550
Santa Fe, NM 87502-2550

For CONTRACTOR
Kareem Edwards, President
ITConnect, Inc.
7505 Mallard Way Suite F
Santa Fe, NM 87507
(505) 501-0186
Sent via e-mail Kareem@itconnectinc.com

Any change to the Notice individual or the address shall be effective only in writing.

ARTICLE 29 – GENERAL PROVISIONS

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, including but not limited to:

1. 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.

2. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, 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 othe1wise 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.

3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply,

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as applicable, with the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee or employer shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public or by a private employer.

4. 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 Procuring Entity.

5. 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 accordance with Section 38-3-1 (G) NMSA 1978. Contractor agrees to submit to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits arising under or out of any term of this Agreement. These provisions do not preclude the parties to a PSA from mutually agreeing, at the time a dispute arises, to resolve the particular dispute through mediation or binding arbitration. Any agreement to submit a prospective dispute to binding arbitration is null and void.

6. 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.

7. 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.

8. Background Check. Contractor shall comply with any background check requirements and processes required by law or specified by a Procuring Entity upon inception of a Professional Services Agreement and before performing any Services for the Procuring Entity.

9. Work Location. Except as expressly authorized by a Procuring Entity and the State of New Mexico Office of Cybersecurity in an approved, written exception request, Contractor, its subcontractors and any of their personnel must physically perform any services contracted by the State of New Mexico in the United States. This includes any work that is performed offsite or remote. A PSA may specify more restrictive work location requirements.

ARTICLE 30 – SURVIVAL

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Provisions of this Agreement, and of any PSA, that by their intent, nature or effect are enforceable post-termination, shall survive the termination notwithstanding the cause of termination of this agreement. This includes, but is not limited to, the terms of the Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and the terms of all warranties, licenses, and escrow agreements.

ARTICLE 31 – CALCULATION OF TIME

Any time period herein calculated by reference to "days" means calendar days, unless Business Days are used; 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 32 – 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 whose performance is affected.

ARTICLE 33 – ADDITIONAL PROVISIONS

1. Administrative Reporting.

The Contractor agrees to provide a Utilization Report to SPD in accordance with the following schedule:

Period End	**Report Due**
September 30	October 31
December 31	January 31
March 31	April 30
June 30	July 31

The periodic report shall include the gross total sales for the period subtotaled by Procuring Entity name. The report shall be accompanied by a check payable to the SPD for an amount equal to three-quarters of one percent (1.00%) of the total sales for the period. The Contractor agrees to provide a utilization report to the agreement administrator in accordance with the following schedule:

Period End	**Report Due**
September 30	October 31
December 31	January 31

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March 31 April 30
June 30 July 31

http://www.generalservices.state.nm.us/statepurchasing/resourcesandinformation.aspx#Vendors

Email completed reports to: GSD.QuarterlyUsageR@gsd.nm.gov

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IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories below may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: Kareem Edwards Date: 1/23/2024
Kareem Edwards, President
ITConnect, Inc.

Approved for legal sufficiency:

By: Kyle Duffy Date: 1/24/2024
Kyle Duffy, Deputy General Counsel
Office of Governor Michelle Lujan Grisham

Approved for financial sufficiency:

By: Eve Banner Date: 1/24/2024
Eve Banner, Chief Financial Officer
New Mexico Department of Information Technology

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes:

BTIN ID Number: 03-0365930-07

By: Ann Marie Lucero Date: 1/24/2024
Taxation and Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

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Approved for compliance with the Department of Information Technology Act, Chapter 9, Article 27 NMSA 1978 and Executive Orders relating to Information Technology issued by the Governor of the State of New Mexico.

By: _____ Date: 1/24/2024

Raja Sambandam, Acting Cabinet Secretary and State Chief Information Officer
New Mexico Department of Information Technology

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: _____ Date: 1/25/2024

State Purchasing Agent
State Purchasing Division
Effective 2/9/24
This Contract was signed on behalf of the State Purchasing Agent

MS

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EXHIBIT A – UNIT RATE PRICE SHEET

IT Professional Service Category No.	IT Professional Service Category	Unit Rate Type (e.g. $ per-hour, $ per-device, $ per-user, $ per-license, $ per-event)*	Maximum Unit Rate ($) for the IT Professional Service Category Experience Level					
			ONSITE			OFFSITE		
			A. Junior Level	B. Middle Level	C. Senior Level	D. Junior Level	E. Middle Level	F. Senior Level
1	Application Support and Development Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2	IT Project Management, Planning, & Analysis Services	Per-Hour	$ 95.00	$ 175.00	$ 225.00	$ 95.00	$ 175.00	$ 225.00
3	Database Management Services and Business Intelligence	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4	Geospatial Technological Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5	End User Support Services	Per-Hour	$ 75.00	$ 95.00	$ 145.00	$ 60.00	$ 80.00	$ 130.00
6	Systems Administration Services	Per-Hour	$ 110.00	$ 175.00	$ 225.00	$ 95.00	$ 150.00	$ 190.00
7	Network Services	Per-Hour	$ 110.00	$ 175.00	$ 225.00	$ 95.00	$ 150.00	$ 190.00
8	IT Security Services	Per-Hour	$ 110.00	$ 175.00	$ 225.00	$ 95.00	$ 150.00	$ 190.00
9	Independent Verification and Validation Service	N/A	N/A	N/A	N/A	N/A	N/A	N/A
10	Computer Aided Design	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	IT Research and Advisory Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
11	IT Research and Advisory Services as a Subscription Service	Complete APPENDIX E-1						
12	**IT Training Services	Complete APPENDIX E-2						
13	IT Business and Process Consulting Services	Per-Hour	$ 110.00	$ 165.00	$ 225.00	$ 110.00	$ 165.00	$ 225.00
14	Marketing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
15	E-Rate Consulting Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	IT Professional Proposal and/or Grant Writing Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
17	Electronic Content Management (ECM) Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	Data Conversion Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A

*** Refer to definition of "Unit Rate" for other permissible unit rate types.**

****Maximum Cost per-student, per-class, must be provided in lieu of unit rate**

DocuSign

Certificate Of Completion

Envelope Id: CEA8754258344D1F84CB223AF83EE57E
Subject: BP 30-00000-23-00080 ITConnect Inc.
Source Envelope:
Document Pages: 35 Signatures: 6
Certificate Pages: 6 Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed

Envelope Originator:
Raelynn Lujan
1100 S Saint Francis Dr
Santa Fe, NM 87502
Raelynn.Lujan@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
1/23/2024 10:58:22 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Raelynn Lujan
Raelynn.Lujan@gsd.nm.gov
Pool: StateLocal
Pool: GSD

Location: DocuSign

Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/23/2024 11:03:22 AM Viewed: 1/23/2024 11:11:57 AM Signed: 1/23/2024 11:12:12 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Kareem Edwards kareem@itconnectinc.com President ITConnect, INC Security Level: Email, Account Authentication (None)	Kareem Edwards Signature Adoption: Pre-selected Style Using IP Address: 76.113.49.214	Sent: 1/23/2024 11:12:15 AM Viewed: 1/23/2024 11:13:13 AM Signed: 1/23/2024 11:13:27 AM
Electronic Record and Signature Disclosure: Accepted: 1/23/2024 11:13:13 AM ID: 935316f4-bd7e-4912-ac67-94b722d0be82		
Ann Marie Lucero AnnMarie.Lucero@tax.nm.gov District Mgr. State of New Mexico Taxation and Revenue Security Level: Email, Account Authentication (None)	Ann Marie Lucero Signature Adoption: Pre-selected Style Using IP Address: 164.64.133.192	Sent: 1/23/2024 11:13:30 AM Viewed: 1/23/2024 3:53:15 PM Signed: 1/24/2024 8:58:54 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 2:28:54 PM ID: 4e14c1ed-cee7-47c4-9f77-dc41a9cef910		
Kyle Duffy Kyle.Duffy@exec.nm.gov Security Level: Email, Account Authentication (None)	Kyle Duffy Signature Adoption: Pre-selected Style Using IP Address: 164.64.112.246	Sent: 1/24/2024 8:58:58 AM Viewed: 1/24/2024 9:02:06 AM Signed: 1/24/2024 9:02:11 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 9/26/2023 11:10:43 AM ID: 89fad968-5a4e-498e-bc91-4e3924a7ad14		
Eve Banner Eve.Banner@doit.nm.gov Eve T. Banner, CFO DoIT Security Level: Email, Account Authentication (None)	Eve Banner Signature Adoption: Pre-selected Style Using IP Address: 164.64.125.177	Sent: 1/24/2024 9:02:14 AM Viewed: 1/24/2024 9:02:56 AM Signed: 1/24/2024 9:03:57 AM
Electronic Record and Signature Disclosure: Accepted: 11/21/2023 8:09:47 AM ID: f406a1f3-7daa-4051-b7b8-a053785aa116		
Raja Sambandam Raja.Sambandam@doit.nm.gov Acting Cabinet Secretary and State CIO State of New Mexico Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 73.127.205.92 Signed using mobile	Sent: 1/24/2024 9:04:01 AM Viewed: 1/24/2024 8:38:31 PM Signed: 1/24/2024 8:38:55 PM
Electronic Record and Signature Disclosure: Accepted: 9/15/2021 11:35:38 AM ID: 3b3f69f7-26a4-4aba-b349-c1963a025f79		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 164.64.62.10	Sent: 1/24/2024 8:38:57 PM Viewed: 1/25/2024 6:50:34 AM Signed: 1/25/2024 6:50:40 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		
Raelynn Lujan raelynn.lujan@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	RL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 1/25/2024 6:50:44 AM Viewed: 2/9/2024 9:13:54 AM Signed: 2/9/2024 9:14:15 AM
Electronic Record and Signature Disclosure: Accepted: 6/26/2020 4:27:38 PM ID: 6aae9b5a-2aef-4297-a7b0-359c22309d31		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/23/2024 11:03:22 AM
Envelope Updated	Security Checked	2/6/2024 3:10:35 PM
Certified Delivered	Security Checked	2/9/2024 9:13:54 AM
Signing Complete	Security Checked	2/9/2024 9:14:15 AM
Completed	Security Checked	2/9/2024 9:14:15 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ITConnect, Inc.
7505 Mallard Way
Suite F
Santa Fe, NM 87507
505-428-2828

Estimate

Date	Estimate #
5/24/2024	10757

Name / Address
City of Santa Fe P.O. Box 909 Santa Fe, NM 87504-0909 ATTN: Business Licensing

Rep	Contract Number	P.O. No.	Project
KHE			Utility Billing Moder...

Description	Qty	Cost	Total
Utility Billing Modernization Project and Business Process Support for Public Utilities Department			
Year 1			
Program Management	2,080	180.00	374,400.00T
Product Management	2,080	145.00	301,600.00T
Senior Project Coordinator	2,080	130.00	270,400.00T
Technical Business Analyst	1,040	120.00	124,800.00T
Functional Business Analyst	1,040	120.00	124,800.00T
Testing Coordinator	1,560	120.00	187,200.00T
Training Coordinator	1,040	120.00	124,800.00T
Travel (Actual costs not to exceed this amount)	1	490,000.00	490,000.00T
Subtotal			1,998,000.00
Year 2			
Program Management	2,080	180.00	374,400.00T
Product Management	2,080	145.00	301,600.00T
Senior Project Coordinator	2,080	130.00	270,400.00T
Technical Business Analyst	1,040	120.00	124,800.00T
Functional Business Analyst	1,040	120.00	124,800.00T
Testing Coordinator	1,040	120.00	124,800.00T
Estimate is valid for 30 days.		**Gross Receipts Tax (8.1875%)**	
		Total	

ITConnect, Inc.
7505 Mallard Way
Suite F
Santa Fe, NM 87507
505-428-2828

Estimate

Date	Estimate #
5/24/2024	10757

Name / Address
City of Santa Fe P.O. Box 909 Santa Fe, NM 87504-0909 ATTN: Business Licensing

Rep	Contract Number	P.O. No.	Project
KHE			Utility Billing Moder...

Description	Qty	Cost	Total
Training Coordinator	2,080	120.00	249,600.00T
Subtotal			1,570,400.00
Travel (Actual costs not to exceed this amount)	1	490,000.00	490,000.00T
See attached Scope of Work			

Estimate is valid for 30 days.	**Gross Receipts Tax (8.1875%)**	$332,281.50
	Total	$4,390,681.50

MACALLISTER, LINDA M.

From: mloehman <mloehman@horizonsofnewmexico.org>
Sent: Tuesday, June 11, 2024 9:29 AM
To: GARCIA, LAWRENCE M.
Cc: SANCHEZ, KATHY S.
Subject: Re: FW: Determination Request

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

Good morning Lawrence,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Tue, Jun 11, 2024 at 8:54 AM GARCIA, LAWRENCE M. <lmgarcia@santafenm.gov> wrote:

> Matt –
>
> The City of Santa Fe is requesting Informational Technology Professional Services, please see the Scope of work at the bottom of this page. The City of Santa Fe is reaching out to see if you are interested in providing these services.

Services Offered to the City of Santa Fe (9.2023)

Approved:
These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Yard, Grounds, and Lawn Maintenance

Permissive:
The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing
- Training Services

For the complete State Use service list, please go to: http://horizonsofnewmexico.org/services.html

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/22/2024

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: Carolyn Nasi	
Downey & Company 6565 Americas Parkway NE Suite 750 Albuquerque NM 87110	PHONE (A/C, No, Ext): (505) 881-0300	FAX (A/C, No): (505) 881-0908
	E-MAIL ADDRESS: cnasi@downeyandco.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	
INSURER B : Trumbull Insurance Company	
INSURER C : Hartford Casualty Insurance Company	
INSURER D : Hartford	
INSURER E :	
INSURER F :	

INSURED
ITConnect, Inc.
7505 Mallard Way
Unit F
Santa Fe NM 87507

COVERAGES **CERTIFICATE NUMBER:** 24/25 Multi **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 [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			34UUNAW5PMS	04/08/2024	04/08/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			34UENAC5637	04/08/2024	04/08/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			34XHUAW5SZ0	04/08/2024	04/08/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		34WEAW5PM3	04/08/2024	04/08/2025	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

City of Santa Fe is recognized as additional insured as their interest appears, per policy provisions. 30-Day written cancellation notice applies. Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
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

Christian B Downey

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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: ITCONNECT INC
DBA: ITCONNECT INC

Business Location: 7505 MALLARD WAY F
SANTA FE , NM 87507

Owner: ITCONNECT INC

License Number: 155104

Issued Date: November 01, 2023

Expiration Date: November 01, 2024

CRS Number: 03-036593-007

License Type: Business License - Renewable

Classification: Contractor - Electrical

Fees Paid: $35.00

ITCONNECT INC
7505 MALLARD WAY F
SANTA FE , NM 87507

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

Signature: Nancy L. Jimenez
Nancy L. Jimenez (Jun 27, 2024 10:22 MDT)

Email: nljimenez@santafenm.gov

Signature:
John Dupuis (Jun 27, 2024 11:10 MDT)

Email: jedupuis@santafenm.gov

CITY OF SANTA FE

Date: September 13, 2024

To: Governing Body
Finance
Quality of Life

From: Randy Randall, TSF Executive Director Randy Randall (Sep 13, 2024 16:23 MDT)

Subject: MOA – Transfer of Santa Fe Film Office

Vendor: Santa Fe County, vendor #3906

ITEM AND ISSUE:
Request for the Approval of MOA for the Transfer of Santa Fe Film Office from the SF County to the City of Santa Fe for a Total Amount of $800,000; (Randy Randall, TSF Executive Director, rrandall@santafenm.gov, 505-955-6209).

Quality of Life	September 18, 2024
Finance Committee	September 23, 2024
Governing Body	September 25, 2024

Action Requested: Approval of MOA

BACKGROUND AND SUMMARY:
The City and the County have jointly funded the Santa Fe Film Office with the County providing the administrative support for the office since its inception. This MOA revision will leave the joint funding in place but will change the administrative support to the City with it falling withing the Community Development Department as a separate division.

PROCUREMENT METHOD:
There is no procurement related to this MOA to change administrative support of the joint Santa Fe Film Office.
Chief Procurement Officer Approval: n/a **Date:**
Comment/Exceptions: See Determination

Supporting Information:

CONTRACT NUMBER:
Munis #3250185

SOURCE/REVENUE: ☒Expense ☐Revenue

Funding from the City is shared equally between the Office of Economic Development and TOURISM Santa Fe. FY25 funding in total is $175,000 split as $87,500 ED/$87,500 TSF

The funding source for ED is:
Fund Name/Number: Economic Development/212
Munis Org Name/Number: Economic Development Ops/2122800
Munis Object Name/Number: Other Consulting/510340

The funding source for TSF is:
Fund Name/Number:VSF Lodger's Tax/213
Munis Org Name/Number: VSF-Admin/2130521
Munis Object Name/Number: Service Contracts/510310

Budget Officer Approval: Andy Hopkins **Date:**_____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval:_____ **Title:**_____ **Date:**_____
Approval:_____ **Title:**_____ **Date:**_____
Comment & Exceptions:_____

Department Contract Administrator Contact Info:
Shirley Spencer, sjspencer@santafenm.gov, 505-955-6208

ATTACHMENTS:

Proposed MOA with Santa Fe County

RESTATED AND EXTENDED MEMORANDUM OF AGREEMENT BETWEEN SANTA FE COUNTY AND THE CITY OF SANTA FE REGARDING THE SANTA FE REGIONAL FILM OFFICE

THIS MEMORANDUM OF AGREEMENT (hereinafter "MOA") is entered on this the _____ day of _____ 2024, between **SANTA FE COUNTY** (hereinafter "County"), a political subdivision of the state of New Mexico, and the **CITY OF SANTA FE** (hereinafter "City").

RECITALS

WHEREAS, the film and media industries contribute millions of dollars annually to the local and regional economy; and

WHEREAS, local governments benefit from the film industry through job creation, direct collection of gross receipts taxes, leases, permitting and other fees, as well as through global exposure of the region for tourism, business recruitment and other activities; and

WHEREAS, in fiscal year 2017, the County and the City jointly established the Santa Fe Regional Film Office and entered into Memorandum of Agreement No. 2016-0358-CMO/MM; and

WHEREAS, the parties entered into subsequent Memorandum No. 2018-0080-CMO/BT; 2019-0175-CMO/BT and 2020-0147-CMO/BT, establishing and amending the funding contributions by the parties for each respective fiscal year for the operation of the Santa Fe Regional Film Office; and

WHEREAS, in 2021, the parties entered into MOA No. 2021-0121-CMO/BT to supersede all prior agreements and establish the funding of the Santa Fe Regional Film Office for the next four years and provide for other duties of the Santa Fe Regional Film Office; and

WHEREAS, in 2022, the parties signed Amendment No. 1 to increase each parties' contributions to increase the capacity of the Santa Fe Regional Film Office; and

WHEREAS, in 2024, the parties wish to move the management and oversight of the staff of the Santa Fe Regional Film Office from the County to the City and to extend the term of their agreement through 2028.

NOW, THEREFORE, the parties mutually agree as follows:

1. RESTATED AGREEMENT

This agreement supersedes and replaces all other agreements between the parties on the topic of the Santa Fe Film Office.

2. TRANSFER OF FILM OFFICE DIRECTOR, FUNDS, AND RESOURCES; ASSIGNMENT OF AGREEMENTS

A. Transfer of Personnel and Personnel Files. Upon the effective date of this MOA, the County will transfer the personnel files for the Director and staff of the Santa Fe Film Office to the City. The Director shall become a City employee, effective the beginning of the City's first full pay period following the effective date of this MOA. The City shall recognize and accrue on its books all of the Director's accumulated leave; provided, however, that the Director's leave thereafter shall be governed by the City's policies.

B. Funds. Within a reasonable time after the effective date of this MOA, but no later than two months after, the County will transfer to the City (1) the uncommitted fund balance of funds previously dedicated by the City and County for the purposes of the Santa Fe Regional Flim Office, as of June 30, 2024, and (2) the County's Fiscal Year 2025 contribution for the operational expenses of the Santa Fe Regional Film Office. The funds will continue to support the Santa Fe Regional Film Office to the extent legally permissible. For any County funds that cannot be used to support the Santa Fe Regional Film Office or upon the termination of this MOA, the City will promptly remit unused County funds back to the County. In the event that the County's Fiscal Year 2024 audit determines that the uncommitted fund balance of previous contributions was less than estimated, the City shall promptly remit the difference to the County.

C. Goods/Supplies. Upon approval of this MOA, the County will transfer to the City the following materials and supplies previously purchased for the Santa Fe Regional Film Office using contributions of the City and County as described in Exhibit A.

D. Contracts. Within a reasonable time after the effective date of this MOA, but no later than two months after, the County shall assign any contracts dedicated to supporting the Film Office to the City.

3. DUTIES OF THE PARTIES

A. The City shall:

1. Provide direct management and oversight of the staff of the Santa Fe Regional Film Office, including recruiting, hiring, and training of staff; provided, however, the City shall seek non-binding County input through the County designated liaison prior to making new staff hires of the Santa Fe Regional Film Office, including, but not limited to, the Director.

2. Provide office space, materials, and supplies necessary to operate and maintain the Santa Fe Regional Film Office consistent with its approved budget;

3. Designate a liaison to work with the County to perform the duties and obligations of the Santa Fe Regional Film Office;

4. Establish a document retention and protection policy for the Santa Fe Regional Film Office;

5. Contract for goods and services for the Santa Fe Regional Film Office, provided the City shall not commit the County to any contingent liabilities;

6. Include the Santa Fe Regional Film Office in its annual independent audit pursuant to the New Mexico Audit Act, NMSA 1978, Sections 12-6-1, *et seq.*, and 2.2.2. NMAC, *et seq.*, as amended to be included in its published audit;

7. Establish an annual budget for the Santa Fe Regional Film Office consistent with this MOA;

8. Provide funding for operational expenditures of the Santa Fe Regional Film Office as follows:

    a) Fiscal year 2025 - $175,000.00
    b) Fiscal year 2026 - $200,000.00*
    c) Fiscal year 2027 - $200,000.00*
    d) Fiscal year 2028 - $225,000.00*.

*Contingent upon approved appropriations.

B. The County shall:

1. Designate a liaison to work with the City to perform the duties of and obligations of the Santa Fe Regional Film Office.

2. Provide funding for operational expenses of the Santa Fe Regional Film Office as follows:

    a) Fiscal year 2025 - $175,000.00
    b) Fiscal year 2026 - $200,000.00*
    c) Fiscal year 2027 - $200,000.00*
    d) Fiscal year 2028 - $225,000.00*.

*Contingent upon approved appropriations.

4. FUTURE INDEBTEDNESS

Subject to NMSA 1978, § 6-6-11 (Bateman Act), Art. IX, Sec. 10, and Article IX, Sec. 12, of the state constitution, and the availability of sufficient appropriations from the Santa Fe County Board of County Commissioners and the Governing Body of the City of Santa Fe, nothing in this MOA shall require the County or the City to become indebted or contract any indebtedness of any kind or nature whatsoever during any current year which, at the end of such current year, is not and cannot be paid out of the money actually collected and belonging to that current year, and any indebtedness for any current year which is not paid and cannot be paid, as provided above, shall be void.

5. TERM AND TERMINATION

A. This MOA shall become effective as of the date of last signature by the parties hereto and shall terminate on June 30, 2028, unless earlier terminated as indicated below.

B. This MOA may be terminated by either party upon delivery of a written notice delivered to the other party at least 90 days prior to the stated date of termination. By such termination, neither party may nullify or avoid any obligations incurred prior to the termination.

6. ASSIGNMENT

Neither party shall not assign or transfer any interest or rights in this MOA without the advance written approval of the other party. Any attempted assignment or transfer without the other party's advance written approval shall be null and void and without any legal effect.

7. LIABILITY

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation of requirements applicable to the performance of this MOA. Each party shall be liable for its actions in accordance with this MOA. Any liability incurred by the County or the City in connection with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. The County, 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 MOA modifies or waives any provision of the New Mexico Tort Claims Act.

8. AMENDMENT

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

9. APPROPRIATIONS AND AUTHORIZATION

The terms of this MOA are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico and the governing bodies of the City and the County for the performance of this MOA. If sufficient appropriations and authorization are not made, this MOA shall terminate immediately upon written notice being given by the terminating party to the other party. Any party's decision as to whether sufficient appropriations are available shall be accepted by the other party and shall be final.

10. GOVERNING LAW

This MOA shall be governed by, and construed in accordance with, the laws of New Mexico and the applicable ordinances of the parties.

11. ACCOUNTABILITY

During the term of this MOA and for a period of three years thereafter, each party will maintain accurate and complete records of all disbursements made and monies received by each under this MOA and, upon receipt of reasonable written request, each shall make such records available to the other party and to the any other parties during regular business hours of the Santa Fe Regional Film Office.

12. NO THIRD-PARTY BENEFICIARIES

Nothing in this MOA, express or implied, is intended to confer any rights, remedies, claims or interests upon a person not a party to this MOA.

13. SUCCESSORS AND ASSIGNS:

This MOA will inure to the benefit of the Party's successors or assigns.

14. ENTIRE AGREEMENT

This MOA represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject of this MOA. No changes, amendments or alterations to this MOA will be effective until in writing and signed by the parties.

15. NOTICES

Any notice required by this MOA shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully prepaid, registered or certified, in an official receptacle of the U.S. Postal Service.

COUNTY: Santa Fe County
Attn: County Manager
P. O. Box 276
Santa Fe, New Mexico 87504-0276

CITY: Jennifer LaBar-Tapia, Film Office Executive Director
City of Santa Fe
P. O. Box 909
Santa Fe, New Mexico 87504-0909

IN WITNESS WHEREOF the Parties have duly executed this MOA as of the date of last signature by the parties hereto.

SANTA FE COUNTY

_____
Hank Hughes, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

_____ _____
Katharine E. Clark Date
Santa Fe County Clerk

Approved as to form:

_____ _____
Jeff Young Date
Santa Fe County Attorney

CITY OF SANTA FE:

_____ _____
Alan Webber, Mayor Date

ATTEST:

_____ _____
Geralyn Cardenas, Interim City Clerk Date

Approved as to form:

_____ Sep 16, 2024
Erin K. McSherry, City Attorney Date

Finance Department:

Emily Oster, Finance Director	Date

EXHIBIT A

1. 2 laptops
2. 5 monitors
3. 2 keyboards
4. 1 modem
5. 1 docking station
6. 1 flat screen TV
7. 1 sound bar for the TV
8. All Santa Fe Regional Film Office swag (jackets, vests, backpacks, water bottles, etc.)
9. Framed movie posters
10. Film props/swag/crew wrap collected by the Film Office over the years

From: DUTTON-LEYDA, TRAVIS K.
To: VIGIL, XAVIER I.; SPENCER, SHIRLEY J.; APODACA, MARCELLA A.; OLGUIN, LORETTA S.; CARDENAS, GERALYN F.
Cc: RANDALL, RANDY; Purchasing; EDWARDS, JAMES W.
Subject: Re: MOA for film office
Date: Thursday, September 12, 2024 1:13:29 PM

New memo please so you don't have to include the procurement checklist and summary of contract.

Also, here is my exemption determination if you don't already have one. Contracts with the county are exempt per NMSA 1978, section 13–1-98 (A).

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

Chart, text

From: VIGIL, XAVIER I. <xivigil@santafenm.gov>
Sent: Thursday, September 12, 2024 1:02:16 PM
To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>; APODACA, MARCELLA A. <maapodaca1@santafenm.gov>; OLGUIN, LORETTA S. <lsolguin@santafenm.gov>; CARDENAS, GERALYN F. <gfcardenas@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: MOA for film office

I think we should probably go with Travis's new memo. Travis, please correct me if I'm wrong.

Xavier (ex-ay-vier) Vigil
Committee and Contracts Coordinator
City Clerk's Office
Community Engagement Department
(505) 955-6514

-----Original Message-----
From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Thursday, September 12, 2024 11:59 AM
To: VIGIL, XAVIER I. <xivigil@santafenm.gov>; APODACA, MARCELLA A. <maapodaca1@santafenm.gov>; OLGUIN, LORETTA S. <lsolguin@santafenm.gov>; CARDENAS, GERALYN F. <gfcardenas@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: MOA for film office

Great....Will a basic memo suffice?

-----Original Message-----
From: VIGIL, XAVIER I. <xivigil@santafenm.gov>
Sent: Thursday, September 12, 2024 11:57 AM
To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>; APODACA, MARCELLA A. <maapodaca1@santafenm.gov>; OLGUIN, LORETTA S. <lsolguin@santafenm.gov>; CARDENAS, GERALYN F. <gfcardenas@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: MOA for film office

Hi Shirley, no business license or COI is needed for this agreement.

Xavier (ex-ay-vier) Vigil
Committee and Contracts Coordinator
City Clerk's Office
Community Engagement Department
(505) 955-6514

-----Original Message-----
From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Thursday, September 12, 2024 11:40 AM
To: APODACA, MARCELLA A. <maapodaca1@santafenm.gov>; OLGUIN, LORETTA S. <lsolguin@santafenm.gov>; VIGIL, XAVIER I. <xivigil@santafenm.gov>; CARDENAS, GERALYN F. <gfcardenas@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>; DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: MOA for film office

Hi All,
I included Travis and Geralyn on the email string....
Also, I need to know what is needed with the packet - will the new memo suffice from Travis? Do we need a COI; don't think I need the SF Business license since this is the county.....
Travis, can we expedite this memo once I transfer into the new memo you created? Also, guessing

that we can expedite Emily Oster's signature as well? Attached, is what I have currently.
Thanks,
Shirley

-----Original Message-----
From: APODACA, MARCELLA A. <maapodaca1@santafenm.gov>
Sent: Thursday, September 12, 2024 10:50 AM
To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>; OLGUIN, LORETTA S. <lsolguin@santafenm.gov>; VIGIL, XAVIER I. <xivigil@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: RE: MOA for film office

Dear Shirley,

This is a question for the clerk's office.

Regards,

Marcella A. Apodaca
City of Santa Fe
Community Health & Safety Department
Business Operations Manager
505-365-3608 (cell)
505-955-6568 (desk)
maapodaca1@santafenm.gov

-----Original Message-----
From: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Sent: Thursday, September 12, 2024 10:48 AM
To: OLGUIN, LORETTA S. <lsolguin@santafenm.gov>; APODACA, MARCELLA A. <maapodaca1@santafenm.gov>; VIGIL, XAVIER I. <xivigil@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>
Subject: FW: MOA for film office

Hi Liaisons,
My Director is asking to submit the captions by today for QOL without the MOA - is this doable? Not sure when the MOA will be available - so I have included Randy Randall on the email string to respond to this part.
Thanks,
Shirley

-----Original Message-----
From: RANDALL, RANDY <rrandall@santafenm.gov>
Sent: Thursday, September 12, 2024 10:15 AM
To: SPENCER, SHIRLEY J. <sjspencer@santafenm.gov>
Subject: MOA for film office

Do we have the package for the film, commission MOA ready to go with the exception of the actual document?

We need to get it to quality of life agenda today. Please send them the caption as that should not change.

Randy Randall
Executive Director
TOURISM Santa Fe
505-955-6209

CITY OF SANTA FE

Date: September 23, 2024

To: Governing Body
Finance Committee
Public Utilities / Public Works

Via: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
John Dupuis, Public Utilities Department Director

From: Nancy L Jimenez, Public Utilities Billing Division Director

Subject: **Advanced Utility Billing System Implementation and Support**

Vendor Name: Advanced Utility Systems, A Business Unit of Harris Computer Corporation

Vendor Number: 3983

ITEM AND ISSUE:
Request for Approval of a General Services Contract for a total of $3,493,560.00 excluding New Mexico gross receipt taxes, for implementation, maintenance and support, not to exceed 5 years, for the CIS v.4 and Customer Engagement Portal for Utility Billing: (Nancy L Jimenez, nljimenez@santafenm.gov, 505-955-4364)

Cost Breakdown:

Category	Cost
IV&V Additional Services	$ 725,800.00
Professional Services	$ 2,175,260.00
Licenses	$ 292,500.00
Travel	$ 300,000.00
Total	**$ 3,493,560.00**

Action Requested: _____

BACKGROUND AND SUMMARY:
The current Utility Billing System (UCIS) is over 20 years old and is no longer in compliance with the current city Standards. UCIS no longer has Vendor support and does not enable a consistent billing process. The need to have a versatile utility system that can seamlessly connect to external programs & allows COSF End Users to use one system to complete dynamic billing and associated tasks. The vendor has unique experiences with Utility Billing system upgrades.

Advanced is the only company authorized to install & maintain CIS Infinity. Additionally, the Vendor has completed over 55% of the system implementation. Derailing from Advance's progression would result in an increase in cost and a prolonged project timeline. Advanced is the only company legally authorized to implement and maintain the CIS Infinity System. Releasing Advanced and locating a similar modern system would lead to a massive increase in cost and an extended implementation timeline.

PROCUREMENT METHOD:
Sole Source

Chief Procurement Officer Approval: _____ **Date:** Sep 23, 2024
Comment/Exceptions: SS posted 30 days without protest

Supporting Information:

CONTRACT NUMBER:

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is:
Fund Name/Number: Public Utility Admin/Fund 511
Munis Org Name/Number: Public Utilities Billing Division Admin/5110351
Munis Object Name/Number: Service Contracts/510310

Budget Officer Approval: Andy Hopkins **Date:** Sep 23, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Project Ledger #: _____

Anticipated length of project: 2 years plus maintenance and operations not to exceed 5 years _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions: _____

Department Approvals:
IT Components: ☒ **Yes** | ☐ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval: Eric Candelaria (Sep 23, 2024 15:11 MDT) **Title:** Director, ITT **Date:** Sep 23, 2024
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info:
Nancy L. Jimenez
Utility Billing Division Director
City of Santa Fe Public Utilities Department
505-955-4364

ATTACHMENTS:
Vendor's Quote (within contract scope of work))
Santa Fe Business License (attached)
Certificate of Liability Insurance (attached)
Professional/General Services Contract (attached)
Horizons declination (attached)
Sole Source Determination (attached)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/28/2023

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
Marsh Canada Limited
120 Bremner Blvd., Suite 800 Attn: Canada.Certrequest@marsh.com
Toronto, ON, M5J 0A8

CN102165922--GAWUP-23-24 Harris

CONTACT NAME: Mark Warren
PHONE (A/C, No, Ext): 416 349 4888 **FAX (A/C, No):**
E-MAIL ADDRESS: Mark.Warren@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Great Northern Insurance Company	20303
INSURER C : ACE American Insurance Company	22667
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
vta
HARRIS COMPUTER CORPORATION
2429 MILITARY RD. #330
NIAGARA FALLS, NY 14304

COVERAGES **CERTIFICATE NUMBER:** HOU-003830865-12 **REVISION NUMBER:** 0

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	**COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			9950-48-39	09/27/2023	09/27/2024	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 1,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			7360-03-97	09/27/2023	09/27/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	1,000,000
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			9365-24-30	09/27/2023	09/27/2024	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	9,000,000 9,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71764342	09/27/2023	09/27/2024	[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	Professional Liability Tech E&O & Cyber			64260768	09/27/2023	09/27/2024	Limit SIR		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 of Marsh USA LLC

Marsh USA LLC

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Item #: _____
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB #: Sole Source # 25018

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

CIS Infinity V4 Utility Billing Services and Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Advanced Utility Systems, A Business Unit of N. Harris Computer Corporation** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**
See Attachment "B" hereto, "Definitions"

2. **Scope of Work**

A. The Contractor shall perform the following work:

See Statement of Work appended hereto as Attachment "A".

B. Services shall be performed pursuant to the terms and conditions set forth in Attachment "C".

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed in Attachment A.

The total compensation under this Contract shall not exceed three million four hundred ninety-three thousand five hundred sixty dollars ($3,493,560) excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice

of rejection within the specified period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. The term of the Agreement shall be as set forth in the Master Agreement a five (5) year term. The City reserves the right to renew this contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to terminate this Contract in accordance with section 7 of this Contract due to the Contractor's default under this Contract; the City shall otherwise have – subject to any other terms of this Contract - all other remedies available at law for a default by the Contractor. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Termination for Cause. If either party should fail to comply with its obligations under this 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 within ninety (90) days or issue a written notice of its own disputing the alleged default within thirty (30) days, immediately following receipt of a Default Notice. If the breaching party fails to
   (i) issue a written notice disputing the alleged default within such thirty (30) day period; or
   (ii) to correct the default within such ninety (90) day period following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.

B. Termination for non-payment or non-appropriations. If City has failed to pay any of the Fees in accordance with this Agreement, then Contractor shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to City. If the

governing body fails to appropriate sufficient funds to continue this agreement, either party may terminate this agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final.

C. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:

(i) becomes insolvent;

(ii) 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

(iii) 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.

D. Procedure on Termination

a. All warranties terminate upon the termination of this Agreement.

b. In the event of termination or expiration of this Agreement:

i. All rights to use the Software Services granted to City in this Agreement shall immediately terminate and Contractor will immediately cease to perform or provide the Software Services.

ii. City will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Contractor (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).

iii. Conditional upon City's payment of all Fees that are due to Contractor and unless prohibited by law or the order of a governmental or regulatory body or it could subject Contractor and/or its third-party service provider or their affiliates to liability, Contractor will furnish the City with a copy of City's Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data are one to two days and will be billed at Contractor's then current daily rate. Upon receipt of notice from City confirming receipt of the Data, Contractor shall destroy all copies of the Data and delete all Data on the database and an Officer of Contractor shall certify the destruction and deletion to the City. Subject to any legal requirement that Contractor must retain a copy of the Data, Contractor shall not delete the Data for 90 days from the date of termination except:

(i) where Contractor has provided the Data to City pursuant to this Subsection; or (ii) where it has received written instructions from City to delete the Data. Following 90 days from the date of termination if City has not communicated with Contractor regarding the Data, Contractor shall have the right to delete all Data at any time as either required by law or as determined by Contractor in its sole discretion. Notwithstanding the foregoing, Contractor shall be permitted to delete all Data without providing notification to City and Contractor shall not be required to adhere to the time frames detailed above where Contractor is required by law to delete such Data. Contractor and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.

iv. City shall return to Contractor or at Contractor's option purge or destroy all copies of any Confidential Information of Contractor or the third-party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days.

E. Except as otherwise provided in this Agreement, 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.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

C. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Contractor applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

9. **Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City

because of this Contract. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Ownership of Intellectual Property**

Contractor, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. City shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Contractor, its service providers and its licensors reserve all rights not expressly granted to City. Any transfer of intellectual property shall be pursuant to a writing agreed upon between the parties.

14. **Warranty**

A. The Software and Sublicensed Software will substantially perform as described in the specifications set out in the Documentation and Sublicensed Documentation, respectively, for a period of ninety (90) days from the Completion of Services if the Software and Sublicensed Software are used in accordance with the Documentation and Sublicensed Documentation, respectively, the terms of this Agreement and where the City has the Required Programs and the hardware meets the requirements. The City's sole recourse in the event the Software or Sublicensed Software do not conform to the foregoing warranty is the repair and replacement of the Software or Sublicensed Software, as applicable.

B. In the event an error is discovered in the Software or Sublicensed Software outside the warranty period and the error can be reproduced by Contractor, provided City has ongoing Support and Maintenance with Contractor pursuant to this Agreement, Contractor will make reasonable commercial efforts to provide City with a correction or suitable workaround in accordance with the terms of this Agreement. Contractor reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of Contractor's own choosing.

C. Contractor warrants that Professional Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner by personnel who are exercise reasonable care and skill in performing their individual tasks.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. CONTRACTOR DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments. Any such audit shall take place during normal business hours and no more than once in any twelve (12) month period.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

A. **Restrictions**. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. Except as reasonably necessary to affect the goals of this Agreement, a receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation consistent with this Section ("Non-Disclosure") to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality restrictions set forth herein, a party may disclose the other's Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

B. **Exclusions**. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; is personal information; or (v) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor's Confidential Information as required to satisfy any request by any governmental or regulatory body.

C. **Legal Requirements**. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may at its expense seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

D. **Disposition of Confidential Information on Termination or Expiration**. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by

taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

E. **Privacy**. For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain commercially reasonable safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

F. Notwithstanding the foregoing, the Parties acknowledge that the City is obligated by New Mexico law to respond to requests made under the New Mexico Inspection of Public Records Act (IPRA), NMSA 1978, sec. 14-2-1 through 14-2-12.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **Sole Source #** 25018 (Description 50-M0087-24-CP329 – Advanced Utility Billing System) and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence. In the event of a conflict between this agreement and any exhibits, the terms of this agreement will control.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the grossly negligent or willful acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

(i) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING OUT OF CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 37 OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, BOTH PARTIES AGREE THAT CONTRACTOR'S AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE ALL FEES PAID TO CONTRACTOR BY THE CITY UNDER THIS AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, CONTRACTOR AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR 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, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.

(iv) CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY USE BY CITY OR ANY USER OF CITY'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CONTRACTOR DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS NOT ATTRIBUTABLE TO CONTRACTOR.

29. **Incorporation by Reference and Precedence**

The following exhibits are made a part of this Agreement and are incorporated by reference:

Attachment A - SOW

Attachment B - Definitions

Attachment C - Services

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Attachment B- Definitions; (3) Attachment A—SOW (including pricing); (4) Attachment C, Services.

30. **Workers' Compensation**

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

31. **Service and Support**

A. Service Levels. Contractor shall use commercially reasonable efforts to make the Software Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "C" and as outlined in any relevant SOW or other Exhibit hereto. Any Contractor liability to City, in the unlikely event that said Software Services becomes unavailable in violation of Schedule "C", is set forth in said Schedule. Any request for credit must be made of Contractor within 15 days of the Service interruption or is waived. The Contractor reserves the right to suspend the Software Services for maintenance, updates, and other internal requirements. The Contractor shall use commercially reasonable efforts to keep such suspensions to less than six hours every thirty days unless it is an emergency or critical maintenance issue.

B. Support Services. Contractor shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Exhibit "C" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW. Such services may be modified at Contractor' reasonable discretion. Contractor shall supply all Upgrades to City at no additional charge other than the payment of ongoing annual Fee. Upgrades may require additional services to be performed by Contractor outside of the scope of those services provided by Contractor, including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Contractor's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

32. **Acceptance**

Acceptance is as set forth in applicable SOWs.

33. **Insurance**

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

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

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. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and shall endeavor to provide 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any 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 Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and 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. 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.

C. The foregoing states Contractor's entire liability, and the City's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

D. City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

E. The indemnity provisions of this Section 37 shall not apply to Third Party Software.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Cooperative Use Agreement**

In addition to the City and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered in person, courier, either US mail, First Class or certified, return receipt requested, postage prepaid or seven (7) business days after being mailed.

To the City:
City of Santa Fe
ATT: Nancy Jimenez, Utility Billing Director
801 West San Mateo Rd.
Santa Fe, NM
87501

To the Contractor:
Advanced Utility Systems Suite 100
ATT: Sean Sykes, SVP Business Development
1 Antares Drive
Ottawa, ON Canada
K2E 8C4

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the City:
City of Santa Fe
ATT: Nancy Jimenez, Utility Billing Director
801 West San Mateo Rd.
Santa Fe, NM
87501

To the Contractor:
Advanced Utility Systems Suite 100
ATT: Sean Sykes, SVP Business Development
1 Antares Drive
Ottawa, ON Canada
K2E 8C4

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Advanced Utility Systems, A Business Unit
of N. Harris Computer Corporation

_____
TODD RICHARDSON, CHIEF FINANCIAL OFFICER

DATE: Sep 10, 2024

NMBTIN#: 03-2064497-00-7

City of Santa Fe Business License #:129788

ATTEST:

_____
GERALYN CARDNENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 11, 2024 07:56 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____
FINANCE DIRECTOR

Attachment "A"

Statement of Work

ADVANCED UTILITY SYSTEMS

I. City of Santa Fe, NM

Scope of Work

II. For the Implementation of:

CIS v4 and Customer Engagement Portal

July 24, 2024

SOW Valid Until September 30, 2024

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Introduction

The project is defined as the implementation of Infinity CIS by Advanced Utility Systems ("Advanced") for the City of Santa Fe, NM. The implementation is for Infinity CIS Version 4 ("v4") to be completed, Advanced's comprehensive customer information and utility billing software.

This document describes the Scope of Work ("SOW") to be delivered by Advanced and defines the principal activities and deliverables of both Advanced and the City of Santa Fe, NM, for this project.

The project, as outlined in this Scope of Work ("SOW"), encompasses all aspects of the City of Santa Fe, NM's Infinity CIS v4 implementation, including but not limited to project management, requirements gathering, data integrity and clean-up, data conversion, configuration including interfaces, and training.

City of Santa Fe, NM Points of Contact

Primary Point of Contact (POC):

Name	Nancy Jimenez
Title	Utility Billing Director
Organization	Utility Billing Division
Address	801 West San Mateo Rd. Santa Fe, NM 87501
Phone	(505) 670-5541
Email	nljimenez@santafenm.gov
Website	https://santafenm.gov/public-utilities/customer-service-and-utility-billing

Other Contact(s):

Name	John Dupuis
Title	Public Utilities Director
Organization	Utility Billing
Address	801 West San Mateo Rd. Santa Fe, NM 87501
Phone	(505) 819-9660
Email	jdupuis@santafenm.gov
Website	https://santafenm.gov/public-utilities/customer-service-and-utility-billing

Project Scope

Advanced and City of Santa Fe, NM agree to cooperatively manage the cost, schedule, and scope of the project. The project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and its appendices are to be considered out of scope.

Advanced will provide the following services in regard to the Infinity CIS v4 to City of Santa Fe, NM:

1. Project Management
2. Discovery Workshops (Functional, Interface and Modifications, Reports and Bill Print)
3. Conversion of data from a single legacy system to Infinity CIS v4
    - Data extraction will be performed by a third party and provided in a defined format to Advanced.
    - Advanced recommends a 5-year cut-off for data to be converted to Infinity CIS v4. Advanced will continue the project with all years provided we receive the same format as all previous conversion passes.
4. Data refreshes (Initial, Functional, ITC, UAT, Go-Live)
5. Onsite Core Team Training
6. Onsite or optional Remote web-based End User Training
7. Implementation of interfaces as identified in Task 2
8. Technical Support
9. Infinity CIS v4 will be deployed on an on-premise environment.
10. REST API

Definitions

Name	Definition
Baseline Accounts	A cross-selection of account types and services that are used for testing purposes in the CIS Solution
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by the City of Santa Fe, NM.
CIS	Customer Information and Billing System.
Infinity CIS	The Advanced Customer Information and Billing System.
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
City of Santa Fe, NM Owned Control Forms	Configuration areas of the system that are the responsibility of the City of Santa Fe, NM (including but not limited to service orders, actions, letters, security, and admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor-led training delivered remotely by Advanced to the identified Project Team members of the City of Santa Fe, NM on the generic CIS Solution
Defect - High	A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function. High defects include (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed-upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution but is cosmetic or minor in nature. There is a practical workaround or the defect does not impact City of Santa Fe, NM's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the City of Santa Fe, NM Core Team to City of Santa Fe, NM employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
Legacy Data System	City of Santa Fe, NM's current customer information and billing system to be replaced by Infinity CIS v4.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix B – Table of Responsibilities (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with City of Santa Fe, NM's Project Manager.

2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the City of Santa Fe, NM's Project Manager.

3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the City of Santa Fe, NM's Project Manager.

4. Advanced will participate in weekly reviews with City of Santa Fe, NM's project team. Participation can be waived by mutual agreement.

5. Advanced will provide timely responses to critical issues raised by City of Santa Fe, NM's Project Manager.

6. Advanced will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.

7. Advanced will prepare and submit project change proposals to City of Santa Fe, NM's Project Manager as necessary.

8. Advanced will resolve deviations from the Project Schedule.

9. Advanced will monitor the project to ensure that support resources are available as scheduled.

10. Advanced will coordinate and oversee the installation of all Advanced licensed software.

11. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance on City of Santa Fe, NM's supplied hardware and will support the production environment throughout the implementation and both environments after implementation and go live. One (1) development environment will be provided at the City of Santa Fe, NM's request for use during the implementation only.

12. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the Infinity CIS v4 side of the interface).

13. Advanced will monitor and support all testing phases, i.e., functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

City of Santa Fe, NM Responsibilities:

1. City of Santa Fe, NM will provide the information required to configure and convert data into the CIS Solution.

2. City of Santa Fe, NM will establish a Project Team that is representative of the operational areas that will be affected by this project.

3. City of Santa Fe, NM will designate a Project Manager who will manage the efforts of City of Santa Fe, NM Project Team and/or staff and coordinate activities with the Advanced's Project Manager.

4. City of Santa Fe, NM's Project Manager must ensure that City of Santa Fe, NM's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.

5. City of Santa Fe, NM's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.

6. City of Santa Fe, NM will review current business practices, consider and/or adopt new business practices as needed.

7. City of Santa Fe, NM will provide timely responses to critical issues raised by the Advanced's Project Manager.

8. If this SOW requires on-site presence, City of Santa Fe, NM will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a whiteboard and markers, flip chart, projector (or similar presentation technology), conference phone, and internet connection.

9. If this SOW requires on-site presence, City of Santa Fe, NM 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. The training room will be equipped with a white board and markers, flip chart, projector (or similar presentation technology), conference phone and internet connections.

10. City of Santa Fe, NM will ensure mutually agreed upon Change Orders are approved and processed in accordance with the Change Order Procedure.

11. City of Santa Fe, NM Staff will attend scheduled training sessions.

12. City of Santa Fe, NM will perform testing as required, including functional testing, integration testing, and user acceptance testing, and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).

13. City of Santa Fe, NM will perform manual cutover tasks identified in the data conversion and the cutover plan.

14. With support from Advanced, City of Santa Fe, NM will be responsible to create, configure and test all City of Santa Fe, NM Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Advanced will provide training City of Santa Fe, NM on the same.

Constraints and 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 16 months and 2 months of post-implementation support. Advanced has agreed to complete the implementation within 16 months. If circumstances occur that result in delays to the project, any extensions will be reviewed and managed via the Change Control Process.

3. City of Santa Fe, NM recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Staffing issues will be resolved between City of Santa Fe, NM 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.

5. City of Santa Fe, NM 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 of Santa Fe, NM 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 commercially reasonable efforts 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.

    iii) Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.

6. 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 within five (5) business days (or to a mutually agreed timeframe). Reasonable efforts will be made to meet the requirements.

7. City of Santa Fe, NM will empower City of Santa Fe, NM's project team members to make decisions related to configuration and business processes. For some key decisions City of Santa Fe, NM team may be required to elevate the decision process to the executive team. City of Santa Fe, NM will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.

8. City of Santa Fe, NM and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within (5) Business Days unless otherwise agreed to, to minimize delays in the project.

9. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

10. All City of Santa Fe, NM 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.

11. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.

12. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but City of Santa Fe, NM will approach each opportunity from this perspective.

    In the event that City of Santa Fe, NM rejects any of Advanced's Best Practices recommendations, City of Santa Fe, NM will be required to sign an acknowledgement of such decision. This document will describe Advanced's concerns about City of Santa Fe, NM's requested functionality, and City of Santa Fe, NM's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.

13. When onsite Advanced agrees to work within City of Santa Fe, NM 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.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the 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, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City of Santa Fe, NM PM will provide oversight and guidance to City of Santa Fe, NM staff to ensure successful completion of City of Santa Fe, NM led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and City of Santa Fe, NM will partner together for successful project execution. Project Initiation will involve all members of the Advanced and City of Santa Fe, NM project team. Prior to the remote Project Kickoff meeting, Advanced and City of Santa Fe, NM will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the City of Santa Fe, NM review the Infinity CIS v4 implementation documentation prior to the Project Kickoff meeting.

The Project Schedule for City of Santa Fe, NM identifies the activities, deliverables and resources required for the successful implementation of Infinity CIS v4. The Advanced PM and the City of Santa Fe, NM PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). City of Santa Fe, NM is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the City of Santa Fe, NM PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of City of Santa Fe, NM and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

a. *Change Control Process*

Advanced will coordinate a joint effort with City of Santa Fe, NM to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to City of Santa Fe, NM. Appropriate sign-off channels will be developed for Change Order approval. There will be a minimum of
$10,000 per change request to account for initial research and scoping efforts.

Subtask 1.2 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress.
Advanced will use various methods to communicate regularly with City of Santa Fe, NM including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced's Project Manager will attend status meetings with City of Santa Fe, NM Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact the project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Status Meeting and Report • 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, NM and Advanced. The quarterly sponsor review meeting will assess 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 jointly by the City of Santa Fe, NM and the Advanced PM.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – Infinity CIS v4 Interfaces

This task covers the Infinity CIS v4 interfaces to existing City of Santa Fe, NM systems, and/or related products in the Infinity product suite. Development effort may be required by the vendor for the system to which Advanced is interfacing. These vendor costs, if any, are the responsibility of City of Santa Fe, NM and are not in scope.

Advanced will document the status of development, whether conducted by City of Santa Fe, NM or Advanced, in the weekly status reports.

Subtask 2.1 – Interfaces

The following group of interfaces is implemented within Infinity CIS v4.

These interfaces will require efforts from Advanced, and potentially City of Santa Fe, NM staff or a third- party vendor, to support the specific requirements. The specific system Modifications required to support a specific interface will be determined during the Interface Discovery workshop. The process for delivery will follow sections 3.1 and 3.8.

b. *Subtask 2.1.1 – Virtuoso Collection Agency (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export between CIS Infinity and City of Santa Fe, NM's Virtuoso Collection Agency Software to be finalized with changes from 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

c. *Subtask 2.1.2 – Beacon AMI Meter Reading (Two-way Flat File)*

Infinity CIS v4 will support a two-way flat file *.csv as previously delivered and approved.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

d. *Subtask 2.1.3 – Postal Pros Final Bill Notices Letters Export (One-way Flat File* Export)

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

e. *Subtask 2.1.4 – Postal Pros Lien Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

f. *Subtask 2.1.5 – Postal Pros LIC Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved with address field to be updated by AUS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

g. *Subtask 2.1.6 – General Ledger (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting. A new scoping session will be needed for use of the Tyler API with MUNIS A/R module.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

h. *Subtask 2.1.7 – Accounts Payable (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

i. *Subtask 2.1.8 – Embedded GIS (Embedded URL to City of Santa Fe's GIS Maps)*

Infinity CIS v4 will support an embedded URL to the City of Santa Fe's GIS maps. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

j. *Subtask 2.1.9 – GIS Service Address Validation (One-way Import from GIS to CIS* Address Lookup Table)

Infinity CIS v4 will support an import from GIS to the CIS address lookup table. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

k. *Subtask 2.1.10 – Water Meter Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

l. *Subtask 2.1.11 – Water Meter Remote Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

m. *Subtask 2.1.12 – Wells Fargo Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

n. *Subtask 2.1.13 – Wells Fargo E-Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

o. *Subtask 2.1.14 – Mars Payment Import (One-way Flat File Import)*

Infinity CIS v4 will support an import from MARS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

p. *Subtask 2.1.15 – Wells Fargo ACH (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export to Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

q. *Subtask 2.1.16 – Delinquent IVR Outbound File (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export for Delinquent IVR. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Reports

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.

Any additional custom reports will need to be reviewed and actioned by City of Santa Fe, NM. Should City of Santa Fe, NM desire Advanced to convert any additional custom reports, they shall be addressed according to the Change Control process as defined in Subtask 1.1.

Subtask 2.4 - Exclusions

The following have 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. 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 will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. **Third-Party Payment Processor**

   Real-Time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor namely; Paymentus or Invoice Cloud. City of Santa Fe, NM must have a contract with the payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to implement the City of Santa Fe, NM's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the City of Santa Fe, NM Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Software Provisioning on hardware supplied by City of Santa Fe, NM (on-premise)
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool 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 the Issues Tracking Tool
- Overview of the operations of Infinity CIS v4 via online conference
- Functional Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with the City of Santa Fe, NM'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	• Project Kickoff Meeting • Initial Project Schedule • Training Course Agenda • Issues Tracking Tool Overview • Project Team Contact List

Subtask 3.1 – Entry Criteria

Criteria	Responsible Party
✓ Contracts signed	Advanced and City of Santa Fe, NM
✓ Transition discussion from Sales to Professional Services	Advanced and City of Santa Fe, NM

✓ Project Team identified	Advanced and City of Santa Fe, NM

Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Environments provisioned and signed off	Advanced and City of Santa Fe, NM
✓ 3.1 Deliverables completed	Advanced

Subtask 3.2 – Phase 2 – Functional Discovery Analysis

Advanced will review the detailed data and business requirements of City of Santa Fe, NM. This analysis will provide an association between City of Santa Fe, NM's business practices and the required Infinity CIS v4 configuration.

The Functional Discovery Analysis phase will be led by Advanced and broken out into functional workshops. The workshops review the functional areas of the system and are the basis for how Advanced will configure, and convert the required business functions, business logic and data in the system.

r. *Subtask 3.2.1 – Functional Discovery Analysis Workshops*

Advanced will conduct 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 and City of Santa Fe, NM will identify the necessary City of Santa Fe, NM 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 deliver a Functional Discovery Document that will address the items from the functional requirements and include, at a minimum, the following areas:

1. **Foundation**
   Review of the basic system set up areas and logical business rules including but not limited to account types, services and customer/account information.
2. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
3. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, including but not limited to formulas, proration and multipliers .
4. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts, miscellaneous and unapplied payments processing.
5. **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.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Discovery Agendas delivered	Advanced
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts and sample files, All As Is Process Flows gathered	City of Santa Fe, NM

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ City of Santa Fe, NM Core Team and/or SME's attendance at Functional Workshop	City of Santa Fe, NM
✓ Functional Discovery Workshops conducted	Advanced
✓ Functional Discovery Document delivered	Advanced
✓ Review and edits/Sign Off of Functional Discovery Document 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.3 – Phase 3 – Interface Discovery

Advanced will conduct an Interface Discovery Analysis Workshop. Advanced will provide a Discovery Agenda and working with City of Santa Fe, NM will identify necessary City of Santa Fe, NM staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe, NM all interfaces identified in Task 2, to be developed in Infinity CIS v4.

Advanced will summarize the Interface Discovery discussions in an Interface Discovery Summary document that will be provided to City of Santa Fe, NM to review and update as required.

Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1) for review and acceptance by City of Santa Fe, NM. Configuration only type interfaces identified will not require a BRD.

Advanced will review the documentation with City of Santa Fe, NM remotely and update as required.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface Discovery Agenda • Interface Discovery Workshop • Interface Discovery Summary • Use Case Document(s)

Subtask 3.3 – Entry Criteria

Criteria	Responsible Party
✓ Interface Discovery Agenda delivered	Advanced
✓ 3rd Party Vendor participation secured (if applicable)	City of Santa Fe, NM
✓ Staff SME participation secured	City of Santa Fe, NM

Subtask 3.3 – Exit Criteria

Criteria	Responsible Party
✓ Interface Discovery Workshop complete	Advanced
✓ SME attendance and 3rd Party Vendor (if applicable) attendance at Interface Discovery Workshop	City of Santa Fe, NM
✓ Interface Discovery Summary Document delivered	Advanced
✓ Use Case Document(s) delivered	Advanced
✓ Review and edits/Sign Off of Interface Discovery Summary 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.4 – Phase 4 – Other Discoveries

s. *Subtask 3.4.1 – Reports Discovery*

Any custom report built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these reports.

Advanced will conduct a Reports Discovery Workshop for any custom reports requirements. This workshop will be led by Advanced.

Subtask 3.4.1 – Deliverables

Subtask 3.3 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery • Reports Analysis Spreadsheet

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Reports Analysis Spreadsheet delivered	Advanced
✓ Reports Analysis Spreadsheet populated with all City of Santa Fe, NM's reports one month prior to scheduled Reports Discovery Workshop	City of Santa Fe, NM
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	Advanced

Subtask 3.4.1 – Exit Criteria

Criteria	Responsible Party
✓ Reports Discovery Workshop conducted	Advanced
✓ SME attendance at Reports Discovery Workshop	City of Santa Fe, NM
✓ Determination of custom reports delivered in CIS	Advanced

t. *Subtask 3.4.2 – Notices & Receipt Discovery*

Advanced will implement the Electronic Bill Print (EBP) as part of the Infinity CIS v4 implementation. Any custom notices built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these changes.

Advanced will conduct a Notice Discovery Workshop for any custom notice requirements. This workshop will be led by Advanced.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Discovery Workshop • Specifications

Subtask 3.4.2 – Entry Criteria

Criteria	Responsible Party
✓ Agenda for Notices & Receipt Discovery delivered	Advanced
✓ Bill print vendor capabilities/restrictions	City of Santa Fe, NM

Subtask 3.4.2 – Exit Criteria

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Notices & Receipt Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	City of Santa Fe, NM

✓ Specifications Document delivered	Advanced
✓ Review and edits/Sign Off of Use Case Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.5 – Phase 5 – Data Integrity Check/Clean Up & Initial Data Conversion/Configuration

u. *Subtask 3.5.1 - Infinity CIS v4 Initial Conversion, Data Validation and Testing*

Advanced will take on the added task of extraction and manipulation of the City of Santa Fe, NM's single legacy data system to be converted into Infinity CIS v4. This will include 5 passes and add an addition 6 months to the project timeline. Advanced will require direct access to pull data from the legacy system as well as access to key personnel to answer questions around any parsing, merging, and concatenation that may be required to support the data conversion process through workshops.

Once the client legacy data cleanup process is complete and Advanced is provided with the data in the pre-defined format, Advanced will convert City of Santa Fe, NM's legacy data and load into City of Santa Fe, NM's Infinity CIS v4 Environment.

Advanced will supply a data validation report confirming Legacy System and Infinity CIS v4 systems are in balance and will release the system for testing by City of Santa Fe, NM.

The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.

Advanced is responsible for converting/configuring

- All billing formulas required by City of Santa Fe, NM in Infinity CIS v4
- Current receipts
- Generic Information Bars
- Interfaces (Delivered at Integration Testing) City

of Santa Fe, NM is responsible for converting/configuring:

- User security
- Hyperlinks

Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Conversion City of Santa Fe, NM will select a group of Baseline Accounts. Baseline Accounts provide City of Santa Fe, NM's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal"

accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in City of Santa Fe, NM's Baseline Accounts, as applicable.

As part of the Initial Conversion, City of Santa Fe, NM will undertake testing of the Infinity CIS v4 conversion. City of Santa Fe, NM's project manager will coordinate the completion of the Infinity CIS v4 conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Conversion testing (and subsequent test phases), Advanced will access City of Santa Fe, NM's server in order to upload data corrections, with the assistance of City of Santa Fe, NM's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

Subtask 3.5.1 Deliverables	• Advanced to extract and manipulate legacy data prior to import • Advanced Convert legacy database to Infinity CIS v4 database • Advanced Review and deliver initial V4 data conversion load with City of Santa Fe, NM • Advanced Time the process to convert and load data • Advanced Configure generic Information Bars • City of Santa Fe, NM Review and approve the Data Validation Report • City of Santa Fe, NM Run reports currently used by City of Santa Fe, NM for balancing legacy system and V4 to confirm versions are in balance • City of Santa Fe, NM Load refreshed Infinity CIS v4 test database onto hosted secure storage (required for troubleshooting and billing formula conversion) • City of Santa Fe, NM Identify Baseline Accounts for testing • City of Santa Fe, NM Create test scripts and share with Advanced

Subtask 3.6 – Phase 6 – Core Team Training

Advanced will provide 4 weeks of Core Team Training to the City of Santa Fe, NM Core Team.

Core Team Training will be conducted onsite and remotely via WebEx for the core team following the initial Infinity CIS V4 conversion rollout. Users will be trained to ensure that they can access the system and navigate through Infinity CIS v4 for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• Standard Infinity CIS v4 Training Agendas • Completion of Instructor-Led remote or onsite Core Team Training

Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	City of Santa Fe, NM
✓ Infinity CIS v4 System QA'd and prepared for Training	Advanced

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Instructor-Led remote or onsite Core Team Training delivered	Advanced
✓ 90% Attendance rate from Core Team at all sessions	City of Santa Fe, NM

Subtask 3.7 – Phase 7 – Reports Development and Delivery

Any custom reports identified at Reports Discovery will be developed and delivered by Advanced once City of Santa Fe, NM has signed off on the specifications and acknowledged as in scope. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Subtask 3.7 – Deliverables

Subtask 3.8 Deliverables	• Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	City of Santa Fe, NM
✓ Reports Discovery Workshop complete	Advanced

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	Advanced

✓ Review and edits/Sign Off Custom Reports Specification Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM
✓ Custom Report(s) Delivery at start of ITC	Advanced

✓ Custom Reports(s) Testing and Signoff no later than the end of UAT	City of Santa Fe, NM

Subtask 3.8 – Phase 8 – Interface Delivery

Once an interface has been implemented, unit tested and QA'd internally by Advanced, City of Santa Fe, NM will be notified that the interface is ready to be released and available for testing or City of Santa Fe, NM will be notified that the interface is ready to be released and deployed in City of Santa Fe, NM's environment through an executable or build.

Subtask 3.8.1 – Deliverables

Subtask 3.8.1 Deliverables	• Interfaces are ready for City of Santa Fe, NM to test

Subtask 3.8.1 – Entry Criteria

Criteria	Responsible Party
✓ File Layout for each interface provided during Interfaces Discovery	City of Santa Fe, NM
✓ 3rd Party Vendor participation in Interface Discovery process (if applicable)	City of Santa Fe, NM

Subtask 3.8.1 – Exit Criteria

Criteria	Responsible Party
✓ Interfaces delivered	Advanced
✓ Testing of interfaces with 3rd party vendor participation (if applicable)	City of Santa Fe, NM

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing 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, NM with generic test scripts. Modification of test scripts to match City of Santa Fe, NM's specific business scenarios is the responsibility of City of Santa Fe, NM. From the test scripts City of Santa Fe, NM 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. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and City of Santa Fe, NM 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 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 of Santa Fe, NM. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and City of Santa Fe, NM staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the City of Santa Fe, NM Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

City of Santa Fe, NM will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.9.1 – 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 meter to cash process. In the review of these individual accounts, City of Santa Fe, NM 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.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Refresh and Validation Report • Rates Testing Matrix

Subtask 3.9.1 – Entry Criteria

Criteria	Responsible Party
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load	Advanced and City of Santa Fe, NM
✓ Customized Testing Documents designed and functional test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Executed Contract with Payment Processor	City of Santa Fe, NM

Subtask 3.9.1 – Exit Criteria

Criteria	Responsible Party
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date	Advanced
✓ Backup and Restore Site Failover Testing	Advanced
✓ Connectivity validated between CIS platform test instance and dependent systems	Advanced

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by City of Santa Fe, NM to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end to end processes and all City of Santa Fe, NM Owned Control Forms (service orders, actions, letter generation, security, admin).

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.10.2 Deliverables	• ITC Data Conversion Refresh and Validation Report • ITC Build Release for Modifications

Subtask 3.9.2 – Entry Criteria ITC

Criteria	Responsible Party
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Customized Testing Documents designed and ITC test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	City of Santa Fe, NM

✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM

✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from ITC Refresh start date	Advanced
✓ Interfaces complete	Advanced
✓ City of Santa Fe, NM Owned Control Forms 60% complete which must include Service Order Types	City of Santa Fe, NM
✓ City of Santa Fe, NM AUS Preferred Payment Processor set up complete and ready for integration testing with Infinity CIS v4 and Infinity CEP	Advanced

Subtask 3.9.2 – Exit Criteria ITC

Criteria	Responsible Party
✓ Technical and training daily support for initial week of ITC Testing	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces	Advanced
✓ Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% (or agreed upon threshold) of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ City of Santa Fe, NM Owned Control Forms 90% (or agreed upon threshold) complete	City of Santa Fe, NM
✓ AUS Preferred Payment Processor configuration complete and ready for UAT	Advanced

Subtask 3.9.3 - 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, NM to select the integration test scripts that will be used during UAT.

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase provide evidence that Infinity CIS v4 capabilities have been properly integrated and tested in City of Santa Fe, NM's test environment. Advanced will work with City of Santa Fe, NM to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.10.3 Deliverables	• UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria

Subtask 3.9.3 – Entry Criteria

Criteria	Responsible Party
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Retested interfaces and modifications with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing completed and signed off	City of Santa Fe, NM
✓ System Code Freeze	Advanced
✓ Final review of City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM

Subtask 3.9.3 – Exit Criteria

Criteria	Responsible Party
✓ Successful testing of all end to end processes	City of Santa Fe, NM
✓ Successful resolution of all critical path conversion and configuration type tickets	Advanced
✓ Successful completion of all City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM
✓ Regression and stress test executed successfully	City of Santa Fe, NM
✓ Successful testing of Payment Processor	City of Santa Fe, NM

Subtask 3.10 – Phase 10 – End User Training

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase
Advanced will provide 3 weeks of Infinity CIS v4 End User training to City of Santa Fe, NM to secure a working knowledge of Infinity CIS v4. As part of the Training Plan, Advanced will work with City of Santa

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe, NM staff attendance needs.

End User Training will be conducted by a combination of instructor led sessions in accordance with the Training Matrix and with City of Santa Fe, NM availability to answer participant questions pertaining to City of Santa Fe, NM business practices.

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, NM 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 Instructor Led End User Training • Training Session Attendance Report • Training Session Signoff form

Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ End User Training Plan Matrix delivered	Advanced
✓ End User Training Plan Matrix completed	City of Santa Fe, NM
✓ End User Training Schedule created	Advanced and City of Santa Fe, NM

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ All End User Training sessions required for Go Live complete	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	City of Santa Fe, NM

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

City of Santa Fe, NM will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - Transition to 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 of Santa Fe, NM shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and City of Santa Fe, NM to

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify transition the CIS Solution to City of Santa Fe, NM production (live) environment. The Cut-Over 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-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release from Advanced that documents that the system has been handed to City of Santa Fe, NM in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria • Cut-Over Plan • Formal City of Santa Fe, NM Authorization to Transition to Live

Subtask 3.11 – Entry Criteria

Criteria	Responsible Party
✓ System is in a readiness state for all critical path items	Advanced and City of Santa Fe, NM
✓ City of Santa Fe, NM has invoked Change Management plan (employees, customers, vendors)	City of Santa Fe, NM
✓ End Users trained	Advanced or City of Santa Fe, NM

Subtask 3.11 – Exit Criteria

Criteria	Responsible Party
✓ Cut-Over Plan finalized	Advanced and City of Santa Fe, NM
✓ Organizational Readiness Plan finalized	Advanced and City of Santa Fe, NM
✓ Go/No Go Meeting	Advanced and City of Santa Fe, NM
✓ Authorization to Go Live	City of Santa Fe, NM
✓ Post Cut-Over List of Tasks	Advanced and City of Santa Fe, NM

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe, NM staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe, NM and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Final Cut-Over Plan Report • Final Release Data Conversion Refresh and Validation Report • AR Balancing Report • Year and month active confirmation • AR Summary Details Report • Transaction Code Report • Rates Report

Subtask 3.12 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	Advanced and City of Santa Fe, NM
✓ End Users trained	Advanced and City of Santa Fe, NM
✓ 3rd Party Vendors communicated and on board	City of Santa Fe, NM
✓ Execution of Organizational Readiness Plan	Advanced and City of Santa Fe, NM
✓ Connectivity validated between CIS platform production instance and dependent systems	Advanced

Subtask 3.12 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Items identified	Advanced

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist City of Santa Fe, NM 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, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to City of Santa Fe, NM:

- Weekly PM and technical staff meetings to review all high-priority items.

- Remote communications and video conference 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 of Santa Fe, NM will transition to the Advanced's Customer Success Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Monthly Post Live Support Log • Transition to Support

Subtask 3.13 – Entry Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Punch List Items Identified	Advanced

Subtask 3.13 – Exit Criteria

Criteria	Responsible Party
✓ Post Live Punch List Items resolved	City of Santa Fe, NM and Advanced
✓ Project Completion documented	Advanced
✓ Transition to Customer Success Group	Advanced

Schedule 1 – Fee Structure and Payment Milestones

Fee Structure

*Pricing does not include applicable taxes

Infinity CIS v4 Implementation Professional Services Fees	
Item	**Price**
Implementation to CIS Infinity V4: • Project Management (22 Months – 1.5 Dedicated FTE) • Data Conversion (Full Conversion including data extraction and manipulation) from 1 Legacy System • Configuration • Advanced Standard Reports • Custom Reports • Interfaces • Training • Post Live Support • Customer Testing Assistance	$2,175,260.00
Total	**$2,175,260.00**

IV & V Implementation Professional Services Fees		
Line Item (Custom Plan Documentation Scope to be Finalized)	Responsible Party	Price
Custom Training Documentation	Advanced	$197,600.00
Custom Data Design Document	Advanced	$ 57,000.00
Performance Testing Plan	Advanced	$ 38,000.00
Requirements Traceability Matrix	Advanced & CoSF	$228,000.00
Technical Architecture Diagram Review	Advanced	$38,000.00
Additional Environment Deployment (3 Total Environments)	Advanced	$15,200.00
Security Plan Review	CoSF to Create / Advanced to Review	$19,000.00
Implement Transparent Application Performance Monitoring	CoSF to Create / Advanced to Review	$19,000.00
Create Testing Strategy	Advanced	$38,000.00
Call Center Training	Advanced	$38,000.00
Disaster Recovery Plan Review	CoSF to Create / Advanced to Review	$19,000.00
Document Hardware and Software Specifications	Advanced	$19,000.00
Total		**$ 725,800.00***

Infinity v4 License Fees	
Line Item	Price
CIS Licenses (Additional 45 Users)	$ 292,500.00
Total	**$ 292,500.00**

Estimated Travel Expenses	
Line Item	Price
100 Onsite visits, each visit is $3,000/pp*	$ 300,000.00
Total	**$ 300,000.00**

* Travel expenses will be expensed to the City as and when incurred by Advanced team member Note:

Additional services required by City of Santa Fe, NM through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of $250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Payment Milestones

Professional Services

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
CT1	SOW Signing	$ 292,500.00
MP1	Project Management Month 1	$45,600.00
MP2	Project Management Month 2	$45,600.00
MP3	Project Management Month 3	$45,600.00
MP4	Project Management Month 4	$45,600.00
MP5	Project Management Month 5	$45,600.00
MP6	Project Management Month 6	$45,600.00
MP7	Project Management Month 7	$45,600.00
MP8	Project Management Month 8	$45,600.00
MP9	Project Management Month 9	$45,600.00
MP10	Project Management Month 10	$45,600.00
MP11	Project Management Month 11	$45,600.00
MP12	Project Management Month 12	$45,600.00
MP13	Project Management Month 13	$45,600.00
MP14	Project Management Month 14	$45,600.00
MP15	Project Management Month 15	$45,600.00
MP16	Project Management Month 16	$45,600.00
MP17	Project Management Month 17	$45,600.00
MP18	Project Management Month 18	$45,600.00
MP19	Project Management Month 19	$45,600.00
MP20	Project Management Month 20	$45,600.00
MP21	Project Management Month 21	$45,600.00
MP22	Project Management Month 22	$45,600.00
MP23	Delivery of Business Process Review Workshop	$40,000.00
MP24	Data Conversion Discovery Workshop 1	$97,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP25	Data Conversion Discovery Workshop 2	$97,000.00
MP26	Data Conversion Discovery Workshop 3	$57,000
MP27	Data Conversion Discovery Workshop 4	$57,000
MP28	Data Conversion Mapping Document 1	$97,000.00
MP29	Data Conversion Mapping Document 2	$97,000.00
MP30	Data Conversion Mapping Document 3	$57,000
MP31	Data Conversion Mapping Document 4	$57,000
MP32	Data Refresh #1 Load for Testing	$57,000
MP33	Data Refresh #2 Load for Testing	$57,000
MP28	Data Refresh #3 Load (ITC #1)	$10,000.00
MP29	On the Job Learning ITC 1 Testing	$15,000.00
MP30	Completion of Integration Testing Cycle 1	$70,000.00
MP31	Data Refresh #4 Load (ITC #2)	$10,000.00
MP32	On the Job Learning ITC2 Testing	$15,000.00
MP33	Completion of Integration Testing Cycle 2	$70,000.00
MP34	Data Refresh #5 Load (UAT)	$10,000.00
MP35	On the Job Learning User Acceptance Testing	$15,000.00
MP36	Completion of User Acceptance Testing	$50,000.00
MP37	Delivery of End User Training Week 2	$12,500.00
MP38	Delivery of End User Training Week 3	$12,500.00
MP39	Delivery of End User Training Week 4	$12,500.00
MP40	Data Conversion for Go Live	$10,000.00
MP41	Go Live	$39,560.00
MP42	Post Live Support Month 1	$25,000.00
MP43	Post Live Support Month 2	$25,000.00
MP44	Custom Training Documentation Scope Finalization	$50,000.00
MP45	Custom Training Documentation Initial Drafts Delivered	$50,000.00
MP46	Custom Training Documentation Final Drafts Delivered	$97,600.00
MP47	Custom Data Design Document Initial Draft Delivered	$27,000.00
MP48	Custom Data Design Document Final Draft Delivered	$30,000.00
MP49	Performance Testing Plan Initial Draft Delivered	$19,000.00
MP50	Performance Testing Plan Final Draft Delivered	$19,000.00
MP51	Requirements Traceability Matrix Initial Draft Delivery	$100,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP52	Requirements Traceability Matrix Final Draft Delivery	$128,000.00
MP53	Technical Architecture Diagram Initial Review	$19,000.00
MP54	Technical Architecture Diagram Final Review	$19,000.00
MP55	Additional Environment Deployment (3 Total Environments)	$15,200.00
MP56	Security Plan Initial Review	$9,000.00
MP57	Security Plan Final Review	$10,000.00
MP58	Transparent Application Performance Monitoring Plan Initial Review	$9,000.00
MP59	Transparent Application Performance Monitoring Plan Final Review	$10,000.00
MP60	Testing Strategy Initial Draft Delivered	$19,000.00
MP61	Testing Strategy Final Draft Delivered	$19,000.00
MP62	Call Center Training Delivered	$38,000.00
MP63	Disaster Recovery Plan Initial Draft Review	$9,000.00
MP64	Disaster Recovery Plan Initial Final Review	$10,000.00
MP65	Deliver Hardware and Software Specifications	$19,000.00
	Total Services	**$ 3,193,560.00**

License Fees:

- 100% due on SOW signature

Annual Fees:

Fee Type	Milestone	Invoice Amount
Infinity v4 Platform	100% due on Infinity CIS v4 installation to a non-production environment.	$124,375
Advanced API (Harris & Preferred Partner integrations)	100% due on installation to a non-production environment	$24,000

***** All ongoing annual costs for on premise solutions subject to a 5% annual escalation or CPI, whichever is greater.

Termination

Unless Advanced and/or City of Santa Fe, NM exercises its right to terminate this SOW due to material breach or default, Advanced must provide, and City of Santa Fe, NM must purchase, services from Advanced for the items defined within this SOW.

If City of Santa Fe, NM and/or Advanced exercises its right to terminate this SOW due to material breach or default, or Customer and/or Advanced terminates this SOW without cause,

City of Santa Fe, NM's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced (if applicable).
3. Complete payment for services performed and expenses incurred prior to termination including:
    a. Any amounts previously invoiced but unpaid;
    b. Fees for services performed through the termination date which has not been invoiced; and
    c. Any approved travel and living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages. In any event, Advanced shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Advanced under this statement of work.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Per:

Name: Todd Richardson
Title: Chief Financial Officer
Date: September 6, 2024

City of Santa Fe, NM

Per:

Name:
Title:
Date:

Appendix 1 – Table of Responsibilities (Deliverables)

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and City of Santa Fe, NM. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Monthly Sponsor Meeting	Meeting attended by Advanced and City of Santa Fe, NM Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ City of Santa Fe, NM
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	City of Santa Fe, NM
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines City of Santa Fe, NM resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines City of Santa Fe, NM's testing approach.	Advanced
12	3	3.1	Infinity CIS v4 Server Provisioning	Provisioning of Infinity CIS v4 on Infinity Cloud Platform	Advanced
13	3	3.1	Access Training	Access to client instances in Infinity Cloud Platform training for technical personnel.	Advanced
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
16	3	3.1	Project Team Contact List	Project listing of all Advanced and City of Santa Fe, NM project team members' contact information.	Advanced
17	3	3.1	System Overview	Infinity CIS v4 system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide City of Santa Fe, NM with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. City of Santa Fe, NM users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced

19	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
20	3	3.2	Data Requirements for Functional Workshops	City of Santa Fe, NM to provide business process documentation as identified in Subtask 3.2.	City of Santa Fe, NM
21	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning City of Santa Fe, NM business processes and educating City of Santa Fe, NM about the features and limitations of the software. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
22	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
24	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
25	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.1 and 2.2. Rollout document for interfaces identified in Subtask 2.2.	Advanced
26	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of City of Santa Fe, NM. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
27	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by City of Santa Fe, NM and designates those reports that are standard within Infinity CIS v4 and those that require modification.	Advanced
28	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on City of Santa Fe, NM's system.	Advanced
29	3	3.5.1	Baseline Accounts	City of Santa Fe, NM, with Advanced's assistance will identify baseline accounts to be used for testing.	City of Santa Fe, NM
30	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
31	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
32	3	3.5.2	Initial CIS Conversion, Data validation Testing	Advanced will convert City of Santa Fe, NM's legacy data load into City of Santa Fe, NM's CIS Infinity Environment. Advanced will supply a mapping document to Infinity CIS v4 are in balance and will release the system for testing by City of Santa Fe, NM	Advanced
33	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
34	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
35	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced
36	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
37	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced

38	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
39	3	3.9.1, 3.9.2, 3.9.3.	System Testing	City of Santa Fe, NM to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	City of Santa Fe, NM
40	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. City of Santa Fe, NM is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of City of Santa Fe, NM.	Advanced
41	3	3.9.2	Build Releases (ITC)	Installation of new builds on City of Santa Fe, NM's system which include City of Santa Fe, NM's modified software and interfaces.	Advanced
42	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
43	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
44	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
45	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
46	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
47	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and City of Santa Fe, NM during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
48	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
49	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by City of Santa Fe, NM.	Advanced
50	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
51	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Attachment "B"

Definitions

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

Business Hours means 8:00 a.m. to 5:00 p.m. Mountain Time.

City means the City of Santa Fe, New Mexico.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine- readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Data Storage Fees means the fees associated with the storage of Data by Contractor on behalf of the Customer as set out in an Exhibit to this Agreement.

Data Storage Limit means the amount of Data storage purchased by City as specified in an Exhibit to this Agreement.

Data Export Fees means the fees associated with the export or download of Data from Contractor by City as set out in an Exhibit to this Agreement.

Days means calendar days.

Documentation means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in reasonable accordance with the relevant Documentation.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Fees means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in any Exhibit to this Agreement. All Fees paid are nonrefundable, except as expressly set forth herein.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP License, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Personal Information means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Products and Services Schedule refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule without the express written consent of both parties.

Professional Service(s) means those implementation, training, consulting, data conversion and professional service(s) provided by the Contractor Professional Services team as further described in this Agreement and Schedules.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of City (or that City authorizes Contractor to obtain from the Services Professional Services Data includes Support Data.

Professional Services Fees means the Professional Service(s) fees set out in a Statement of Work to be paid by City for the Professional Services.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Services or **Software Services** each means the web-based service(s) to be provided by or on behalf of Contractor under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Contractor's service providers and the delivery of exclusive access via the Internet to City to use the Software granted to City pursuant to this Agreement.

Shall, Will, or **Must** means a mandatory requirement.

Software Programs or **Software** means the Base Programs and Custom Programs. This definition does not include Third Party Components

Third Party Components or **Third Party Software** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Contractor or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services or the Software as well as any Third Party Components that is required to be obtained by City directly from the applicable third party vendor in accordance with this Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Contractor in accordance with the terms of this Agreement).

Update means any published changes, additions or corrections to the Software that primarily include a legislative change. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

Upgrade is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

User means any employee of City or any of City's agents who are authorized by City in writing to access and use the solution.

Attachment "C"

Terms for Provision of Services

1. **Services Under Schedules.** Contractor will perform and deliver Services described in this Agreement and any Schedules or Statements of Work hereto, in reasonable accordance with the milestones, delivery dates, specifications and requirements as set forth herein.
   a. Contractor shall provide all facilities, equipment, and software required to make the Software Services available. Contractor shall have the right to manage all resources used in providing the Software Services, as Contractor deems appropriate.
   b. Contractor reserves the right to have mutually agreed upon additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. Contractor shall inform City of such criteria but Contractor shall be free to implement such criteria at any time without prior written warning to the City and/or to Users. Where Users do not accept such and/or agree to such criteria, Contractor reserves its rights to not grant to such Users access to the Software Services. Contractor reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.
   c. Contractor shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software. City, not Contractor, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Software.
   d. City agrees to comply with all Contractor security policies and procedures as provided to it and amended from time to time. City and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for City's internal use only and City may not sell, transfer or sublicense them to any other entity or person except that City may disclose its private key to its agents performing work on its behalf. City agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using City's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. City agrees to notify Contractor in writing if it believes that a password has been stolen or might otherwise be misused. City agrees to notify Contractor immediately of any unauthorized use of any password or user ID or any other breach of security suspected by City.

e. City is responsible for: (i) the actions of Users using the Software Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Contractor from time to time for Users; and (iii) informing Contractor of any information about Users' actions that may affect either the Software Services or third party data contained in or used by the Software Services, or Contractor's ability to provide the Software Services as contemplated by this Agreement.

2. **General License.** Subject to the terms and conditions of this Agreement, including without limitation, payment by City of all Fees, Contractor hereby grants to City a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for City's internal business purposes; and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services. As between Contractor and City, Contractor 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.

3. **Reports.** As agreed between the parties and specified in Attachment A and Attachment C, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in Exhibit A and Attachment C, and any other information reasonably requested by City.

4. **Terms Specific to Professional Services.** Contractor agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Professional Services") for the City in accordance with the relevant Statement of Work:
   a. Oversee and implement the conversion from the City's existing software applications to Contractor's Software.
   b. Install the Software for City's use and perform necessary setup and configuration operations.
   c. The Statement of Work describes in greater detail the Professional Services, the method by which the Professional Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Professional Services or the obligations of a party, then those details shall prevail over any other document that is less explicit.
   d. Contractor shall determine in its sole discretion the manner and means by which the Professional Services and Services shall be performed. Contractor will consult with the City on its methodology, manner and means. While Contractor **will** consider the City's input regarding staffing and other decisions, as an independent contractor, Contractor **will** have sole control of its staffing and other key decisions related to its performance hereunder.
   e. Conduct on City's Premises -- The Professional Services shall be performed with the City's full cooperation as agreed, whether on the premises of the City or at an alternative location. When working on the City's premises, Contractor personnel shall observe the City's administrative and ethics codes relating to the security,

access or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.

f. Inquiries by City -- Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from the City.

g. Independence -- As an independent consultant, City retains Contractor and its employees and agents on an independent contractor basis and not as an employee.

h. Coordination of Services -- Contractor agrees to coordinate with City staff in the performance of Professional Services and Services and to be available for consultation at all reasonable times.

i. Contractor **will** provide training as follows:

- In any training class exceeding ten (10) people, City may be assessed an additional charge for additional instructor(s).
- City shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.
- On-line reference Documentation is delivered with each release. City may print or copy this Documentation solely for its internal use.
- Cancellation of any on-site Professional Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services.

  City will be billed for any non-recoverable direct costs incurred by Contractor that result from a cancellation by City with fourteen (14) days or less of scheduled on-site Professional Services. Additionally, City hereby acknowledges that cancellation of on- site Professional Services means that such on-site Professional Services will be rescheduled as Contractor's then current schedule permits. Contractor is not responsible for any delay in City's project resulting from City's cancellation of Professional Services. If upon Contractor arrival, the City has not completed required tasks for such visit, then the City will be billed 100% of the on-site fee and scheduled on-site Professional Services may be cancelled at Contractor's discretion. If additional Professional Services are required because the City was not adequately prepared, Contractor will provide a to the City for said Professional Services.

5. Activation and Installation. Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of

the Services are and shall be the responsibility of Contractor.

6. **City Data.** Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City it is specifically understood that any additional charges shall be mutually agreed upon in the statement of work. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data. Subject to the terms and conditions of the Agreement, City grants to Contractor, its service providers (as applicable) and licensors a world-wide, non- exclusive, royalty-free license to access, use and otherwise process City Data for the purpose of performing the Services hereunder. Except as specified in this Agreement, Contractor may not access the City Data for any other purpose without the express written consent of City.
7. **Affiliates.** City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates.
8. **Intellectual Property; Further Assurances.** Contractor represents and warrants that it is the owner of or has the legal right to provide the access and use rights and documentary license granted under this Agreement. Intellectual Property Rights licensed to City do not, as of the Effective Date, infringe Intellectual Property Rights owned or held by others. Promptly upon written request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the rights granted under this Agreement. The rights granted under this Agreement shall not be impaired or diminished by the occurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.
9. **Restrictions on Use**
    a. City shall not, and will not engage, direct or authorize any third party to:
    (i) use the Software or the Services for any purpose other than in connection with City's primary business or operations;
    (ii) disassemble, decompile, reverse engineer, defeat license encryption

mechanisms, or translate any part of the Software or Services, or otherwise attempt to reconstruct or discover the source code of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation;

(iii) modify or create derivative works of the Software;

(iv) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Contractor; or

(v) take any actions that would cause the Software or Services to become subject to any open source or quasi-open source license agreement.

b. Software and related materials supplied by Contractor are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by City. Any rights not expressly granted herein are reserved. City may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Contractor.

c. City may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, City may duplicate Documentation, at no additional charge, for City's internal use so long as all required proprietary markings are retained on all duplicated copies.

d. City shall not copy, frame or mirror any part or content of the Software Services, other than copying or framing on City's own intranets or otherwise for City's own internal business purposes. City shall not access the Software Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly or through negligence allow access to any competitor of Contractor.

e. City shall not knowingly or through gross negligence transmit, upload, post, display, distribute, store or otherwise publish, through use of the Software Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts); (iii) infringes, misappropriates or

otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Contractor or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and City shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

f. City shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Software Services that allow City to use it in certain ways, or disrupt or violate the security or integrity of any device, computer, communication system, software application, network, account, data, the Software Services or networks connected to the system used to provide the Software Services or use the Software Services in any way that would provide harm to it or impair anyone else's use of it, and City may not download or otherwise remove copies of software or source code from the Software Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:
    i. Monitoring or Crawling. Unauthorized monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
    ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
    iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
    iv. Operation of Certain Network Software Services. Operating network Software Services like open proxies, open mail relays, or open recursive domain name servers
    v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.

g. City shall not use the Software Services in any situation where failure of the Services

could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.

h. City will not access the Software Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.
i. Storage and retention of Data shall be for the time periods set forth in Schedule A of the Agreement (or as otherwise mutually agreed).
j. The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by City.
k. The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by City.
l. Contractor may immediately suspend, restrict or limit City's access to all or any portion of the Software Services if Contractor reasonably determines:
    i. That City's or any of its Users' has engaged in or is likely to engage in any prohibited conduct described herein and such conduct:
        a. poses a security risk to the Software Service or any third party,
        b. poses any risk of any kind or nature to Contractor's or its service provider's business or other customers;
        c. could adversely impact Contractor's or its service provider's systems, network, the Software Services or the systems or data of any other customer,
        d. could subject Contractor, its service provider or their respective affiliates or any third party to liability, or
        e. could be fraudulent;
    ii. City is in breach of its payment obligations for the Annual Subscription Fees.

Contractor **will** use reasonable efforts to notify City of the suspension, restriction or limitation to city's access to the Software Services unless Contractor reasonably believes that an immediate suspension is required and **will** restore City's access to the Service after Contractor has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Contractor reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of City in connection with its use of the Software Services that Contractor determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Contractor or its service provider's network, business or other customers. In the event that Contractor suspends City's right to access or use all or any portion of the Software Services, City remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (if applicable under Exhibit "C" to this Agreement or otherwise) for any period of suspension.

10. **Third Party Components**. City acknowledges that in order to provide the Services, Contractor may be required to purchase access to Third Party Components. City agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Exhibit "D" to this Agreement. City further acknowledges that the availability of such Third Party Components is based solely on the best information available to Contractor and its service providers as of the date hereof including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Contractor to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Contractor's control, then (a) Contractor shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Contractor may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components. If any of the terms and conditions of Contractor's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Contractor may modify the terms and conditions of this Agreement effective immediately upon written notice to City. Notwithstanding the foregoing, in event that Contractor is unable to provide the Services as a result of the unavailability of Third Party Components OR City is either unwilling or unable to agree to modifications or changes made to the terms and conditions of this Agreement or the additional terms and conditions of Third Party Components pursuant to this provision, City shall have the right to terminate this Agreement immediately upon written notice to Contractor without liability to Contractor, except that City shall remain obligated to pay for fees incurred as of date of termination less any credits owed by Contractor.

City of Santa Fe, New Mexico

SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form must be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).
Complete this form in its entirety!

Date: 07/25/2024 **Prepared By:** Carla Monroe

Email: cdmonroe@santafenm.gov **Phone #:** 505-504-8240

Description of Goods/Service to be Procured (short title):
Advanced Utility Billing System

Vendor Name: Advanced Utility Systems

Address: 8133 Warden Avenue Suite 700

City: Markham **State:** ON **Zip Code:** L6G 1B3

Justification (choose from the drop down): Sole Vendor

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

***Estimated Cost:** 3,493,560.00 **Term of Contract:** **2 Year agreement plus annual support**

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

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

Conversion: Choose an item. **Org / Object:** 5110351.510310

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

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

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

☒ There is only one source for the required service, construction, or item of tangible personal property.

☒ The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.

☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

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

The current Utility Billing System (UCIS) is over 20 years old and is no longer in compliance with the current city Standards. UCIS no longer has Vendor support and does not enable a consistent billing process.

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

The need to have a versatile utility system that can seamlessly connect to external programs & allows COSF End Users to use one system to complete dynamic tasks.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

The vendor has unique experiences with Utility Billing system upgrades. Advanced is the only company authorized to install & maintain CIS Infinity. Additionally, the Vendor has completed over 55% of the system implementation. Derailing from Advance's progression would result in an increase in cost and a prolonged project timeline.

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

Advanced is the only company legally authorized to implement and maintain the CIS Infinity System. Releasing **Advanced** and locating a similar system would lead to a massive increase in cost for this current Utility Billing System Project.

5. See attached document from vendor.

App

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

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

Date: Aug 7, 2024

Department Approval by:

John Dupuis (Aug 5, 2024 16:20 MDT)

John Dupuis, Department Director

Date: Aug 5, 2024

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

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

Date: Sep 12, 2024

ADVANCED
UTILITY SYSTEMS

July 23, 2024

Sent via email.

Mr. John Dupuis

Public Utilities Director

City of Santa Fe

801 West San Mateo

Santa Fe, New Mexico 87505

Dear Mr. Dupuis

Advanced Utility Solutions is an unincorporated division of N. Harris Computer Corporation ("Advanced") offers complex and carefully configured software systems that are tailored to meet a customer's needs, and the City of Santa Fe has been a customer of Advanced for almost a decade. The CIS Infinity software currently deployed at Santa Fe is simply not fungible with any other software system. No person or entity other than Advanced has the rights or the technical capacity to deliver such a system. Indeed, Advanced is the only company authorized to install and maintain the CIS Infinity as configured for Santa Fe, and no other company can execute the current and pending Statements of Work for that solution.

Creating a complex integration for Santa Fe has taken time, money, and resources. CIS Infinity is provided by Advanced with the sole ability to deliver the product. CIS Infinity is a comprehensive system to handle various utility needs with a proprietary code base that allows for a multitude of complex scenarios to be accommodated within a single product. Advanced also offers an API that provides the ability to integrate with virtually any system as well as a team that is adept at providing a high level of service that caters specifically to the utilities market.

The current solution provides the ability to bring multiple departments within a single area for billing and will provide the ability to be better aligned and track the various components throughout the city and our solution is inclusive of the payment processing solution.

Sincerely,

Stanley Lawrence, Jr, Vice President of Professional Services
Advanced Utility Systems
slawrence@advancedutility.com

Item #: _____
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB #: _____

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

CIS Infinity V4 Utility Billing Services and Software

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **Advanced Utility Systems, A Business Unit of N. Harris Computer Corporation** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**
See Attachment "B" hereto, "Definitions"

2. **Scope of Work**

A. The Contractor shall perform the following work:

See Statement of Work appended hereto as Attachment "A".

B. Services shall be performed pursuant to the terms and conditions set forth in Attachment "C".

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed in Attachment A.

The total compensation under this Contract shall not exceed $3,493,560 excluding New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products

or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. The term of the Agreement shall be as set forth in the Master Agreement (an initial five (5) year term with possible 4 one-year extensions).

6. **Default and Force Majeure**

The City reserves the right to terminate this Contract in accordance with section 7 of this Contract due to the Contractor's default under this Contract; the City shall otherwise have – subject to any other terms of this Contract - all other remedies available at law for a default by the Contractor . The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

7. **Termination**

A. Termination for Cause. If either party should fail to comply with its obligations under this 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 within ninety (90) days or issue a written notice of its own disputing the alleged default within thirty (30) days, immediately following receipt of a Default Notice. If the breaching party fails to
   (i) issue a written notice disputing the alleged default within such thirty (30) day period; or
   (ii) to correct the default within such ninety (90) day period following receipt of the Default Notice, this will constitute an "Event of Default" and the other party may terminate this Agreement effective upon written notice to the other party to that effect.

B. Termination for non-payment. If City has failed to pay any of the Fees in accordance with this Agreement, then Contractor shall have the right to terminate the license rights granted herein and this Agreement effective immediately upon written notice to City.

C. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party:

(i) becomes insolvent;
(ii) 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
(iii) 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.

D. Procedure on Termination

a. All warranties terminate upon the termination of this Agreement.
b. In the event of termination or expiration of this Agreement:
   i. All rights to use the Software Services granted to City in this Agreement shall immediately terminate and Contractor will immediately cease to perform or provide the Software Services.
   ii. City will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Contractor (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
   iii. Conditional upon City's payment of all Fees that are due to Contractor and unless prohibited by law or the order of a governmental or regulatory body or it could subject Contractor and/or its third-party service provider or their affiliates to liability, Contractor will furnish the City with a copy of City's Data in a format to be mutually agreed upon between the parties in writing (typically a .csv file). The anticipated time to provide a copy of the Data are one to two days and will be billed at Contractor's then current daily rate. Upon receipt of notice from City confirming receipt of the Data, Contractor shall destroy all copies of the Data and delete all Data on the database and an Officer of Contractor shall certify the destruction and deletion to the City. Subject to any legal requirement that Contractor must retain a copy of the Data, Contractor shall not delete the Data for 90 days from the date of termination except:
   (i) where Contractor has provided the Data to City pursuant to this Subsection; or (ii) where it has received written instructions from City to delete the Data. Following 90 days from the date of termination if City has not communicated with Contractor regarding the Data, Contractor shall have the right to delete all Data at any time as either required by law or as determined by Contractor in its sole discretion. Notwithstanding the foregoing, Contractor shall be permitted to delete all Data without providing notification to City and Contractor shall not be required to adhere to the time frames detailed above where Contractor is required by law to delete such Data. Contractor and its service providers have no liability for the deletion of Data, and Personal Information as described in this section.
   iv. City shall return to Contractor or at Contractor's option purge or destroy all copies of any Confidential Information of Contractor or the third-party service provider in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide a duly authorized certificate of an officer of City confirming same within thirty (30) days.

E. Except as otherwise provided in this Agreement, 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.

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

C. For proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Contractor applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, timelines governing, and the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute.

9. **Status of Contractor**

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

10. **Assignment and Reorganization**.

Neither party will assign its rights or obligations under this Agreement without the prior written consent of the other party which shall not be unreasonably delayed or withheld, and any purported assignment without required consent shall be void; provided, that: (a) either Party may collaterally assign this Agreement in connection with any financing or an acquisition of all or substantially all of such Party's assets and business, and (b) City may assign this Agreement to one or more Affiliates or Resellers (but any payment obligations shall remain the primary obligation of the City). Subject to the foregoing limitations, this Agreement will be binding upon the parties and their respective legal successors and permitted assigns. Notwithstanding the foregoing, City acknowledges that the fees set out in this Agreement have been established on the basis of the structure of the City as of the Effective Date. To the extent that the City amalgamates, consolidates or undergoes any corporate reorganization or transition (a "Reorganization"), and the resulting entity(whether or not the City is the resulting or continuing entity) requires additional Licenses to add additional Concurrent Users or sites, Contractor shall be entitled to receive, and the City shall pay, additional fees based on the then prevailing fee schedules in effect. The provisions of this Section shall apply to any subsequent Reorganizations occurring following the first Reorganization. The provisions of this

Section shall not apply where the City undergoes a Reorganization involving only other organizations that already have a valid right to use the same software and the same services as the Software and Software Services being provided to City under this Agreement. Additional fees may apply to any third-party products and services that are subject to additional fees that are not included in the Fees, as indicated in a SOW or Schedule to this Agreement.

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Ownership of Intellectual Property**

Contractor, its service providers and licensors are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. City shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Services in accordance with the terms of this Agreement and Contractor, its service providers and its licensors reserve all rights not expressly granted to City. Any transfer of intellectual property shall be pursuant to a writing agreed upon between the parties.

14. **Warranty**

A. The Software and Sublicensed Software will substantially perform as described in the specifications set out in the Documentation and Sublicensed Documentation, respectively, for a period of ninety (90) days from the Completion of Services if the Software and Sublicensed Software are used in accordance with the Documentation and Sublicensed Documentation, respectively, the terms of this Agreement and where the City has the Required Programs and the hardware meets the requirements. The City's sole recourse in the event the Software or Sublicensed Software do not conform to the foregoing warranty is the repair and replacement of the Software or Sublicensed Software, as applicable.

B. In the event an error is discovered in the Software or Sublicensed Software outside the warranty period and the error can be reproduced by Contractor, provided City has ongoing Support and Maintenance with Contractor pursuant to this Agreement, Contractor will make reasonable commercial efforts to provide City with a correction or suitable workaround in accordance with the terms of this Agreement. Contractor reserves the right to correct any defects about which it is made aware and to produce in its sole discretion Releases at a time of Contractor's own choosing.

C. Contractor warrants that Professional Services performed pursuant to this Agreement will be performed in a professional and workmanlike manner by personnel who are exercise reasonable care and skill in performing their individual tasks.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, CONTRACTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD-PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION

SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM. CONTRACTOR DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments. Any such audit shall take place during normal business hours and no more than once in any twelve (12) month period.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

A. **Restrictions**. Each party, as recipient of the other party's Confidential Information, will receive, hold and protect in confidence the Confidential Information of the other party. The receiving party may disclose the Confidential Information of the disclosing party to its Representatives who have a need to know such Confidential Information solely in connection with this Agreement. The receiving party will cause such Representatives to comply with this Agreement and will assume full responsibility for any breach of this Agreement by any such Representatives. Except as reasonably necessary to affect the goals of this Agreement, a receiving party will not transfer or disclose any Confidential Information of the disclosing party to any third party without the disclosing party's prior written permission and without such third party having a contractual obligation consistent with this Section ("Non-Disclosure") to keep such Confidential Information confidential. The receiving party will not use any Confidential Information of the disclosing party for any purpose other than in connection with this Agreement. Notwithstanding any confidentiality

restrictions set forth herein, a party may disclose the other's Confidential Information to third parties in connection with such third party's provision of software or services to City. Such disclosures will be made under an obligation of confidentiality limiting the use of such Confidential Information by such third parties to the provision of services to City.

B. **Exclusions**. Confidential Information will not include information that: (i) is in the public domain at the time of disclosure; (ii) was in the possession of or demonstrably known by the receiving party prior to its receipt from the disclosing party without restriction on its use or disclosure; (iii) is independently developed by the receiving party without use of or reference to or reliance on the disclosing party's Confidential Information; is personal information; or (v) becomes known by the receiving party from a source other than the disclosing party without breach of this Agreement and is not subject to an obligation of confidentiality. Notwithstanding anything to the contrary, City may disclose Contractor's Confidential Information as required to satisfy any request by any governmental or regulatory body.

C. **Legal Requirements**. If the receiving party is requested or required to disclose any of the disclosing party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the receiving party will, to the extent not precluded by law, provide prompt notice of such Legal Requirement to the disclosing party so the disclosing party may at its expense seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the disclosing party is not successful in obtaining a protective order or other appropriate remedy and the receiving party is, in the reasonable opinion of its counsel, legally compelled to disclose such Confidential Information, or if the disclosing party waives compliance with the provisions of this Agreement in writing, the receiving party may disclose, without liability hereunder, such Confidential Information in accordance with, but solely to the extent necessary, in the reasonable opinion of its counsel, to comply with the Legal Requirement.

D. **Disposition of Confidential Information on Termination or Expiration**. Upon termination or expiration of the Services Agreement and this Agreement or upon the disclosing party's written request and where practicable, the receiving party will return to the disclosing party all copies of Confidential Information already in the receiving party's possession or within its control. Following its return, and upon notice from the disclosing party, and unless otherwise required by law, the receiving party must destroy such Confidential Information using means to protect against unauthorized access to or use of the information, including, where appropriate, burning, shredding, or pulverizing such information, or by taking such other means as to assure that such information will not be recoverable following its disposal. In such case an officer of the receiving party will certify in writing to the disclosing party that all such Confidential Information has been so destroyed. Notwithstanding the foregoing, the receiving party may retain copies of such Confidential Information as required by applicable law, and, to the extent such copies are electronically stored in accordance with the receiving party's retention or back-up policies or procedures (including, without limitation, those regarding electronic communication), so long as such Confidential Information is kept confidential as required under this Agreement.

E. **Privacy**. For all City Information collected, stored or processed by Contractor, Contractor shall: (a) maintain commercially reasonable safeguards against destruction, loss, alteration of or unauthorized access to such City Information; and (b) not, without City's prior approval, modify or discontinue any such safeguards without comparable or better replacement safeguards. Contractor acknowledges the sensitivity and confidentiality of personally identified information which may be contained in the City Information and the applicability of the Gramm-Leach-Bliley Act and/or other applicable privacy laws, regulations and guidelines ("Privacy Laws"). Contractor agrees to comply with all applicable legal and contractual requirements relating to the privacy and confidentiality of personally identified information applicable to Contractor in the performance of its obligations under this Agreement.

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and,

during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **Sole Source #** _____ and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or

be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the grossly negligent or willful acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

(i) TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR DAMAGES ARISING OUT OF CONTRACTOR'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE 37 OR THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR, BOTH PARTIES AGREE THAT CONTRACTOR'S AND ITS SERVICE PROVIDERS' ENTIRE LIABILITY (UNDER CONTRACT OR IN TORT INCLUDING FUNDAMENTAL BREACH, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO OR ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE ALL FEES PAID TO CONTRACTOR BY THE CITY UNDER THIS AGREEMENT.

(ii) IN ADDITION TO THE FOREGOING, CONTRACTOR AND ITS SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, LOSS OF BUSINESS, LOST OR DAMAGED DATA, FAILURE TO REALIZE EXPECTED SAVINGS, OR COST OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CITY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH LOSS OR 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, WHETHER IN CONTRACT OR IN TORT, INCLUDING, BUT NOT LIMITED TO, FUNDAMENTAL BREACH, RESCISSION OF CONTRACT, OR NEGLIGENCE.

(iv) CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY USE BY CITY OR ANY USER OF CITY'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CONTRACTOR DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SERVICE PROVIDERS NOT ATTRIBUTABLE TO CONTRACTOR.

29. **Incorporation by Reference and Precedence**

The following exhibits are made a part of this Agreement and are incorporated by reference:

Attachment A - SOW

Attachment B - Definitions

Attachment C - Services

In the event of a conflict in the terms and conditions or a legal ambiguity arises among this Agreement and the attached exhibits, the documents in the following order prevail and control: (1) this Agreement; (2) Attachment B- Definitions; (3) Attachment A—SOW (including pricing); (4) Attachment C, Services; and (.

30. **Workers' Compensation**

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

31. Service and Support

A. Service Levels. Contractor shall use commercially reasonable efforts to make the Software Services available to Users twenty-four (24) hours per day, seven (7) days per week; subject to the terms further defined in Schedule "C" and as outlined in any relevant SOW or other Exhibit hereto. Any Contractor liability to City, in the unlikely event that said Software Services becomes unavailable in violation of Schedule "C", is set forth in said Schedule. Any request for credit must be made of Contractor within 15 days of the Service interruption or is waived. The Contractor reserves the right to suspend the Software Services for maintenance, updates, and other internal requirements. The Contractor shall use commercially reasonable efforts to keep such suspensions to less than six hours every thirty days unless it is an emergency or critical maintenance issue.

B. Support Services. Contractor shall provide software support via telephone and electronic transmission, with site visits only when necessary. The support services will be provided during the hours of operation as described in Exhibit "C" or any relevant SOW, effective on the date support services fees are due, as detailed in the SOW. Such services may be modified at Contractor' reasonable discretion. Contractor shall supply all Upgrades to City at no additional charge other than the payment of ongoing annual Fee. Upgrades may require additional services to be performed by Contractor outside of the scope of those services provided by Contractor,

including additional training not covered by this Agreement and professional services for the installation and implementation of the Upgrade that will be subject to the Contractor's then-prevailing policies, terms and Billable Fees related to pricing and hourly rates. All such services shall be performed subject to a newly negotiated Statement of Work that will be subject to the terms of this Agreement.

32. **Acceptance**

Acceptance is as set forth in applicable SOWs.

33. **Insurance**

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

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

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. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and shall endeavor to provide 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.

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any 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 Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and 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. 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.

C. The foregoing states Contractor's entire liability, and the City's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trademark, trade secret or other intellectual property and property interest rights relating to the Software, or any part thereof or use thereof.

D. City may, at City's sole cost and expense, retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances related to the proceeding.

E. The indemnity provisions of this Section 37 shall not apply to Third Party Software.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Cooperative Use Agreement**

In addition to the City and with approval of the Contractor, this Agreement may be extended for use by other municipalities, school districts and government agencies of the State. Any such usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City will not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered in person, courier, either US mail, First Class or certified, return receipt requested, postage prepaid or seven (7) business days after being mailed.

To the City:
City of Santa Fe
ATT: Nancy Jimenez, Utility Billing Director
801 West San Mateo Rd.
Santa Fe, NM
87501

To the Contractor:
Advanced Utility Systems Suite 100
ATT: Sean Sykes, SVP Buesiness Development
1 Antares Drive
Ottawa, ON Canada
K2E 8C4

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the City:
City of Santa Fe
ATT: Nancy Jimenez, Utility Billing Director
801 West San Mateo Rd.
Santa Fe, NM
87501

To the Contractor:
Advanced Utility Systems Suite 100
ATT: Sean Sykes, SVP Business Development
1 Antares Drive
Ottawa, ON Canada
K2E 8C4

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
CITY MAYOR - Alan Webber

DATE:_____

CONTRACTOR:

_____
CHIEF FINANCIAL OFFICER – Todd Richardson

DATE: August 5, 2024_____
NMBTIN#____03-2064497-00-7_____

City of Santa Fe Business License # _129788_____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

Attachment "A"

Statement of Work

ADVANCED UTILITY SYSTEMS

I. City of Santa Fe, NM

Scope of Work

II. For the Implementation of:

CIS v4 and Customer Engagement Portal

July 24, 2024

SOW Valid Until JuAuguts 31, 2024

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Introduction

The project is defined as the implementation of Infinity CIS by Advanced Utility Systems ("Advanced") for the City of Santa Fe, NM. The implementation is for Infinity CIS Version 4 ("v4") to be completed, Advanced's comprehensive customer information and utility billing software.

This document describes the Scope of Work ("SOW") to be delivered by Advanced and defines the principal activities and deliverables of both Advanced and the City of Santa Fe, NM, for this project.

The project, as outlined in this Scope of Work ("SOW"), encompasses all aspects of the City of Santa Fe, NM's Infinity CIS v4 implementation, including but not limited to project management, requirements gathering, data integrity and clean-up, data conversion, configuration including interfaces, and training.

City of Santa Fe, NM Points of Contact

Primary Point of Contact (POC):

Name	
Title	
Organization	
Address	
Phone	
Email	
Website	

Other Contact(s):

Name	
Title	
Organization	
Address	
Phone	
Email	
Website	

Project Scope

Advanced and City of Santa Fe, NM agree to cooperatively manage the cost, schedule, and scope of the project. The project scope is limited to the tasks and deliverables identified in this SOW and responses to the functional requirements attached to this document. Items not included in this SOW and its appendices are to be considered out of scope.

Advanced will provide the following services in regard to the Infinity CIS v4 to City of Santa Fe, NM:

1. Project Management
2. Discovery Workshops (Functional, Interface and Modifications, Reports and Bill Print)
3. Conversion of data from a single legacy system to Infinity CIS v4
    - Data extraction will be performed by a third party and provided in a defined format to Advanced.
    - Advanced recommends a 5-year cut-off for data to be converted to Infinity CIS v4. Advanced will continue the project with all years provided we receive the same format as all previous conversion passes.
4. Data refreshes (Initial, Functional, ITC, UAT, Go-Live)
5. Onsite Core Team Training
6. Onsite or optional Remote web-based End User Training
7. Implementation of interfaces as identified in Task 2
8. Technical Support
9. Infinity CIS v4 will be deployed on an on-premise environment.
10. REST API

Definitions

Name	Definition
Baseline Accounts	A cross-selection of account types and services that are used for testing purposes in the CIS Solution
BRD	Business Requirements Document created by Advanced that defines the requirements for software modification(s) and non-configurable interfaces required by the City of Santa Fe, NM.
CIS	Customer Information and Billing System.
Infinity CIS	The Advanced Customer Information and Billing System.
CIS Solution	All Advanced licensed software (Infinity CIS) and related implementation services.
City of Santa Fe, NM Owned Control Forms	Configuration areas of the system that are the responsibility of the City of Santa Fe, NM (including but not limited to service orders, actions, letters, security, and admin).
Configuration	Changes to the software that do not require source code or structural data model changes.
Core Team Training	Instructor-led training delivered remotely by Advanced to the identified Project Team members of the City of Santa Fe, NM on the generic CIS Solution
Defect - High	A code or configuration defect that makes a component of the CIS Solution unusable or inoperable. This error is a loss of the capability of the CIS Solution to perform an important business function. High defects include (i) loss of the capability of the CIS Solution to perform an important business function; (ii) a workaround does not exist, and testing this function cannot be performed until the problem has been corrected.
Defect - Medium	A code or configuration defect that significantly limits the CIS Solution's ability to conform to the documentation. This limitation stops the user from performing the normal use of the CIS Solution; however, a mutually agreed-upon workaround does exist. Testing can continue on a module of the CIS Solution with a workaround.
Defect - Low	A code or configuration defect that limits the capability of the CIS Solution but is cosmetic or minor in nature. There is a practical workaround or the defect does not impact City of Santa Fe, NM's operation of the CIS Solution in any significant respect.
End User Training	Instructor led (remotely) of the CIS Solution delivered by Advanced in coordination with the City of Santa Fe, NM Core Team to City of Santa Fe, NM employee base utilizing specific areas of the system.
Modification	A change to the code base or a structural data model change.
Legacy Data System	City of Santa Fe, NM's current customer information and billing system to be replaced by Infinity CIS v4.

Roles and Responsibilities

The roles and responsibilities are summarized below and further detailed by task and subtask in Appendix B – Table of Responsibilities (Deliverables).

Advanced Responsibilities:

1. Advanced will maintain project communications with City of Santa Fe, NM's Project Manager.

2. Advanced will manage the efforts of the Advanced staff and coordinate Advanced activities with the City of Santa Fe, NM's Project Manager.

3. Advanced will conduct regular (e.g. weekly or as required) telephone status report conversations with the City of Santa Fe, NM's Project Manager.

4. Advanced will participate in weekly reviews with City of Santa Fe, NM's project team. Participation can be waived by mutual agreement.

5. Advanced will provide timely responses to critical issues raised by City of Santa Fe, NM's Project Manager.

6. Advanced will prepare and submit a status report that includes: the accomplishments of the previous month, activities planned for the current month and an update to the Project Schedule in Smartsheet format, as well as an update to the action item list.

7. Advanced will prepare and submit project change proposals to City of Santa Fe, NM's Project Manager as necessary.

8. Advanced will resolve deviations from the Project Schedule.

9. Advanced will monitor the project to ensure that support resources are available as scheduled.

10. Advanced will coordinate and oversee the installation of all Advanced licensed software.

11. Advanced will install all Advanced licensed software in one (1) production and one (1) test instance on City of Santa Fe, NM's supplied hardware and will support the production environment throughout the implementation and both environments after implementation and go live. One (1) development environment will be provided at the City of Santa Fe, NM's request for use during the implementation only.

12. Advanced will coordinate and oversee the implementation efforts of all modifications and interfaces identified in this SOW (exclusive to the Infinity CIS v4 side of the interface).

13. Advanced will monitor and support all testing phases, i.e., functional, integrated, and User Acceptance Testing. Application consultants will be available to answer questions and resolve issues generated during testing.

City of Santa Fe, NM Responsibilities:

1. City of Santa Fe, NM will provide the information required to configure and convert data into the CIS Solution.

2. City of Santa Fe, NM will establish a Project Team that is representative of the operational areas that will be affected by this project.

3. City of Santa Fe, NM will designate a Project Manager who will manage the efforts of City of Santa Fe, NM Project Team and/or staff and coordinate activities with the Advanced's Project Manager.

4. City of Santa Fe, NM's Project Manager must ensure that City of Santa Fe, NM's personnel have the time, resources, and expertise to carry out their respective tasks and responsibilities.

5. City of Santa Fe, NM's Project Manager or designee will participate in the scheduled (e.g. weekly or as required) status meetings with the Advanced's Project Manager.

6. City of Santa Fe, NM will review current business practices, consider and/or adopt new business practices as needed.

7. City of Santa Fe, NM will provide timely responses to critical issues raised by the Advanced's Project Manager.

8. If this SOW requires on-site presence, City of Santa Fe, NM will make available meeting spaces as required for project meetings. Meeting spaces should be equipped with a whiteboard and markers, flip chart, projector (or similar presentation technology), conference phone, and internet connection.

9. If this SOW requires on-site presence, City of Santa Fe, NM 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. The training room will be equipped with a white board and markers, flip chart, projector (or similar presentation technology), conference phone and internet connections.

10. City of Santa Fe, NM will ensure mutually agreed upon Change Orders are approved and processed in accordance with the Change Order Procedure.

11. City of Santa Fe, NM Staff will attend scheduled training sessions.

12. City of Santa Fe, NM will perform testing as required, including functional testing, integration testing, and user acceptance testing, and will provide the documented test cases and results to Advanced utilizing the Advanced Testing Tool (Smartsheet).

13. City of Santa Fe, NM will perform manual cutover tasks identified in the data conversion and the cutover plan.

14. With support from Advanced, City of Santa Fe, NM will be responsible to create, configure and test all City of Santa Fe, NM Owned Control Forms (including but not limited to service orders, actions, letters, security, admin). Advanced will provide training City of Santa Fe, NM on the same.

Constraints and 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 16 months and 2 months of post-implementation support. Advanced has agreed to complete the implementation within 16 months. If circumstances occur that result in delays to the project, any extensions will be reviewed and managed via the Change Control Process.

3. City of Santa Fe, NM recognizes that this is a project and not normal daily operations. All team members may not be accustomed to the demands of a project and will have to readily adjust to the needs of meeting deadlines and multi-tasking for this project to be successful.

4. Staffing issues will be resolved between City of Santa Fe, NM 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.

5. City of Santa Fe, NM 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 of Santa Fe, NM 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 commercially reasonable efforts 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.

    iii) Impacts and/or changes to project resources by either party are the responsibility of that same party to replace and provide knowledge transfer that will mitigate the risk of the resource loss.

6. 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 within five (5) business days (or to a mutually agreed timeframe). Reasonable efforts will be made to meet the requirements.

7. City of Santa Fe, NM will empower City of Santa Fe, NM's project team members to make decisions related to configuration and business processes. For some key decisions City of Santa Fe, NM team may be required to elevate the decision process to the executive team. City of Santa Fe, NM will work to minimize the escalation of decisions to keep the decision process as streamlined and timely as possible.

8. City of Santa Fe, NM and Advanced will ensure their respective Project Team members are available for meetings, workshops, discussions and conference calls upon request by either organization with reasonable notice. All Project Team members will respond to information requests by either organization within (5) Business Days unless otherwise agreed to, to minimize delays in the project.

9. Both parties agree to work a reasonable number of additional hours (when required) to help complete project deliverables and project timelines as agreed upon by both Project Managers.

10. All City of Santa Fe, NM 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.

11. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements.

12. Advanced's implementation team will recommend configurations and processes based on its industry experience and knowledge of the Advanced solution. City of Santa Fe, NM is willing to consider and implement, when mutually acceptable, Advanced' "Best Practices" to minimize the need for software modifications to the extent these practices meet the CIS Solution Requirements. This may not always be possible, but City of Santa Fe, NM will approach each opportunity from this perspective.

    In the event that City of Santa Fe, NM rejects any of Advanced's Best Practices recommendations, City of Santa Fe, NM will be required to sign an acknowledgement of such decision. This document will describe Advanced's concerns about City of Santa Fe, NM's requested functionality, and City of Santa Fe, NM's acceptance that a subsequent reversal or modification of such functionality shall be considered an increase in project scope at the agreed upon hourly rate. Furthermore, this document shall describe any impact to Advanced's ability to provide ongoing support, including any impacts to the annual software subscription fee.

13. When onsite Advanced agrees to work within City of Santa Fe, NM 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.

Task 1 – Project Management

Project management occurs throughout the project. Advanced will have primary responsibility for the successful completion of this project as defined in the 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, as required, to the project schedule. The Advanced Project Manager (PM) will provide oversight and guidance to Advanced staff to ensure successful completion of Advanced led/assigned activities and related project tasks. Similarly, the City of Santa Fe, NM PM will provide oversight and guidance to City of Santa Fe, NM staff to ensure successful completion of City of Santa Fe, NM led/assigned activities and related project tasks.

Subtask 1.1 – Project Planning

Advanced and City of Santa Fe, NM will partner together for successful project execution. Project Initiation will involve all members of the Advanced and City of Santa Fe, NM project team. Prior to the remote Project Kickoff meeting, Advanced and City of Santa Fe, NM will assemble their respective teams who will review this SOW in preparation of the Project Kickoff meeting. It is also highly recommended that the City of Santa Fe, NM review the Infinity CIS v4 implementation documentation prior to the Project Kickoff meeting.

The Project Schedule for City of Santa Fe, NM identifies the activities, deliverables and resources required for the successful implementation of Infinity CIS v4. The Advanced PM and the City of Santa Fe, NM PM will review the Project Schedule and internal project dates that may affect project milestones (for example, third party delivery dates). City of Santa Fe, NM is responsible for managing the timelines and deliverables of any third-party vendor, to ensure they meet the requirements of the approved Project Schedule. The Advanced PM and the City of Santa Fe, NM PM will finalize the project schedule within 2 weeks of the Project Kickoff meeting.

Any significant changes to the project timeline during the project are to be communicated and reviewed by the Project Sponsors of City of Santa Fe, NM and at Advanced. Significant changes affecting the overall scope of the project may necessitate the use of a Scope of Work Amendment process. (See Change Control).

a. *Change Control Process*

Advanced will coordinate a joint effort with City of Santa Fe, NM to document a Change Control process to manage project scope. The Change Control process will identify how changes are initiated and their impact on the project will be identified, documented and communicated to City of Santa Fe, NM. Appropriate sign-off channels will be developed for Change Order approval. There will be a minimum of
$10,000 per change request to account for initial research and scoping efforts.

Subtask 1.2 – Status Reports

Status reporting provides a mechanism for monitoring and controlling the project progress.
Advanced will use various methods to communicate regularly with City of Santa Fe, NM including status reports and status meetings. Additional project communications will be performed via E-mail and telephone on an as needed basis.

Advanced's Project Manager will attend status meetings with City of Santa Fe, NM Project Manager either in person or via telephone conference call to focus on project status/progress, issues which could impact the project schedule, technical or operational issues affecting the project and risk assessment. These meetings shall occur on a weekly basis.

Advanced will provide a weekly status report documenting work in progress compared to schedule, issues, actions, risks and budget. Advanced will also provide a monthly summary of project progress, including significant risks and issues resolved and significant risks and issues raised.

Subtask 1.2 – Deliverables

Subtask 1.2 Deliverables	• Weekly Status Meeting and Report • 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, NM and Advanced. The quarterly sponsor review meeting will assess 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 jointly by the City of Santa Fe, NM and the Advanced PM.

Subtask 1.3 – Deliverables

Subtask 1.3 Deliverables	• Quarterly Sponsor Review

Task 2 – Infinity CIS v4 Interfaces

This task covers the Infinity CIS v4 interfaces to existing City of Santa Fe, NM systems, and/or related products in the Infinity product suite. Development effort may be required by the vendor for the system to which Advanced is interfacing. These vendor costs, if any, are the responsibility of City of Santa Fe, NM and are not in scope.

Advanced will document the status of development, whether conducted by City of Santa Fe, NM or Advanced, in the weekly status reports.

Subtask 2.1 – Interfaces

The following group of interfaces is implemented within Infinity CIS v4.

These interfaces will require efforts from Advanced, and potentially City of Santa Fe, NM staff or a third- party vendor, to support the specific requirements. The specific system Modifications required to support a specific interface will be determined during the Interface Discovery workshop. The process for delivery will follow sections 3.1 and 3.8.

b. *Subtask 2.1.1 – Virtuoso Collection Agency (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export between CIS Infinity and City of Santa Fe, NM's Virtuoso Collection Agency Software to be finalized with changes from 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

c. *Subtask 2.1.2 – Beacon AMI Meter Reading (Two-way Flat File)*

Infinity CIS v4 will support a two-way flat file *.csv as previously delivered and approved.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

d. *Subtask 2.1.3 – Postal Pros Final Bill Notices Letters Export (One-way Flat File* Export)

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

e. *Subtask 2.1.4 – Postal Pros Lien Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

f. *Subtask 2.1.5 – Postal Pros LIC Letter Export (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved with address field to be updated by AUS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

g. *Subtask 2.1.6 – General Ledger (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting. A new scoping session will be needed for use of the Tyler API with MUNIS A/R module.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

h. *Subtask 2.1.7 – Accounts Payable (Tyler MUNIS) (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export as previously delivered and approved. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

i. *Subtask 2.1.8 – Embedded GIS (Embedded URL to City of Santa Fe's GIS Maps)*

Infinity CIS v4 will support an embedded URL to the City of Santa Fe's GIS maps. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

j. *Subtask 2.1.9 – GIS Service Address Validation (One-way Import from GIS to CIS* Address Lookup Table)

Infinity CIS v4 will support an import from GIS to the CIS address lookup table. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

k. *Subtask 2.1.10 – Water Meter Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

l. *Subtask 2.1.11 – Water Meter Remote Inventory (One-way Flat File Import)*

Infinity CIS v4 will support an import into CIS. Final review of BRD and approval needed per 10/2023 on- site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

m. *Subtask 2.1.12 – Wells Fargo Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

n. *Subtask 2.1.13 – Wells Fargo E-Lockbox (One-way Flat File Import)*

Infinity CIS v4 will support an import from Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

o. *Subtask 2.1.14 – Mars Payment Import (One-way Flat File Import)*

Infinity CIS v4 will support an import from MARS. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

p. *Subtask 2.1.15 – Wells Fargo ACH (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export to Wells Fargo. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

q. *Subtask 2.1.16 – Delinquent IVR Outbound File (One-way Flat File Export)*

Infinity CIS v4 will support a one-way flat file export for Delinquent IVR. Final review of BRD and approval needed per 10/2023 on-site meeting.

Note that any interfaces or file exchanges with outside systems not listed above will be considered out of scope.

In the event that any additional items not listed above are identified during the project implementation, the jointly developed Change Order process as defined in Subtask 1.1 will be followed.

Subtask 2.3 – Reports

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.

Any additional custom reports will need to be reviewed and actioned by City of Santa Fe, NM. Should City of Santa Fe, NM desire Advanced to convert any additional custom reports, they shall be addressed according to the Change Control process as defined in Subtask 1.1.

Subtask 2.4 - Exclusions

The following have 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. 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 will follow the jointly developed Change Order Process as defined in Subtask 1.1.

2. **Third-Party Payment Processor**

   Real-Time credit/debit card payment processing is provided via an interface to an Advanced partner payment processing vendor namely; Paymentus or Invoice Cloud. City of Santa Fe, NM must have a contract with the payment processor to which the solution will be integrated prior to the start date of Functional Testing as defined in the project schedule.

Task 3 - Implementation Approach

This task covers the implementation approach Advanced will take to implement the City of Santa Fe, NM's CIS Solution. Advanced will implement a phased approach as described herein.

Subtask 3.1 – Phase 1 – Project Initiation

The Advanced PM will work with the City of Santa Fe, NM Project Manager and staff to organize project information for the preparation of the Project Schedule (see Task1). The Advanced PM will organize and present all the information required to start the project and will, at a minimum, address the following areas:

- Project Schedule
- Software Provisioning on hardware supplied by City of Santa Fe, NM (on-premise)
- Training Course Syllabus for Core Team, Technical Team, and End User Training (part of the Training Plan)
- Issues Tracking Tool 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 the Issues Tracking Tool
- Overview of the operations of Infinity CIS v4 via online conference
- Functional Discovery agendas delivery and review

The Advanced PM will oversee the daily activities of the project and work in conjunction with the City of Santa Fe, NM'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	• Project Kickoff Meeting • Initial Project Schedule • Training Course Agenda • Issues Tracking Tool Overview • Project Team Contact List

Subtask 3.1 – Entry Criteria

Criteria	Responsible Party
✓ Contracts signed	Advanced and City of Santa Fe, NM
✓ Transition discussion from Sales to Professional Services	Advanced and City of Santa Fe, NM

✓ Project Team identified	Advanced and City of Santa Fe, NM

Subtask 3.1 – Exit Criteria

Criteria	Responsible Party
✓ Environments provisioned and signed off	Advanced and City of Santa Fe, NM
✓ 3.1 Deliverables completed	Advanced

Subtask 3.2 – Phase 2 – Functional Discovery Analysis

Advanced will review the detailed data and business requirements of City of Santa Fe, NM. This analysis will provide an association between City of Santa Fe, NM's business practices and the required Infinity CIS v4 configuration.

The Functional Discovery Analysis phase will be led by Advanced and broken out into functional workshops. The workshops review the functional areas of the system and are the basis for how Advanced will configure, and convert the required business functions, business logic and data in the system.

r. *Subtask 3.2.1 – Functional Discovery Analysis Workshops*

Advanced will conduct 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 and City of Santa Fe, NM will identify the necessary City of Santa Fe, NM 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 deliver a Functional Discovery Document that will address the items from the functional requirements and include, at a minimum, the following areas:

1. **Foundation**
   Review of the basic system set up areas and logical business rules including but not limited to account types, services and customer/account information.
2. **Billing**
   Review of the entire meter reading to billing process with a review of all processing and exceptions reporting.
3. **Rates**
   Review of the rate tariff and functional requirements for setting up rates, including but not limited to formulas, proration and multipliers .
4. **Cashiering**
   Review of all payment types, interfaces, automated clearing house, endorsements, receipts, miscellaneous and unapplied payments processing.
5. **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.

Subtask 3.2.1 – Deliverables

Subtask 3.2.1 Deliverables	• Functional Discovery Workshop • Functional Discovery Document

Subtask 3.2.1 – Entry Criteria

Criteria	Responsible Party
✓ Functional Discovery Agendas delivered	Advanced
✓ Chart of Accounts, Rates, Configurable Interfaces Files Layouts and sample files, All As Is Process Flows gathered	City of Santa Fe, NM

Subtask 3.2.1 – Exit Criteria

Criteria	Responsible Party
✓ City of Santa Fe, NM Core Team and/or SME's attendance at Functional Workshop	City of Santa Fe, NM
✓ Functional Discovery Workshops conducted	Advanced
✓ Functional Discovery Document delivered	Advanced
✓ Review and edits/Sign Off of Functional Discovery Document 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.3 – Phase 3 – Interface Discovery

Advanced will conduct an Interface Discovery Analysis Workshop. Advanced will provide a Discovery Agenda and working with City of Santa Fe, NM will identify necessary City of Santa Fe, NM staff needed to attend this workshop two weeks in advance. Advanced will review with City of Santa Fe, NM all interfaces identified in Task 2, to be developed in Infinity CIS v4.

Advanced will summarize the Interface Discovery discussions in an Interface Discovery Summary document that will be provided to City of Santa Fe, NM to review and update as required.

Below are the minimum topics that will be covered:

- Functional (business) requirements analysis
- Use Case analysis

Advanced will create a detailed Business Requirements Document (BRD) and a Use Case Document for each development interface and modification requiring development (items in subtasks 2.1) for review and acceptance by City of Santa Fe, NM. Configuration only type interfaces identified will not require a BRD.

Advanced will review the documentation with City of Santa Fe, NM remotely and update as required.

Subtask 3.3 – Deliverables

Subtask 3.3 Deliverables	• Interface Discovery Agenda • Interface Discovery Workshop • Interface Discovery Summary • Use Case Document(s)

Subtask 3.3 – Entry Criteria

Criteria	Responsible Party
✓ Interface Discovery Agenda delivered	Advanced
✓ 3rd Party Vendor participation secured (if applicable)	City of Santa Fe, NM
✓ Staff SME participation secured	City of Santa Fe, NM

Subtask 3.3 – Exit Criteria

Criteria	Responsible Party
✓ Interface Discovery Workshop complete	Advanced
✓ SME attendance and 3rd Party Vendor (if applicable) attendance at Interface Discovery Workshop	City of Santa Fe, NM
✓ Interface Discovery Summary Document delivered	Advanced
✓ Use Case Document(s) delivered	Advanced
✓ Review and edits/Sign Off of Interface Discovery Summary 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.4 – Phase 4 – Other Discoveries

s. *Subtask 3.4.1 – Reports Discovery*

Any custom report built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these reports.

Advanced will conduct a Reports Discovery Workshop for any custom reports requirements. This workshop will be led by Advanced.

Subtask 3.4.1 – Deliverables

Subtask 3.3 – Deliverables

Subtask 3.4.1 Deliverables	• Reports Discovery • Reports Analysis Spreadsheet

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Reports Analysis Spreadsheet delivered	Advanced
✓ Reports Analysis Spreadsheet populated with all City of Santa Fe, NM's reports one month prior to scheduled Reports Discovery Workshop	City of Santa Fe, NM
✓ Analysis of Reports Discovery Spreadsheet complete and available for Reports Discovery Workshop	Advanced

Subtask 3.4.1 – Exit Criteria

Criteria	Responsible Party
✓ Reports Discovery Workshop conducted	Advanced
✓ SME attendance at Reports Discovery Workshop	City of Santa Fe, NM
✓ Determination of custom reports delivered in CIS	Advanced

t. *Subtask 3.4.2 – Notices & Receipt Discovery*

Advanced will implement the Electronic Bill Print (EBP) as part of the Infinity CIS v4 implementation. Any custom notices built outside of the CIS system and/or custom built in the CIS system will be considered out of scope and will follow the Change Order process as identified in Subtask 1.1. City of Santa Fe, NM will need to provide the logic to complete these changes.

Advanced will conduct a Notice Discovery Workshop for any custom notice requirements. This workshop will be led by Advanced.

Subtask 3.4.2 – Deliverables

Subtask 3.4.2 Deliverables	• Discovery Workshop • Specifications

Subtask 3.4.2 – Entry Criteria

Criteria	Responsible Party
✓ Agenda for Notices & Receipt Discovery delivered	Advanced
✓ Bill print vendor capabilities/restrictions	City of Santa Fe, NM

Subtask 3.4.2 – Exit Criteria

Subtask 3.4.1 – Entry Criteria

Criteria	Responsible Party
✓ Notices & Receipt Discovery Workshop conducted	Advanced
✓ SME attendance at Discovery Workshop	City of Santa Fe, NM

✓ Specifications Document delivered	Advanced
✓ Review and edits/Sign Off of Use Case Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM

Subtask 3.5 – Phase 5 – Data Integrity Check/Clean Up & Initial Data Conversion/Configuration

u. *Subtask 3.5.1 - Infinity CIS v4 Initial Conversion, Data Validation and Testing*

Advanced will take on the added task of extraction and manipulation of the City of Santa Fe, NM's single legacy data system to be converted into Infinity CIS v4. This will include 5 passes and add an addition 6 months to the project timeline. Advanced will require direct access to pull data from the legacy system as well as access to key personnel to answer questions around any parsing, merging, and concatenation that may be required to support the data conversion process through workshops.

Once the client legacy data cleanup process is complete and Advanced is provided with the data in the pre-defined format, Advanced will convert City of Santa Fe, NM's legacy data and load into City of Santa Fe, NM's Infinity CIS v4 Environment.

Advanced will supply a data validation report confirming Legacy System and Infinity CIS v4 systems are in balance and will release the system for testing by City of Santa Fe, NM.

The length of time necessary for conversion is dependent on several key factors including the size of the current database and number of years of data being converted.

Advanced is responsible for converting/configuring

- All billing formulas required by City of Santa Fe, NM in Infinity CIS v4
- Current receipts
- Generic Information Bars
- Interfaces (Delivered at Integration Testing) City

of Santa Fe, NM is responsible for converting/configuring:

- User security
- Hyperlinks

Configuration of security is required for the Integration Testing phase.

Prior to the completion of the Initial Conversion City of Santa Fe, NM will select a group of Baseline Accounts. Baseline Accounts provide City of Santa Fe, NM's staff with a point of reference when completing testing. The Baseline Accounts represent a cross-section of account types and include accounts handled differently than "normal"

accounts. For example, a sample of an account for each rate code, an account with automatic withdrawal, accounts with multiple meters, and account with compound meters are all examples of accounts that should be included in City of Santa Fe, NM's Baseline Accounts, as applicable.

As part of the Initial Conversion, City of Santa Fe, NM will undertake testing of the Infinity CIS v4 conversion. City of Santa Fe, NM's project manager will coordinate the completion of the Infinity CIS v4 conversion testing and submit any issues identified in Team Support. This testing will provide Advanced with information relating to conversion anomalies to be corrected. Re-testing of identified conversion issues will be necessary.

During Initial Conversion testing (and subsequent test phases), Advanced will access City of Santa Fe, NM's server in order to upload data corrections, with the assistance of City of Santa Fe, NM's technical staff. The users will re-test anomalies based on initial test results and established Baseline Accounts.

Subtask 3.5.1 Deliverables	• Advanced to extract and manipulate legacy data prior to import • Advanced Convert legacy database to Infinity CIS v4 database • Advanced Review and deliver initial V4 data conversion load with City of Santa Fe, NM • Advanced Time the process to convert and load data • Advanced Configure generic Information Bars • City of Santa Fe, NM Review and approve the Data Validation Report • City of Santa Fe, NM Run reports currently used by City of Santa Fe, NM for balancing legacy system and V4 to confirm versions are in balance • City of Santa Fe, NM Load refreshed Infinity CIS v4 test database onto hosted secure storage (required for troubleshooting and billing formula conversion) • City of Santa Fe, NM Identify Baseline Accounts for testing • City of Santa Fe, NM Create test scripts and share with Advanced

Subtask 3.6 – Phase 6 – Core Team Training

Advanced will provide 4 weeks of Core Team Training to the City of Santa Fe, NM Core Team.

Core Team Training will be conducted onsite and remotely via WebEx for the core team following the initial Infinity CIS V4 conversion rollout. Users will be trained to ensure that they can access the system and navigate through Infinity CIS v4 for testing purposes. To ensure an efficient and effective parallel process, Advanced recommends setting up a separate area for testing and training. The core team training is designed to train users on the new user interface (UI) and changes in key functional areas including AccountView, System Administration, Security, Cash, Billing, Collections, Service Orders, Reports, and Inventory.

Subtask 3.6 – Deliverables

Subtask 3.6 Deliverables	• Standard Infinity CIS v4 Training Agendas • Completion of Instructor-Led remote or onsite Core Team Training

Subtask 3.6 – Entry Criteria

Criteria	Responsible Party
✓ Agenda delivered	Advanced
✓ Where applicable, Training Room/workstations/software/participants available for training	City of Santa Fe, NM
✓ Infinity CIS v4 System QA'd and prepared for Training	Advanced

Subtask 3.6 – Exit Criteria

Criteria	Responsible Party
✓ Instructor-Led remote or onsite Core Team Training delivered	Advanced
✓ 90% Attendance rate from Core Team at all sessions	City of Santa Fe, NM

Subtask 3.7 – Phase 7 – Reports Development and Delivery

Any custom reports identified at Reports Discovery will be developed and delivered by Advanced once City of Santa Fe, NM has signed off on the specifications and acknowledged as in scope. Any custom reports unidentified at the Reports Discovery will be recognized as out of scope and follow the Change Order Process.

Subtask 3.7 – Deliverables

Subtask 3.8 Deliverables	• Custom Reports Specification, Development & Delivery (if applicable)

Subtask 3.7 – Entry Criteria

Criteria	Responsible Party
✓ Attendance by SME at Reports Discovery Workshop	City of Santa Fe, NM
✓ Reports Discovery Workshop complete	Advanced

Subtask 3.7 – Exit Criteria

Criteria	Responsible Party
✓ Custom Reports Specification Document(s) delivered for all identified custom reports	Advanced

✓ Review and edits/Sign Off Custom Reports Specification Document(s) 10 days from receipt of each iterative version	City of Santa Fe, NM
✓ Custom Report(s) Delivery at start of ITC	Advanced

✓ Custom Reports(s) Testing and Signoff no later than the end of UAT	City of Santa Fe, NM

Subtask 3.8 – Phase 8 – Interface Delivery

Once an interface has been implemented, unit tested and QA'd internally by Advanced, City of Santa Fe, NM will be notified that the interface is ready to be released and available for testing or City of Santa Fe, NM will be notified that the interface is ready to be released and deployed in City of Santa Fe, NM's environment through an executable or build.

Subtask 3.8.1 – Deliverables

Subtask 3.8.1 Deliverables	• Interfaces are ready for City of Santa Fe, NM to test

Subtask 3.8.1 – Entry Criteria

Criteria	Responsible Party
✓ File Layout for each interface provided during Interfaces Discovery	City of Santa Fe, NM
✓ 3rd Party Vendor participation in Interface Discovery process (if applicable)	City of Santa Fe, NM

Subtask 3.8.1 – Exit Criteria

Criteria	Responsible Party
✓ Interfaces delivered	Advanced
✓ Testing of interfaces with 3rd party vendor participation (if applicable)	City of Santa Fe, NM

Subtask 3.9 – Phase 9 – Software Testing

Advanced will support all software testing through possible combinations of onsite support, remote support and video conferencing 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, NM with generic test scripts. Modification of test scripts to match City of Santa Fe, NM's specific business scenarios is the responsibility of City of Santa Fe, NM. From the test scripts City of Santa Fe, NM 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. Data Conversion is an iterative process and will require fixes throughout all testing phases based on the outcomes of each testing phase.

With each data conversion Advanced will provide and City of Santa Fe, NM 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 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 of Santa Fe, NM. The Issues Tracking Tool maintains a history of analysis and problem resolution.

The Issues Tracking Tool will be managed and maintained by the Advanced PM and will be reviewed with both Advanced and City of Santa Fe, NM staff to ensure the issues are being actively worked and tested. The Advanced PM will be proactive in the resolution of items logged in the Issues Tracking Tool so that they will be resolved within a timely manner. The Advanced PM or designate will document to the City of Santa Fe, NM Project Manager (in detail) the issue or defect, the resolution or workaround alternative, if applicable.

Advanced will provide a technical point of contact during all testing phases, Advanced will provide responses that include justification and mitigation plans, where applicable.

City of Santa Fe, NM will provide Advanced with evidence through Test Cases utilizing the Advanced Testing Tool (Smartsheet) and various other methods of testing documentation that testing is being done and progressing through the test phases.

The software testing phase is divided into the following test cycles:

Subtask 3.9.1 – 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 meter to cash process. In the review of these individual accounts, City of Santa Fe, NM 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.

Subtask 3.9.1 – Functional Testing Deliverables

Subtask 3.9.1 Deliverables	• Functional Test Data Conversion Refresh and Validation Report • Rates Testing Matrix

Subtask 3.9.1 – Entry Criteria

Criteria	Responsible Party
✓ Configuration complete in accordance to the requirements outlined in the Functional Discovery Document and excluding all interfaces and modifications	Advanced
✓ Data Refresh timelines recorded for the data cut, conversion and load	Advanced and City of Santa Fe, NM
✓ Customized Testing Documents designed and functional test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Executed Contract with Payment Processor	City of Santa Fe, NM

Subtask 3.9.1 – Exit Criteria

Criteria	Responsible Party
✓ Testing of all applicable functional modules using customized test documents and test cases, reporting any anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Retesting of fixed conversion items, testing of conversion additions and report anomalies in Issues Tracking Tool	City of Santa Fe, NM
✓ Functional Data Validation jointly reviewed and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Rates Testing Completion and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical configuration type tickets reported no less than 15 days from scheduled ITC Refresh start date	Advanced
✓ Backup and Restore Site Failover Testing	Advanced
✓ Connectivity validated between CIS platform test instance and dependent systems	Advanced

Subtask 3.9.2 - Integration Testing Cycle (ITC)

ITC will utilize test scripts/cases customized by City of Santa Fe, NM to confirm that the data conversion and business processes are functioning as expected.

ITC is intended to exercise full scale testing of the system incorporating the testing of interfaces and modifications scheduled for ITC. It includes testing of all end to end processes and all City of Santa Fe, NM Owned Control Forms (service orders, actions, letter generation, security, admin).

Subtask 3.9.2 – Integration Testing Deliverables

Subtask 3.10.2 Deliverables	• ITC Data Conversion Refresh and Validation Report • ITC Build Release for Modifications

Subtask 3.9.2 – Entry Criteria ITC

Criteria	Responsible Party
✓ Completion of testing of all applicable functional modules using customized test documents and test cases and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Customized Testing Documents designed and ITC test cases created in Advanced Testing Tool	City of Santa Fe, NM
✓ Successful retesting of fixed conversion items and testing of remaining conversion additions. Anomalies reported in Issues Tracking Tool	City of Santa Fe, NM

✓ ITC Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM

✓ Rates Testing Completed and any anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 85% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from ITC Refresh start date	Advanced
✓ Interfaces complete	Advanced
✓ City of Santa Fe, NM Owned Control Forms 60% complete which must include Service Order Types	City of Santa Fe, NM
✓ City of Santa Fe, NM AUS Preferred Payment Processor set up complete and ready for integration testing with Infinity CIS v4 and Infinity CEP	Advanced

Subtask 3.9.2 – Exit Criteria ITC

Criteria	Responsible Party
✓ Technical and training daily support for initial week of ITC Testing	Advanced
✓ Build Release(s) (if applicable) applied for Interfaces	Advanced
✓ Testing of interfaces with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% (or agreed upon threshold) of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% (or agreed upon threshold) of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Cycle Billing Testing Complete and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ City of Santa Fe, NM Owned Control Forms 90% (or agreed upon threshold) complete	City of Santa Fe, NM
✓ AUS Preferred Payment Processor configuration complete and ready for UAT	Advanced

Subtask 3.9.3 - 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, NM to select the integration test scripts that will be used during UAT.

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase provide evidence that Infinity CIS v4 capabilities have been properly integrated and tested in City of Santa Fe, NM's test environment. Advanced will work with City of Santa Fe, NM to support performance tests.

Subtask 3.9.3 – User Acceptance Testing Deliverables

Subtask 3.10.3 Deliverables	• UAT Data Conversion Refresh and Validation Report • UAT Acceptance Criteria

Subtask 3.9.3 – Entry Criteria

Criteria	Responsible Party
✓ UAT Data Validation reviewed jointly and anomalies under investigation by both parties	Advanced and City of Santa Fe, NM
✓ Retested interfaces and modifications with 3rd party vendor participation (if applicable) and anomalies reported in Issues Tracking Tool	City of Santa Fe, NM
✓ Successful resolution of 90% of critical path configuration type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Successful resolution of 90% of conversion type tickets reported no less than 10 days from scheduled UAT Refresh start date	Advanced
✓ Reports Testing completed and signed off	City of Santa Fe, NM
✓ System Code Freeze	Advanced
✓ Final review of City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM

Subtask 3.9.3 – Exit Criteria

Criteria	Responsible Party
✓ Successful testing of all end to end processes	City of Santa Fe, NM
✓ Successful resolution of all critical path conversion and configuration type tickets	Advanced
✓ Successful completion of all City of Santa Fe, NM Owned Control Forms	City of Santa Fe, NM
✓ Regression and stress test executed successfully	City of Santa Fe, NM
✓ Successful testing of Payment Processor	City of Santa Fe, NM

Subtask 3.10 – Phase 10 – End User Training

The Advanced PM will work with City of Santa Fe, NM to ensure that test results for each testing phase
Advanced will provide 3 weeks of Infinity CIS v4 End User training to City of Santa Fe, NM to secure a working knowledge of Infinity CIS v4. As part of the Training Plan, Advanced will work with City of Santa

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify classes and the Advanced and City of Santa Fe, NM staff attendance needs.

End User Training will be conducted by a combination of instructor led sessions in accordance with the Training Matrix and with City of Santa Fe, NM availability to answer participant questions pertaining to City of Santa Fe, NM business practices.

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, NM 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 Instructor Led End User Training • Training Session Attendance Report • Training Session Signoff form

Subtask 3.10 – Entry Criteria

Criteria	Responsible Party
✓ End User Training Plan Matrix delivered	Advanced
✓ End User Training Plan Matrix completed	City of Santa Fe, NM
✓ End User Training Schedule created	Advanced and City of Santa Fe, NM

Subtask 3.10 – Exit Criteria

Criteria	Responsible Party
✓ All End User Training sessions required for Go Live complete	Advanced
✓ End Users absent or requiring additional assistance/training from End User Training identified	Advanced
✓ Additional training plan developed and provided to End Users identified as requiring additional assistance/training complete for Go Live	City of Santa Fe, NM

Subtask 3.11 – Phase 11 – Cut-Over Plan/Go/No Go Criteria

City of Santa Fe, NM will assist Advanced in the construction of Go/No-Go criteria. These criteria shall be used to determine whether or not to proceed to Phase 12 - Transition to 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 of Santa Fe, NM shall issue formal authorization to proceed with the Cut-Over Plan to production.

The Advanced PM will develop a Cut-Over Plan throughout the lifecycle of the project in preparation for a final transition to live. This plan details the steps and responsibilities for Advanced and City of Santa Fe, NM to

Fe, NM to jointly create the appropriate Training Matrices (part of the Training Plan) that will identify
transition the CIS Solution to City of Santa Fe, NM production (live) environment. The Cut-Over 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-cut-over checklist
- Criteria that determine when the system will be turned over to end user staff
- A formal release from Advanced that documents that the system has been handed to City of Santa Fe, NM in full balance

Subtask 3.11 – Cut-Over Plan/Go/No Go Deliverables

Subtask 3.11 Deliverables	• Go/No Go Criteria • Cut-Over Plan • Formal City of Santa Fe, NM Authorization to Transition to Live

Subtask 3.11 – Entry Criteria

Criteria	Responsible Party
✓ System is in a readiness state for all critical path items	Advanced and City of Santa Fe, NM
✓ City of Santa Fe, NM has invoked Change Management plan (employees, customers, vendors)	City of Santa Fe, NM
✓ End Users trained	Advanced or City of Santa Fe, NM

Subtask 3.11 – Exit Criteria

Criteria	Responsible Party
✓ Cut-Over Plan finalized	Advanced and City of Santa Fe, NM
✓ Organizational Readiness Plan finalized	Advanced and City of Santa Fe, NM
✓ Go/No Go Meeting	Advanced and City of Santa Fe, NM
✓ Authorization to Go Live	City of Santa Fe, NM
✓ Post Cut-Over List of Tasks	Advanced and City of Santa Fe, NM

Subtask 3.12 – Phase 12 – Transition to Live

The cutover to live will occur over a weekend and will be coordinated by the Advanced PM and City of Santa Fe, NM staff.

The transition to live will have a new and final data conversion in which the data validation parameters, bill codes, rate mapping and transaction codes will all be approved by City of Santa Fe, NM and the Advanced PM.

Subtask 3.12 – Deliverables

Subtask 3.12 Deliverables	• Final Cut-Over Plan Report • Final Release Data Conversion Refresh and Validation Report • AR Balancing Report • Year and month active confirmation • AR Summary Details Report • Transaction Code Report • Rates Report

Subtask 3.12 – Entry Criteria

Criteria	Responsible Party
✓ Execution of Cut-Over Plan	Advanced and City of Santa Fe, NM
✓ End Users trained	Advanced and City of Santa Fe, NM
✓ 3rd Party Vendors communicated and on board	City of Santa Fe, NM
✓ Execution of Organizational Readiness Plan	Advanced and City of Santa Fe, NM
✓ Connectivity validated between CIS platform production instance and dependent systems	Advanced

Subtask 3.12 – Exit Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Items identified	Advanced

Subtask 3.13 – Phase 13 – Post Go Live

Advanced will assist City of Santa Fe, NM 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, remote communications, and online support through video conferencing to ensure a smooth transition to Customer Success. During this phase of the project, the following items will be supplied to City of Santa Fe, NM:

- Weekly PM and technical staff meetings to review all high-priority items.

- Remote communications and video conference 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 of Santa Fe, NM will transition to the Advanced's Customer Success Department as per the Support and Maintenance agreement.

Subtask 3.13 – Deliverables

Subtask 3.13 Deliverables	• Monthly Post Live Support Log • Transition to Support

Subtask 3.13 – Entry Criteria

Criteria	Responsible Party
✓ Go Live Signed Off	City of Santa Fe, NM
✓ Post Live Punch List Items Identified	Advanced

Subtask 3.13 – Exit Criteria

Criteria	Responsible Party
✓ Post Live Punch List Items resolved	City of Santa Fe, NM and Advanced
✓ Project Completion documented	Advanced
✓ Transition to Customer Success Group	Advanced

Schedule 1 – Fee Structure and Payment Milestones

Fee Structure

*Pricing does not include applicable taxes

Infinity CIS v4 Implementation Professional Services Fees	
Item	**Price**
Implementation to CIS Infinity V4: • Project Management (22 Months – 1.5 Dedicated FTE) • Data Conversion (Full Conversion including data extraction and manipulation) from 1 Legacy System • Configuration • Advanced Standard Reports • Custom Reports • Interfaces • Training • Post Live Support • Customer Testing Assistance	$2,175,260.00
Total	**$2,175,260.00**

IV & V Implementation Professional Services Fees		
Line Item (Custom Plan Documentation Scope to be Finalized)	Responsible Party	Price
Custom Training Documentation	Advanced	$197,600.00
Custom Data Design Document	Advanced	$ 57,000.00
Performance Testing Plan	Advanced	$ 38,000.00
Requirements Traceability Matrix	Advanced & CoSF	$228,000.00
Technical Architecture Diagram Review	Advanced	$38,000.00
Additional Environment Deployment (3 Total Environments)	Advanced	$15,200.00
Security Plan Review	CoSF to Create / Advanced to Review	$19,000.00
Implement Transparent Application Performance Monitoring	CoSF to Create / Advanced to Review	$19,000.00
Create Testing Strategy	Advanced	$38,000.00
Call Center Training	Advanced	$38,000.00
Disaster Recovery Plan Review	CoSF to Create / Advanced to Review	$19,000.00
Document Hardware and Software Specifications	Advanced	$19,000.00
Total		**$ 725,800.00***

Infinity v4 License Fees	
Line Item	Price
CIS Licenses (Additional 45 Users)	$ 292,500.00
Total	**$ 292,500.00**

Estimated Travel Expenses	
Line Item	Price
100 Onsite visits, each visit is $3,000/pp*	$ 300,000.00
Total	**$ 300,000.00**

* Travel expenses will be expensed to the City as and when incurred by Advanced team member Note:

Additional services required by City of Santa Fe, NM through the end of Post Live and approved through the Change Control Process (e.g. requirement changes or changes to the project scope) will be billed at a rate of $250/hour. Services required after that period will be billed in accordance with the Support and Maintenance Agreement.

Payment Milestones

Professional Services

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
CT1	SOW Signing	$ 292,500.00
MP1	Project Management Month 1	$45,600.00
MP2	Project Management Month 2	$45,600.00
MP3	Project Management Month 3	$45,600.00
MP4	Project Management Month 4	$45,600.00
MP5	Project Management Month 5	$45,600.00
MP6	Project Management Month 6	$45,600.00
MP7	Project Management Month 7	$45,600.00
MP8	Project Management Month 8	$45,600.00
MP9	Project Management Month 9	$45,600.00
MP10	Project Management Month 10	$45,600.00
MP11	Project Management Month 11	$45,600.00
MP12	Project Management Month 12	$45,600.00
MP13	Project Management Month 13	$45,600.00
MP14	Project Management Month 14	$45,600.00
MP15	Project Management Month 15	$45,600.00
MP16	Project Management Month 16	$45,600.00
MP17	Project Management Month 17	$45,600.00
MP18	Project Management Month 18	$45,600.00
MP19	Project Management Month 19	$45,600.00
MP20	Project Management Month 20	$45,600.00
MP21	Project Management Month 21	$45,600.00
MP22	Project Management Month 22	$45,600.00
MP23	Delivery of Business Process Review Workshop	$40,000.00
MP24	Data Conversion Discovery Workshop 1	$97,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP25	Data Conversion Discovery Workshop 2	$97,000.00
MP26	Data Conversion Discovery Workshop 3	$57,000
MP27	Data Conversion Discovery Workshop 4	$57,000
MP28	Data Conversion Mapping Document 1	$97,000.00
MP29	Data Conversion Mapping Document 2	$97,000.00
MP30	Data Conversion Mapping Document 3	$57,000
MP31	Data Conversion Mapping Document 4	$57,000
MP32	Data Refresh #1 Load for Testing	$57,000
MP33	Data Refresh #2 Load for Testing	$57,000
MP28	Data Refresh #3 Load (ITC #1)	$10,000.00
MP29	On the Job Learning ITC 1 Testing	$15,000.00
MP30	Completion of Integration Testing Cycle 1	$70,000.00
MP31	Data Refresh #4 Load (ITC #2)	$10,000.00
MP32	On the Job Learning ITC2 Testing	$15,000.00
MP33	Completion of Integration Testing Cycle 2	$70,000.00
MP34	Data Refresh #5 Load (UAT)	$10,000.00
MP35	On the Job Learning User Acceptance Testing	$15,000.00
MP36	Completion of User Acceptance Testing	$50,000.00
MP37	Delivery of End User Training Week 2	$12,500.00
MP38	Delivery of End User Training Week 3	$12,500.00
MP39	Delivery of End User Training Week 4	$12,500.00
MP40	Data Conversion for Go Live	$10,000.00
MP41	Go Live	$39,560.00
MP42	Post Live Support Month 1	$25,000.00
MP43	Post Live Support Month 2	$25,000.00
MP44	Custom Training Documentation Scope Finalization	$50,000.00
MP45	Custom Training Documentation Initial Drafts Delivered	$50,000.00
MP46	Custom Training Documentation Final Drafts Delivered	$97,600.00
MP47	Custom Data Design Document Initial Draft Delivered	$27,000.00
MP48	Custom Data Design Document Final Draft Delivered	$30,000.00
MP49	Performance Testing Plan Initial Draft Delivered	$19,000.00
MP50	Performance Testing Plan Final Draft Delivered	$19,000.00
MP51	Requirements Traceability Matrix Initial Draft Delivery	$100,000.00

Reference	Milestone – City of Santa Fe, NM will be billed according to the completion of the Milestone	Invoice Amount
MP52	Requirements Traceability Matrix Final Draft Delivery	$128,000.00
MP53	Technical Architecture Diagram Initial Review	$19,000.00
MP54	Technical Architecture Diagram Final Review	$19,000.00
MP55	Additional Environment Deployment (3 Total Environments)	$15,200.00
MP56	Security Plan Initial Review	$9,000.00
MP57	Security Plan Final Review	$10,000.00
MP58	Transparent Application Performance Monitoring Plan Initial Review	$9,000.00
MP59	Transparent Application Performance Monitoring Plan Final Review	$10,000.00
MP60	Testing Strategy Initial Draft Delivered	$19,000.00
MP61	Testing Strategy Final Draft Delivered	$19,000.00
MP62	Call Center Training Delivered	$38,000.00
MP63	Disaster Recovery Plan Initial Draft Review	$9,000.00
MP64	Disaster Recovery Plan Initial Final Review	$10,000.00
MP65	Deliver Hardware and Software Specifications	$19,000.00
	Total Services	**$ 3,193,560.00**

License Fees:

- 100% due on SOW signature

Annual Fees:

Fee Type	Milestone	Invoice Amount
Infinity v4 Platform	100% due on Infinity CIS v4 installation to a non-production environment.	$124,375
Advanced API (Harris & Preferred Partner integrations)	100% due on installation to a non-production environment	$24,000

***** All ongoing annual costs for on premise solutions subject to a 5% annual escalation or CPI, whichever is greater.

Termination

Unless Advanced and/or City of Santa Fe, NM exercises its right to terminate this SOW due to material breach or default, Advanced must provide, and City of Santa Fe, NM must purchase, services from Advanced for the items defined within this SOW.

If City of Santa Fe, NM and/or Advanced exercises its right to terminate this SOW due to material breach or default, or Customer and/or Advanced terminates this SOW without cause,

City of Santa Fe, NM's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause;
2. Return the software to Advanced and certify, under the hand of a duly authorized officer of the Organization, that all copies of the software or any part thereof, in any form, within the possession or control of the Organization have been returned to Advanced (if applicable).
3. Complete payment for services performed and expenses incurred prior to termination including:
    a. Any amounts previously invoiced but unpaid;
    b. Fees for services performed through the termination date which has not been invoiced; and
    c. Any approved travel and living costs.

Advanced's obligation includes the following:

1. Provide notice of 10 calendar days for termination without cause.

Under no circumstances shall Advanced be liable for any special, indirect, consequential, punitive or incidental damages of any kind and shall not be liable for loss of profits, works stoppage, system failure or malfunction, loss of data or any other damages or losses in connection with this statement of work, even if Advanced has been advised of the possibility of such damages. In any event, Advanced shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by Advanced under this statement of work.

Approvals

IN WITNESS WHEREOF the parties hereto have duly executed this Scope of Work to be effective as of the Effective Date.

N. HARRIS COMPUTER CORPORATION

Per:

Name: Todd Richardson

Title: Chief Financial Officer

Date: August 5, 2024

City of Santa Fe, NM

Per:

Name:

Title:

Date:

Appendix 1 – Table of Responsibilities (Deliverables)

Del #	Task Per SOW	Subtask Per SOW	Name	Deliverable Description/Definition	Deliverable Lead
1	1	1.2	Weekly and Monthly Status Meetings & Reports	Project meetings to be attended by Advanced and City of Santa Fe, NM. Project core team members to discuss work in progress, issues, risks, actions, near-term planned activities and associated resource commitments. Status reports to document project progress.	Advanced
2	1	1.3	Monthly Sponsor Meeting	Meeting attended by Advanced and City of Santa Fe, NM Project Manager and Project Sponsors to review project status.	Advanced
3	3	3.1	Environment ready for Software Provisioning	Application and database server (production and test) provisioned, and the operating system and database software have been loaded.	Advanced/ City of Santa Fe, NM
4	3	3.1	Project Kick-Off Meeting	Kick-off meeting held with the project team.	Advanced
5	3	3.1	Draft Project Schedule	Initial draft Project Schedule delivered at project kickoff meeting. Project Schedule updates performed throughout the project. The schedule is updated for refinements to tasks, and percent complete inclusive of resource updates and timeframe updates. Both parties will commit to staffing and resources to meet a rolling 3-month window.	Advanced
6	3	3.1	Risk Management Plan	Plan that defines how project risks will be logged, prioritized, assigned and managed to closure using a jointly agreed resolution strategy. Risk Log will be reviewed at project status meetings.	Advanced
7	3	3.1	Communication Plan	Plan that defines the Project Strategy for communicating internally within the Project Team.	Advanced
8	3	3.1	Change Management Plan	Plan that defines the strategy for communicating with employees and externally.	City of Santa Fe, NM
9	3	3.1	Change Control Process	Process that defines how changes to project scope will be logged, approved, and managed as agreed to by both parties.	Advanced
10	3	3.1	Training Plan	Plan that defines City of Santa Fe, NM resources to be trained, the courses to be delivered, materials, locations, facilities and other resources.	Advanced
11	3	3.1	Test Plan	Plan that defines City of Santa Fe, NM's testing approach.	Advanced
12	3	3.1	Infinity CIS v4 Server Provisioning	Provisioning of Infinity CIS v4 on Infinity Cloud Platform	Advanced
13	3	3.1	Access Training	Access to client instances in Infinity Cloud Platform training for technical personnel.	Advanced
15	3	3.1	Training Courses Syllabus	Document that outlines the duration, prerequisites and topics to be covered during the Advanced delivered standard training courses.	Advanced
16	3	3.1	Project Team Contact List	Project listing of all Advanced and City of Santa Fe, NM project team members' contact information.	Advanced
17	3	3.1	System Overview	Infinity CIS v4 system overview demonstration	Advanced
18	3	3.1	Issues Tracking Tool Overview and Set up	Advanced will provide City of Santa Fe, NM with and overview of the Issues Tracking Tool, the online tool for documenting and tracking issues as part of the overall implementation. City of Santa Fe, NM users will be provided with user ids and passwords which also provide access to the Software Entity relationship diagrams and the Data Dictionary.	Advanced

19	3	3.1	Functional and Data Conversion Discovery Workshop Agendas	Documents that outline the business and conversion processes to be discussed during the Functional and Data Conversion Discovery Workshops.	Advanced
20	3	3.2	Data Requirements for Functional Workshops	City of Santa Fe, NM to provide business process documentation as identified in Subtask 3.2.	City of Santa Fe, NM
21	3	3.2.1	Functional Discovery Analysis Workshop	Sessions that will assist Advanced in learning City of Santa Fe, NM business processes and educating City of Santa Fe, NM about the features and limitations of the software. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
22	3	3.2.1	Functional Discovery Document	Document that captures all learning and understanding gained in the Functional Discovery Analysis Workshops. Document will serve as a template for configuring the software.	Advanced
23	3	3.3	Interface/Enhancements Discovery Workshop Agendas	Documents that outline the items to be discussed during the Interface/Enhancement Discovery Workshop.	Advanced
24	3	3.3	Interfaces/Enhancements Workshop	Session that will aid Advanced in understanding modification requirements and the third-party systems' interfacing capabilities to determine the best approach for interfacing with the identified third party systems.	Advanced
25	3	3.3	Business Requirements Document	BRD and/or Use Case Documentation for interfaces/Enhancements identified in Task 2.1 and 2.2. Rollout document for interfaces identified in Subtask 2.2.	Advanced
26	3	3.4.1	Reports Discovery Workshop	Sessions to review the reporting requirements of City of Santa Fe, NM. Advanced will lead the sessions with City of Santa Fe, NM business process experts participating.	Advanced
27	3	3.4.1	Reports Analysis Spreadsheet	Document that lists all reports provided by City of Santa Fe, NM and designates those reports that are standard within Infinity CIS v4 and those that require modification.	Advanced
28	3	3.5.1	Initial Data Conversion Load	Loading of initial conversion by Advanced on City of Santa Fe, NM's system.	Advanced
29	3	3.5.1	Baseline Accounts	City of Santa Fe, NM, with Advanced's assistance will identify baseline accounts to be used for testing.	City of Santa Fe, NM
30	3	3.5.1	Data Validation Results	Report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
31	3	3.5.1	Initial System Configuration Rollout	Configuration of the control forms and rates by Advanced based on the Functional Discovery document.	Advanced
32	3	3.5.2	Initial CIS Conversion, Data validation Testing	Advanced will convert City of Santa Fe, NM's legacy data load into City of Santa Fe, NM's CIS Infinity Environment. Advanced will supply a mapping document to Infinity CIS v4 are in balance and will release the system for testing by City of Santa Fe, NM	Advanced
33	3	3.6	Training Agendas	Standard Training Agenda for each training course identified in the Training Plan.	Advanced
34	3	3.6	Core Team Training	Execution and completion of Core Team training per the Training Plan. Training will include the Issues Tracking Tool training.	Advanced
35	3	3.7	Custom Reports Delivery	Delivery of custom reports identified in the Reports Analysis Spreadsheet.	Advanced
36	3	3.8.1	Interface Configuration, Testing and Rollout	Configuration, testing, and rollout of configuration type interfaces that have been identified in Task 2.2 of this SOW.	Advanced
37	3	3.9.1	Functional Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced

38	3	3.9.1	Generic Test Scripts	Generic Integration Test scripts provided by Advanced to test system functionality.	Advanced
39	3	3.9.1, 3.9.2, 3.9.3.	System Testing	City of Santa Fe, NM to conduct testing as outlined in the Test Plan, document test results (pass/fail) and log any issues in the Issues Tracking Tool for resolution by Advanced.	City of Santa Fe, NM
40	3	3.9.1	Rates Testing Matrix	Document outlining all necessary rates and rate scenario's to be tested. City of Santa Fe, NM is responsible for testing and confirming all rates and rate scenarios are accurate and reflect the billing requirements of City of Santa Fe, NM.	Advanced
41	3	3.9.2	Build Releases (ITC)	Installation of new builds on City of Santa Fe, NM's system which include City of Santa Fe, NM's modified software and interfaces.	Advanced
42	3	3.9.2	Integration Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of agreed upon conversion validation parameters.	Advanced
43	3	3.9.3	User Acceptance Test - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
44	3	3.10	End User Training, Signoff and Attendance Report	Execution and completion of End-User training per the Training Plan. Each training session will have an Attendance Report.	Advanced
45	3	3.11	Go/No Go Criteria Document	Document that identifies the criteria that will be adhered to enable cutover to Production to proceed. It includes metrics to evaluate project management readiness, business solution testing readiness, business readiness, IT infrastructure readiness and reorganization/people readiness.	Advanced
46	3	3.11	Go / No Go Decision Document approved for Go Live	Document that defines the outcomes of application readiness based on the defined Go/No Go Criteria document and Cutover Plan defined. The result will be a decision to Go-live or to identify issues that will need to be resolved prior to Go-Live or can be deferred to post go-live. The decision to transition to Go Live will be approved when the items defined in the Cut-Over and readiness assessment has been successfully achieved and there are no significant agreed upon issues that will impact transition to Production.	Advanced
47	3	3.11	Cutover Plan	Document that defines steps and responsibilities of Advanced and City of Santa Fe, NM during transition to Production. Includes steps to achieve system balance and includes a conversion cutover plan.	Advanced
48	3	3.12	Go Live - Data Conversion Data Load & Validation	Loading of conversion data by Advanced on City of Santa Fe, NM's system. Includes audit report that documents the results of the agreed upon conversion validation parameters for both the source and target data.	Advanced
49	3	3.12	Go Live	System is operating and being used. Balancing of legacy and Advanced CIS has been validated and signed-off by City of Santa Fe, NM.	Advanced
50	3	3.13	Completion of Post Live Support	Conclusion of Post live support period, which includes remote and online video conferencing.	Advanced
51	3	3.13	Customer Success Transition Meeting	A transition meeting to transfer from the project implementation phase to the support phase of the contract.	Advanced

Attachment "B"

Definitions

Agreement means this legal agreement executed between the City and the Contractor

Affiliate means with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by, or is under common control with the specified person or entity, and for the purposes of this definition "control" of an entity means the ownership of 50% of the outstanding shares or other equity interests in such entity, or the right to elect or appoint a majority of the board of directors or governing body of such entity.

Business Hours means 8:00 a.m. to 5:00 p.m. Mountain Time.

City means the City of Santa Fe, New Mexico.

City Confidential Information means: (a) all information related to the business of City and any of its City's and other third parties, to which Contractor has access, whether in oral, written, graphic or machine- readable form, in the course of or in connection with this Agreement; (b) all notes, analyses and studies prepared by Contractor or any of its Representatives, during the term of this Agreement or anytime thereafter, incorporating any of the information described in this Section 3; (c) the Access Information; and (d) the City Data.

City Data means all Confidential Information, all personal data and any other information relating to the employees, City or customers of City, or End Users or relating to the businesses of City or its Affiliates, including third party information, operations, facilities, products, services and markets, all as and to the extent provided to or obtained by Contractor or its Representatives from City, Resellers, or End Users, or derived from any of the foregoing. Usage data of End Users who are customers of City shall be considered City Data. City Data includes any such information in any form (tangible or electronic), regardless of the form or method by which such information is created, stored, maintained or communicated, and includes all data maintained by Contractor for City. Unless otherwise indicated, City Data includes all Access Information.

Contractor means the person or business organization named in the Agreement.

Crisis means an extraordinary event affecting Contractor that requires emergency response measures to be taken, including any event that may result in the Services, Software or Facilities becoming unavailable for a significant amount of time.

Confidential Information means City Confidential Information and/or Contractor Confidential Information, as the context may require.

Data Storage Fees means the fees associated with the storage of Data by Contractor on behalf of the Customer as set out in an Exhibit to this Agreement.

Data Storage Limit means the amount of Data storage purchased by City as specified in an Exhibit to this Agreement.

Data Export Fees means the fees associated with the export or download of Data from Contractor by City as set out in an Exhibit to this Agreement.

Days means calendar days.

Documentation means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regarding the Software regardless of the media on which it is provided.

End User means any person or entity that receives and uses the Services.

Error means any error in the code of any Software Programs which prevents such Software Programs from operating in reasonable accordance with the relevant Documentation.

Facilities means the hardware, application software, operating system software, firmware, networks, communication devices and lines and all other equipment, software, devices and related materials provided by or used by Contractor to host the Software Programs and provide the Services. Unless otherwise indicated, the Facilities shall be construed to include the Software Programs.

Fees means the Annual Subscription Fees, Professional Services Fees, Data Storage Fees, Data Export Fees, and all other fees as set out in any Exhibit to this Agreement. All Fees paid are nonrefundable, except as expressly set forth herein.

Implementation Date means the implementation date set forth in an applicable Schedule for the respective Services.

Intellectual Property Rights means all: (a) patents, patent applications, patent disclosures and inventions (whether patentable or not), (b) copyrights and copyrightable works (including computer programs) and registrations and applications therefor, (c) semiconductor chip "mask" works, and registrations and applications for registration thereof, (d) trade secrets, know-how and other confidential information, (e) unregistered and registered design rights and any applications for registration thereof, (f) database rights, and (g) all other forms of intellectual property, including waivable or assignable rights of publicity or moral rights, and any right to bring suit or collect damages for the infringement, misappropriation or violation of the foregoing, anywhere in the world. For purposes of the IP License, the Intellectual Property Rights shall be construed to include all Intellectual Property Rights of Contractor and its Affiliates existing on the date of grant of the IP License, plus all Intellectual Property Rights of Contractor and its Affiliates subsequently developed or acquired by Contractor or its Affiliates through the time of the occurrence of an Interruption.

Interruption means any material, or continuing, or repeated suspension or interruption in the supply of the Services by or on behalf of Contractor to City, or End Users, or any other material, or continuing, or repeated failure of Contractor to meet its obligations under this Agreement in regard to the Services, whether resulting from breach, termination, partial or complete cessation of business, disruption of business, bankruptcy or other insolvency proceedings, or otherwise, or termination of this Agreement.

Licensed Materials means all engineering, testing and design documentation, schematics, source code, and other materials necessary for City or its Representatives to exercise the IP License.

On Premises Equipment means Facilities provided by Contractor to City, Resellers, or End Users of the Services for receiving, managing, maintaining or using the Services.

Personal Information means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

Products and Services Schedule refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule without the express written consent of both parties.

Professional Service(s) means those implementation, training, consulting, data conversion and professional service(s) provided by the Contractor Professional Services team as further described in this Agreement and Schedules.

Professional Services Data means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of City (or that City authorizes Contractor to obtain from the Services Professional Services Data includes Support Data.

Professional Services Fees means the Professional Service(s) fees set out in a Statement of Work to be paid by City for the Professional Services.

Representatives means each party's officers, directors, employees, consultants, attorneys, accountants, agents and independent subcontractors (and their employees) and other representatives.

Services or **Software Services** each means the web-based service(s) to be provided by or on behalf of Contractor under this Agreement that includes hosting, monitoring, operating and maintaining the Software at a site owned or controlled by Contractor's service providers and the delivery of exclusive access via the Internet to City to use the Software granted to City pursuant to this Agreement.

Shall, Will, or **Must** means a mandatory requirement.

Software Programs or **Software** means the Base Programs and Custom Programs. This definition does not include Third Party Components

Third Party Components or **Third Party Software** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Contractor or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services or the Software as well as any Third Party Components that is required to be obtained by City directly from the applicable third party vendor in accordance with this Agreement. Third Party Components includes but is not limited to Microsoft Azure® (unless and until otherwise indicated by Contractor in accordance with the terms of this Agreement).

Update means any published changes, additions or corrections to the Software that primarily include a legislative changes. An Update is designated by a change in the right-most digit in the version number (for example, a change from X.1 to X.2).

Upgrade is a major overhaul of the Software which is a complete new published version of the Software that modifies, revises or alters the Software and adds features, functionality or enhancements to such Software. An Upgrade is typically designated by a change in the number to the left of the decimal point in the version number (for example, a change from 1.X to 2.X).

User means any employee of City or any of City's agents who are authorized by City in writing to access and use the solution.

Attachment "C"

Terms for Provision of Services

1. **Services Under Schedules.** Contractor will perform and deliver Services described in this Agreement and any Schedules or Statements of Work hereto, in reasonable accordance with the milestones, delivery dates, specifications and requirements as set forth herein.
   a. Contractor shall provide all facilities, equipment, and software required to make the Software Services available. Contractor shall have the right to manage all resources used in providing the Software Services, as Contractor deems appropriate.
   b. Contractor reserves the right to have mutually agreed upon additional User acceptance criteria that may be applied to Users prior to their ability to have access to the Software Services. Contractor shall inform City of such criteria but Contractor shall be free to implement such criteria at any time without prior written warning to the City and/or to Users. Where Users do not accept such and/or agree to such criteria, Contractor reserves its rights to not grant to such Users access to the Software Services. Contractor reserves its rights to restrict access to the Software Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Software Services.
   c. Contractor shall provide installation, configuration, system administration and maintenance of the facilities and equipment and software required to operate and ensure availability of the Software. City, not Contractor, shall be responsible for creating and maintaining all User account information and for performing all other application-level system administration functions that are available within the Software.
   d. City agrees to comply with all Contractor security policies and procedures as provided to it and amended from time to time. City and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for City's internal use only and City may not sell, transfer or sublicense them to any other entity or person except that City may disclose its private key to its agents performing work on its behalf. City agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using City's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. City agrees to notify Contractor in writing if it believes that a password has been stolen or might otherwise be misused. City agrees to notify Contractor immediately of any unauthorized use of any password or user ID or any other breach of security suspected by City.

e. City is responsible for: (i) the actions of Users using the Software Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Contractor from time to time for Users; and (iii) informing Contractor of any information about Users' actions that may affect either the Software Services or third party data contained in or used by the Software Services, or Contractor's ability to provide the Software Services as contemplated by this Agreement.

2. **General License.** Subject to the terms and conditions of this Agreement, including without limitation, payment by City of all Fees, Contractor hereby grants to City a personal, non-exclusive, non-transferable limited right during the Term (a) to allow Users to access and use the Services on an annual subscription basis and in accordance with the Documentation solely for City's internal business purposes; and (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Services. As between Contractor and City, Contractor 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.

3. **Reports.** As agreed between the parties and specified in Attachment A and Attachment C, Contractor will provide to City a written report summarizing Contractor's performance of the Services with respect to all metrics and categories of description set forth in Exhibit A and Attachment C, and any other information reasonably requested by City.

4. **Terms Specific to Professional Services.** Contractor agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Professional Services") for the City in accordance with the relevant Statement of Work:
   a. Oversee and implement the conversion from the City's existing software applications to Contractor's Software.
   b. Install the Software for City's use and perform necessary setup and configuration operations.
   c. The Statement of Work describes in greater detail the Professional Services, the method by which the Professional Services shall be performed and other obligations on the part of the two parties. To the extent that the Statement of Work more explicitly details the Professional Services or the obligations of a party, then those details shall prevail over any other document that is less explicit.
   d. Contractor shall determine in its sole discretion the manner and means by which the Professional Services and Services shall be performed. Contractor will consult with the City on its methodology, manner and means. While Contractor **will** consider the City's input regarding staffing and other decisions, as an independent contractor, Contractor **will** have sole control of its staffing and other key decisions related to its performance hereunder.
   e. Conduct on City's Premises -- The Professional Services shall be performed with the City's full cooperation as agreed, whether on the premises of the City or at an alternative location. When working on the City's premises, Contractor personnel shall observe the City's administrative and ethics codes relating to the security,

access or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.

f. Inquiries by City -- Contractor shall respond expeditiously to any inquiries pertaining to this Agreement from the City.

g. Independence -- As an independent consultant, City retains Contractor and its employees and agents on an independent contractor basis and not as an employee.

h. Coordination of Services -- Contractor agrees to coordinate with City staff in the performance of Professional Services and Services and to be available for consultation at all reasonable times.

i. Contractor **will** provide training as follows:

- In any training class exceeding ten (10) people, City may be assessed an additional charge for additional instructor(s).
- City shall provide copies of the training manuals required for the training classes to each participant either by photocopy or electronic duplication. Each copy is subject to the restrictions and obligations contained in this Agreement.
- On-line reference Documentation is delivered with each release. City may print or copy this Documentation solely for its internal use.
- Cancellation of any on-site Professional Services by City is allowed for any reason if done in writing more than fourteen (14) days in advance of such Professional Services.

  City will be billed for any non-recoverable direct costs incurred by Contractor that result from a cancellation by City with fourteen (14) days or less of scheduled on-site Professional Services. Additionally, City hereby acknowledges that cancellation of on- site Professional Services means that such on-site Professional Services will be rescheduled as Contractor's then current schedule permits. Contractor is not responsible for any delay in City's project resulting from City's cancellation of Professional Services. If upon Contractor arrival, the City has not completed required tasks for such visit, then the City will be billed 100% of the on-site fee and scheduled on-site Professional Services may be cancelled at Contractor's discretion. If additional Professional Services are required because the City was not adequately prepared, Contractor will provide a to the City for said Professional Services.

5. Activation and Installation. Unless otherwise stated in the applicable Schedule, construction, maintenance and operation of the Facilities, and activation and performance of

the Services are and shall be the responsibility of Contractor.

6. **City Data.** Notwithstanding any other provision in this Agreement or Schedules, Contractor shall make all City Data (complete and unaltered) available at any time to City, in a format reasonably requested by City it is specifically understood that any additional charges shall be mutually agreed upon in the statement of work. As between the parties, City Data shall be and remain the property of City. Contractor shall use the City Data solely to perform Contractor's obligations under the Services Agreement and this Agreement. Except as expressly permitted in this Agreement, Contractor shall not sell, assign, lease, disseminate, or otherwise dispose of the City Data or any part thereof to any other person, nor shall Contractor commercially exploit any part of the City Data. Contractor shall not possess or assert any property interest in or any lien or other right against or to any City Data. Subject to the terms and conditions of the Agreement, City grants to Contractor, its service providers (as applicable) and licensors a world-wide, non- exclusive, royalty-free license to access, use and otherwise process City Data for the purpose of performing the Services hereunder. Except as specified in this Agreement, Contractor may not access the City Data for any other purpose without the express written consent of City.
7. **Affiliates.** City's rights under the Services Agreement and this Agreement may be exercised by and for the benefit of City and, as applicable, End Users, and their respective Affiliates. For this purpose, "Affiliates" may include any person or organization that is party to any Business Collaboration with City or its other Affiliates.
8. **Intellectual Property; Further Assurances.** Contractor represents and warrants that it is the owner of or has the legal right to provide the access and use rights and documentary license granted under this Agreement. Intellectual Property Rights licensed to City do not, as of the Effective Date, infringe Intellectual Property Rights owned or held by others. Promptly upon written request by City, Contractor shall, at its expense, sign and deliver such further agreements, certificates and other documents and give City such other assistance as City may reasonably require to evidence more fully and give full and proper effect to the rights granted under this Agreement. The rights granted under this Agreement shall not be impaired or diminished by thoccurrence or continuance of any breach of this or any other agreement between the Parties, any lack of capacity or authority, any reorganization, liquidation, dissolution, merger, or consolidation of either Party, or any other change of circumstances of either Party.
9. **Restrictions on Use**
    a. City shall not, and will not engage, direct or authorize any third party to:
    (i) use the Software or the Services for any purpose other than in connection with City's primary business or operations;
    (ii) disassemble, decompile, reverse engineer, defeat license encryption

mechanisms, or translate any part of the Software or Services, or otherwise attempt to reconstruct or discover the source code of the Software or Services, or attempt to otherwise convert or alter the Software or Services into human readable code, except and only to the extent that applicable law expressly permits, despite this limitation;

(iii) modify or create derivative works of the Software;

(iv) give away, rent, lease, lend, or otherwise sell, re-sell, distribute or transfer the license rights granted under_this Agreement or otherwise use the Software Services except as expressly permitted by this Agreement without the prior written consent of Contractor; or

(v) take any actions that would cause the Software or Services to become subject to any open source or quasi-open source license agreement.

b. Software and related materials supplied by Contractor are protected by copyright, trade secret, trademark, and other intellectual property laws. The Software may not be resold or licensed by City. Any rights not expressly granted herein are reserved. City may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Contractor.

c. City may not modify, translate, adapt, alter, or create derivative works of the Documentation; however, City may duplicate Documentation, at no additional charge, for City's internal use so long as all required proprietary markings are retained on all duplicated copies.

d. City shall not copy, frame or mirror any part or content of the Software Services, other than copying or framing on City's own intranets or otherwise for City's own internal business purposes. City shall not access the Software Services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly or through negligence allow access to any competitor of Contractor.

e. City shall not knowingly or through gross negligence transmit, upload, post, display, distribute, store or otherwise publish, through use of the Software Services, any content, data, material or information that: (i) contains a software virus, Trojan horse, worm, time bombs, cancelbots or other harmful or deleterious computer code, files, programs or content that may damage, adversely affect any hardware or software, or that intercepts or misappropriates any system, program, data or information; (ii) is threatening, defamatory, libelous, harassing, abusive, profane, is an invasion of privacy, offensive, obscene, harmful or otherwise objectionable (including without limitation content that constitutes child pornography, relates to bestiality, or depicts non-consensual sex acts); (iii) infringes, misappropriates or

otherwise violates any patent, copyright, trademark, trade secret or other intellectual property, proprietary right or other rights of any third party; (iv) violates any law, statute, ordinance or regulation, or that may be harmful to Contractor or its service provider's operations or reputation (and shall not perform any activities that are illegal, fraudulent or may result in any of the foregoing); or (v) includes unsolicited bulk e-mails, or other messages, promotions, advertisements or solicitations ("spam") and City shall not alter or obscure mail headers or assume a sender's identity without the sender's explicit permission.

f. City shall not interfere with, attempt to gain unauthorized access to, work around any technical limitations in the Software Services that allow City to use it in certain ways, or disrupt or violate the security or integrity of any device, computer, communication system, software application, network, account, data, the Software Services or networks connected to the system used to provide the Software Services or use the Software Services in any way that would provide harm to it or impair anyone else's use of it, and City may not download or otherwise remove copies of software or source code from the Software Services except as explicitly authorized. Examples include, without limitation, attempting to probe scan, or test the vulnerability of a system or breach any security or authentication measures used by a system, monitoring of data or traffic on a system without permission, falsification of origin, forging TCP-IP packet headers, e-mail headers, or any part of message describing its origin or route (use of aliases and anonymous remailers are not prohibited by this provision). Additional prohibited activities include:

    i. Monitoring or Crawling. Unauthorized monitoring or crawling of a system that impairs or disrupts the system being monitored or crawled.
    ii. Denial of Service (DoS). Inundating a target with communications requests so the target either cannot respond to legitimate traffic or responds so slowly that it becomes ineffective.
    iii. Intentional Interference. Interfering with the proper functioning of any system, including any deliberate attempt to overload a system by mail bombing, news bombing, broadcast attacks, or flooding techniques.
    iv. Operation of Certain Network Software Services. Operating network Software Services like open proxies, open mail relays, or open recursive domain name servers
    v. Avoiding System Restrictions. Using manual or electronic means to avoid any use limitations placed on a system, such as access and storage restrictions.

g. City shall not use the Software Services in any situation where failure of the Services

could lead to death or serious bodily injury to any person, or to severe physical or environmental damage.

h. City will not access the Software Services in a way intended to avoid incurring fees or exceeding usage limits or quotas, including but not limited to the Data Storage Limit.
i. Storage and retention of Data shall be for the time periods set forth in Schedule A of the Agreement (or as otherwise mutually agreed).
j. The storage and retention of Data is subject to the Data Storage Limit based on the amount of Data Storage Fees paid for by City.
k. The export and download of Data is subject to the Data Export Limit based on the amount of Data Export Fees paid for by City.
l. Contractor may immediately suspend, restrict or limit City's access to all or any portion of the Software Services if Contractor reasonably determines:
    i. That City's or any of its Users' has engaged in or is likely to engage in any prohibited conduct described herein and such conduct:
        a. poses a security risk to the Software Service or any third party,
        b. poses any risk of any kind or nature to Contractor's or its service provider's business or other customers;
        c. could adversely impact Contractor's or its service provider's systems, network, the Software Services or the systems or data of any other customer,
        d. could subject Contractor, its service provider or their respective affiliates or any third party to liability, or
        e. could be fraudulent;
    ii. City is in breach of its payment obligations for the Annual Subscription Fees.

Contractor **will** use reasonable efforts to notify City of the suspension, restriction or limitation to city's access to the Software Services unless Contractor reasonably believes that an immediate suspension is required and **will** restore City's access to the Service after Contractor has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Contractor reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of City in connection with its use of the Software Services that Contractor determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Contractor or its service provider's network, business or other customers. In the event that Contractor suspends City's right to access or use all or any portion of the Software Services, City remains responsible for all Fees incurred during the period of suspension and will not be entitled to any service credits (if applicable under Exhibit "C" to this Agreement or otherwise) for any period of suspension.

10. **Third Party Components**. City acknowledges that in order to provide the Services, Contractor may be required to purchase access to Third Party Components. City agrees to comply with and be bound by the additional terms and conditions applicable to Third Party Components set out in Exhibit "D" to this Agreement. City further acknowledges that the availability of such Third Party Components is based solely on the best information available to Contractor and its service providers as of the date hereof including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Contractor to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Contractor's control, then (a) Contractor shall not be in breach hereof or otherwise liable for any failure or inability to provide the Services as a result of such unavailability of any Third Party Components; and (b) Contractor may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the such unavailability of Third Party Components. If any of the terms and conditions of Contractor's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, Contractor may modify the terms and conditions of this Agreement effective immediately upon written notice to City. Notwithstanding the foregoing, in event that Contractor is unable to provide the Services as a result of the unavailability of Third Party Components OR City is either unwilling or unable to agree to modifications or changes made to the terms and conditions of this Agreement or the additional terms and conditions of Third Party Components pursuant to this provision, City shall have the right to terminate this Agreement immediately upon written notice to Contractor without liability to Contractor, except that City shall remain obligated to pay for fees incurred as of date of termination less any credits owed by Contractor.

~~11. Contractor currently uses specific service provider(s) identified in this Agreement and its attachment that act(s) both as a hosting facility and provides additional third-party software support to Contractor. City acknowledges that Contractor may change the third-party service provider(s) at any time with notice to the City. The City further acknowledges that the third-party service provider may require that the City agree to certain additional terms in order for Contractor to allow City and its Users to have access to the Software on the third-party provider's hosting platform. Contractor may, from time to time, alter the hosting facility service provider by providing notice to the City. Where a different third-party provider provides such services then alternate policies and terms will apply to City's use of the Software Services which terms the City will need agree with as a condition precedent of using the Software Services from a time provided by Contractor to the City. Lastly, if the City~~

~~requires information related to the third- party provider's capabilities, accreditations, and other information regarding a third party provider, the City must request such information directly from Contractor. Contractor will make diligent efforts to request that the third party provider provide such information for the City but ultimately, Contractor is not obligated to provide any such information to the City either (i) where the third party provider refuses to provide the information to Contractor or (ii) where the City refuses to agree to terms that the third party provider has requested from the City prior to providing the information either directly or indirectly through Contractor (such terms, for example, an NOA).~~

~~12. City agrees to notify Contractor in advance of seeking legal action directly against a third-party provider in respect of an issue related to the Software Services.~~

Advanced Sole Source_08052024

Final Audit Report 2024-08-07

Created:	2024-08-06
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1TzJD5j8m2bGdo2yQOwwGpVD_s61U2qZ

"Advanced Sole Source_08052024" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-08-06 - 10:49:00 PM GMT- IP address: 63.232.20.2

Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-08-06 - 10:51:32 PM GMT

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-08-07 - 3:17:23 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-08-07 - 3:17:23 PM GMT

Powered by Adobe Acrobat Sign

MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Thursday, September 12, 2024 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #50-M0087-24-CP329 - 30 Days

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.

Your Sole Source **#50-M0087-24-CP329** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does ***not*** mean your contractor can begin work. It ***only*** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

$ASSIGNEDNAME$

$ASSIGNEDEMAIL$

EDWARDS, JAMES W.

From: MONROE, CARLA D.
Sent: Monday, August 19, 2024 10:29 AM
To: JIMENEZ, NANCY L.
Subject: FW: Advanced CIS Board Package

Carla Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Thursday, June 27, 2024 7:10 PM
To: MONROE, CARLA D. <cdmonroe@santafenm.gov>
Cc: MIERA, KRISTY A. <kamiera@santafenm.gov>; LOVATO, JOANN D. <jdlovato@santafenm.gov>; MARTINEZ, MARCOS D. <mdmartinez@santafenm.gov>
Subject: RE: Advanced CIS Board Package

Carla, after further consideration, the SPD One Penny memo, and discussion in this afternoon's meeting, I determine this SOW to be General.

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

From: DUTTON-LEYDA, TRAVIS K.
Sent: Monday, June 24, 2024 8:28 AM
To: MONROE, CARLA D. <cdmonroe@santafenm.gov>
Cc: MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: RE: Advanced CIS Board Package

Greetings,

The scope of work as written would be Professional Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If any of your request include anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed.
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Review the pages linked below to determine whether any of the existing price agreements/contracts or cooperative agreements are applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: MONROE, CARLA D. <cdmonroe@santafenm.gov>
Sent: Thursday, June 20, 2024 11:11 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Cc: MIERA, KRISTY A. <kamiera@santafenm.gov>
Subject: FW: Advanced CIS Board Package
Importance: High

Hi Travis,

Please see the attached documents from Advanced. I am trying to get a written determination to go forward with the soul source.

Thanks,

Carla Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.gov

Hi Travis,

Please see the attached documents from Advanced. I am trying to get a written determination to go forward with the soul source.

Thanks,

Carla Monroe
Program Manager- Contractor
Public Utilities
505-504-8240
cdmonroe@santafenm.govblic Utilities
505-504-8240
cdmonroe@santafenm.gov

From: Sean Sykes <ssykes@advancedutility.com>
Sent: Friday, June 14, 2024 7:24 PM
To: MONROE, CARLA D. <cdmonroe@santafenm.gov>; Stanley Lawrence <SLawrence@advancedutility.com>
Cc: Mark Wilkinson <MWilkinson@advancedutility.com>
Subject: Advanced CIS Board Package

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 Carla,

Attached is a copy of the Santa Fe Purchase Agreement, Chandler Agreement and Statement of Work for the Santa Fe implementation, signed by our CFO. It's ready for submission to your board package.

We're almost there!!

Sean

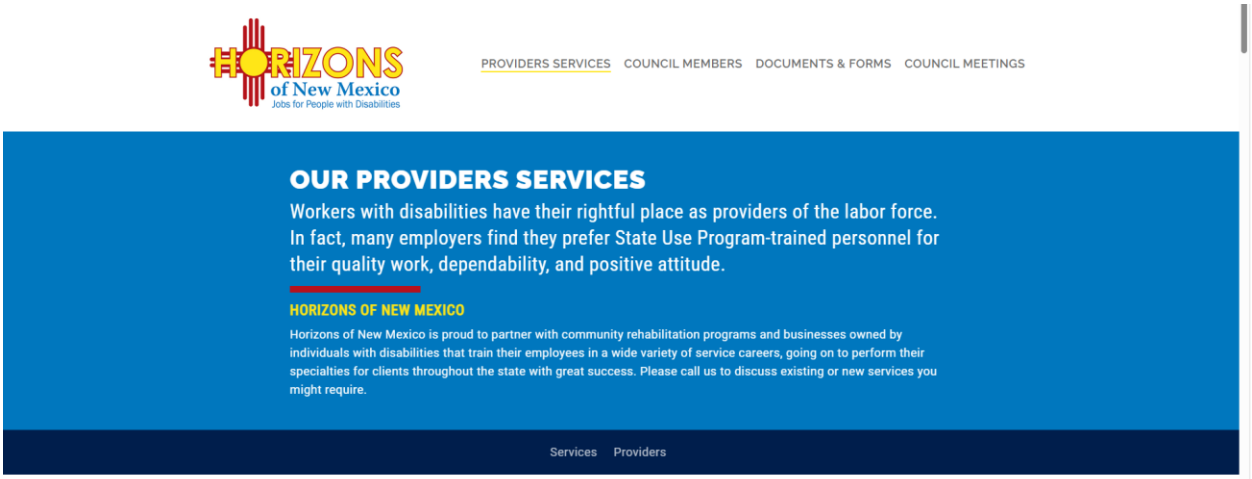
Sean Sykes
Senior Vice President, Business Development & Customer Success
P: +1 613-519-8976
M: 613-240-8668
F: 613-226-3377
E: ssykes@advancedutility.com

ADVANCED UTILITY SYSTEMS
A division of HARRIS

8133 Warden Ave., Suite 700
Markham, ON
L6G 1B3
www.advancedutility.com

This message has been sent on behalf of a company that is part of the Harris Operating Group of Constellation Software Inc.
If you prefer not to be contacted by Harris Operating Group please notify us.

Advanced Utility Billing isa Sole Source and the vendor and system are not prided by Horizons.



APPROVED SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

If you do not see a service listed below that you are interested in providing, please contact Horizons of New Mexico to discuss its possible addition.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Printing and Mailing
- Botanical Services
- Call Center Services
- Clerical Data Entry
- Computer Refurbishing

EXCLUDED SERVICES

The service categories below have been deemed unsuitable under the State Use Act by the New Mexico Council for Purchasing from Persons with Disabilities.

- Architects
- Employment Support Services
- Landscape Architects
- Remediation – Wall Repair
- Lawyer Services
- Survey Services
- Surveyors

PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico

- Clerical Data Entry
- Computer Refurbishing

- Courier Services
- Debris Removal
- Decontamination, Sanitation, and Sterilization Services
- Dishwashing Services
- Document Imaging Services
- Document Destruction
- Envelope Stuffing
- Event Planning
- General Labor
- Greeting Services

PERMISSIVE SERVICES

The service categories below have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico Providers are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Administrative Reports
- Archeologists
- Certified Public Accountants
- Corporate and Personal Background Checks
- General Accounting
- Graphic Design

- Hard Drive Destruction
- Janitorial and Housekeeping Services
- Kit Assembling
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Moving Services
- Pest Control and Extermination Services
- Plant Rental Services
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT – Project Management
- IT Security Services
- IT Support
- IT – Web Design
- IT – Web Programmer
- Marketing
- Private Investigation Services
- Public Relations

- Printing Services
- Receptionist, Filing and Clerical Services
- Recycling Services
- Rest Area Maintenance
- Screen Printing
- Shelf Stocking and Restocking
- Transcription Services
- Transportation
- Vehicle Washing
- Wildlife Services Management
- Yard, Grounds, and Lawn Maintenance
- Social Media Marketing
- Training Services

Memo_Advanced Utilty Systems_09192024 1

Final Audit Report 2024-09-23

Created:	2024-09-23
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhS5w6Q12ie7af33W_sRFJYE2ETr_t7fF

"Memo_Advanced Utilty Systems_09192024 1" History

Document created by JAMES EDWARDS (jwedwards@santafenm.gov)
2024-09-23 - 5:18:41 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-23 - 5:35:12 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-23 - 6:44:37 PM GMT- IP address: 104.47.65.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-23 - 6:44:59 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-09-23 - 6:45:08 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-09-23 - 6:46:54 PM GMT- IP address: 63.232.20.2

Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)
Signature Date: 2024-09-23 - 6:49:21 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-23 - 6:49:28 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-09-23 - 7:10:34 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-23 - 8:11:52 PM GMT - Time Source: server- IP address: 63.232.20.2

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Document emailed to Eric Candelaria (edcandelaria@santafenm.gov) for signature

2024-09-23 - 8:11:58 PM GMT

Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)

2024-09-23 - 9:08:39 PM GMT- IP address: 104.47.64.254

Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)

Signature Date: 2024-09-23 - 9:11:05 PM GMT - Time Source: server- IP address: 8.53.94.19

Document emailed to John Dupuis (jedupuis@santafenm.gov) for signature

2024-09-23 - 9:11:09 PM GMT

Document e-signed by John Dupuis (jedupuis@santafenm.gov)

Signature Date: 2024-09-23 - 9:21:32 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.

2024-09-23 - 9:21:32 PM GMT

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Acrobat Sign

City of Santa Fe, New Mexico
Memorandum

DATE: **August 23, 2024**

TO: **Governing Body**
Finance Committee
Quality of Life

FROM: **Randy Randall, TSF Executive Director/Interim CD Director** Randy Randall (Sep 11, 2024 13:25 MDT)

ITEM AND ISSUE:
Request for the Approval of Amendment One of Item #22-0360 for a Contract Total Amount of $545,000 for TSF Public Relations Services for the full term of the contract FY23 – FY27; Lou Hammond; Randy Randall, rrandall@santafenm.gov. 505955-6209.

COMMITTEE REVIEW:
Quality of Life 9/18/2024
Finance 9/23/2024
Governing Body 9/25/2024

BACKGROUND AND SUMMARY:
Lou Hammond provides the public relations services to Tourism Santa Fe through RFP 22/37/P for Term FY23 - FY27. This amendment one request is to increase the compensation by $5,000 per year for the remainder of the term (FY25-FY27) to account for inflationary costs and travel expense.

PROCUREMENT METHOD:
RFP #22/37/P

CONTRACT NUMBER:
3203513

FUNDING SOURCE:
FY25 funding source is $5,000
Fund Name/Number: Lodgers Tax Fund/Fund 213
Munis Org Name/Number: Visit Santa Fe/2130521
Munis Object Name/Number: Service Contracts/510310

ACTION REQUESTED:
TOURISM Santa Fe respectfully requests your review and approval.

Item#_____
Munis Contract# 3203513
Original Contract Item#22-0360
RFP #:22/37/P

CITY OF SANTA FE
AMENDMENT No.1 TO
Professional Services Contract
ITEM#22-0360

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE Professional Services CONTRACT, dated July 28, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Lou Hammond Group (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 Contract, Contractor has agreed to provide the City with a National Public Relations strategy .

B. Pursuant to Article 13 of the Contract, 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. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of Fifteen Thousand Dollars ($15,000.00) so that Article 2, paragraph A reads in its entirety as follows:
The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses., shall not exceed Five Hundred Forty-Five Thousand Dollars ($545,000.00) for the term of this Agreement.

2. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR:
Lou Hammond Group

Lou Hammond
Lou Hammond (Aug 22, 2024 10:47 EDT)
LOU HAMMOND, CHARMAN/FOUNDER

DATE: Aug 22, 2024
CRS#03-294385-00-7

Registration #227318

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Aug 22, 2024 08:50 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

ALEXIS LOTERO (Aug 27, 2024 11:54 MDT)
EMILY OSTER, FINANCE DIRECTOR

Item# 22-0360
Munis Contract# _____

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Lou Hammond Group**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to NMSA 1978, § 13-1-95.2.E; and NMSA 1978, § 13-1-111.

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

WHEREAS, the Contractor does hereby accept its designation as a Public Relations firm for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of four years, as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.
The Contractor shall provide the following services-for the City:

Strategy:

A. Collaborate with Tourism Santa Fe (TSF) to develop a multi-year National Public Relations strategy that will:
   1) integrate TSF's public relations with paid and owned media plans;
   2) organically inspire targeted journalists and influencers;
   3) forge strong, positive relations with journalists, editors and producers;
   4) optimize digital branded content and trends with TSF's available creative assets; and

5) be updated on an annual basis, or as requested by TSF, to improve key performance metrics and apply the latest media relations trends, key lessons learned, and databased assessments.

B. Through a storytelling approach, develop compelling key messaging that personifies Santa Fe's brand platform – *cultural courage* – and secure third-party validation of the brand promise.

C. Actively and regularly participate in marketing strategy and marketing campaign team sessions with TSF to provide recommendations and glean public relations opportunities, as directed by TSF.

D. Propose an annual action plan incorporating an editorial pitching calendar and other scheduled media relations tactics, including but not limited to, media missions, familiarization tours, and public relations campaigns.

E. Incorporate the following strategic principles:

1) Embed The City Different's *Brand Beliefs and Traits* into the public relations strategic framework.

2) Integrate TSF paid and owned marketing strategies, as well as optimize branded content.

3) Propose, develop, utilize and pitch evergreen content to leverage current events and HARO (Help a Reporter Out) for increased earned media, as appropriate.

4) While considering TSF's media mix, target audiences, and creative development, assess and prioritize national, regional and interest-based media to realize public relations potential.

5) Maximize earned media opportunities unique to Santa Fe. Some examples may include:

a) Significant tourism product centennials/anniversaries/milestones;

b) Native American Art and Culture year-round offerings and seasonal annual events;

c) Outdoor recreation offerings and spa/wellness offerings.

Media Relations:

A. Draft pitches, press releases and other communication pieces as agreed upon and approved by TSF, incorporating branded content as appropriate.

B. Manage distribution of communication pieces and track media relations activity; improve back-linking and other SEO (Search Engine Optimization) efforts.

C. Make recommendations to showcase top-tier earned media for owned consumer-facing digital platforms.

D. Forge new and steward existing media relations in collaboration with TSF.

E. Coordinate with TSF to communicate with influencers, journalists, editors, and producers to develop relationships and inspire coverage through social media and other digital engagement platforms.

F. Secure quality earned media impressions to strengthen Santa Fe's positioning amongst competitor markets.

G. Execute public relations tactics and collaborate with tourism industry partners as agreed upon with TSF, including but not limited to, media missions, familiarization tours, and public relations campaigns.
H. Coordinate and assist with all individual and group media familiarization tours. This includes:
    1) Developing target media list,
    2) Recruiting media participants who will deliver coverage in top tier national and regional publications with extraordinarily high circulation,
    3) Designing invitations,
    4) Managing responses and communications with participants,
    5) Making flight/transportation arrangements, and
    6) Preparing a press trip itinerary for participants.
I. Coordinate and schedule media desk side tour appointments in various U.S. cities/media markets for TSF Staff. On occasion agency may be asked to accompany TSF Staff on appointments.
J. In collaboration with TSF, develop a HARO query plan to optimize TSF's utilization of HARO keyword inquiries and support pitching efforts to HARO regularly.

Reporting & Performance Measures:

A. Propose incremental annual goals and key performance indicators, to include impressions and value, positive sentiment, search engine optimization, share of voice, media quality score, and conversion metrics.
B. Provide ongoing strategic recommendations established from monthly and quarterly metrics and analytics assessment.
C. Track and report all articles developed and assisted by TSF. Deliver a monthly media coverage report that would include the following for each piece of coverage:
    1) publication name,
    2) clip/copy of coverage,
    3) publication date,
    4) electronic link to coverage (if available), and
    5) media value and circulation or impressions.
D. Provide monthly reports on all media assistance, communications, contacts and results from pitch communications and press releases on behalf of TSF.
E. TSF may request custom reporting as necessary throughout the contract term.

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

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

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily performed BASED UPON DELIVERABLES, such compensation not to exceed five hundred thirty thousand dollars ($530,000), excluding gross receipts tax. **The total amount payable to the Contractor under this Agreement, excluding gross receipts tax and expenses, shall not exceed $530,000. 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.**

Payment shall be rendered as follows:

1) ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000) in FY23.
2) ONE HUNDRED THIRTY-ONE THOUSAND DOLLARS ($131,000) in FY24.
3) ONE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($137,000) in FY25.
4 ONE HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($137,000) in FY26.

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. Payment in future fiscal years 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 fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. 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, 2026,** unless terminated pursuant to paragraph

4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

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. Entire Agreement.

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

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 NMSA 1978, sec. 38-3-2 . 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.

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

B. Broader Coverage and Limits. The insurance requirements under this 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.

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, 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.

23. 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.

24. 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.

25. 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.

26. 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: [Jordan Guenther, 201 W. Marcy Street, Santa Fe, NM 87501 and jguenther@santafenm.gov]

To the Contractor: [Lou Hammond, Lou Hammond Group, 145 King Street, Suite 411, Charleston, SC, 29401].

27. 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.

28. 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.

29. Non-Collusion.

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

30. Default/Breach.

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

31. Equitable Remedies.

The 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. The 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 the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of

the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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: Jul 28, 2022

CONTRACTOR:

Lou Hammond
Lou Hammond (Jun 27, 2022 15:43 EDT)

LOU HAMMOND, CHAIRMAN/FOUNDER

DATE: Jun 27, 2022

CRS#: 03-294385-00-7
Santa Fe Business License # 227318

ATTEST:

KRISTINE BUSTOS MIHELCIC, CITY CLERK
GB MTG 07/27/2022

CITY ATTORNEY'S OFFICE:

ERIN K. McSHERRY, CITY ATTORNEY

APPROVED FOR FINANCES:

Alexis Lotero
Alexis Lotero (Jul 28, 2022 15:59 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

VSF, Service Contracts/2130521.510310

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Lou Hammond Group

Procurement/contract Title: TSF Public Relations

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐
Cooperative ☒Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: 13-1-98
☐Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: TOURISM Santa Fe Staff Name:Shirley Spencer

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A	
☒	☐	Written Determination (srvs)
☒	☐	RFP - Confidential info to be provided to GB by CPD Buyer
☐	☒	ITB (include bid tab)
☐	☒	Other: _____
☐	☒	Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid dat page, and items to be purchased)
☐	☒	Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)
☒	☐	Summary of Contract (only on contracts)
☒	☐	Current Santa Fe Business Registration (or Exemption if no tax)
☐	☒	Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)
☐	☒	Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)
☐	☒	Evaluation Committee Report (RFPs only)
☐	☒	Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email
☒	☐	>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)

YES	N/A	
☐	☒	Quote(s) (3 Valid & Current for Over 20k)
☐	☒	BAR
☐	☒	FIR
☒	☐	Certificate of Insurance (srvs)

Shirley Spencer — Admin Mgr. — 8/23/2024
Department Point of Contact — Title — Date

Randy Randall (Aug 23, 2024 13:03 MDT) — 08/23/24
Department Director — Date

Aug 26, 2024
Chief Procurement Officer — Date

ITT Representative — Title — Date

CoSF — Version 3 12.1.2023

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3203513 Procurement # (RFP/ITB# If any):

Contractor: Lou Hammond Group

Procurement Method/Vehicle: Small Purchase ☐ RFP ☑ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐ SWPA/Existing ☐

Description/Title: TSF Public Relations

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☒

Term Start Date: July 28, 2022 Term End Date: June 30, 2026 Total Contract Amount: 545,000

☐ Approved by Council *(If over the City Manager's approval threshold you must go through GB)*

Contract / Lease:

1.b Amendment #: One to the Original Contract/Lease # 22-0360

Increase/(Decrease) Amount $: Increase by $15,000 per year (FY25, FY26 & FY27)

Extend Expiration Date to:

☐ Approved by Council *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)* Date:

Amendment is for:

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

22-0360 530,000 Term: FY23-FY27
Amend One Pending

3. Procurement History:

Purchasing Officer Review: Aug 26, 2024 Date:

Comment & Exceptions:

4. Funding Source: VSF/Service Contracts (FY25 $5,000) **Org / Object:** 2130521.510310

Budget Officer Approval: Andy Hopkins Aug 23, 2024 Date:

Comment & Exceptions:

5. Grant History (if applicable):

Grants Administrator Approval: Date

Staff Contact who Completed This Form: Shirley Spencer Phone #: 6208

To be recorded by City Clerk:
Clerk #
Date of Execution:

Email: sjspencer@santafenm.gov

ITT Representative (attesting that all information is reviewed) Title Date

The City of Santa Fe
AND
TOURISM Santa Fe (TSF)

REQUEST FOR PROPOSALS (RFP)

Santa Fe Communications/Public Relations Contract for TOURISM Santa Fe

RFP#
22/37/P

RFP Release Date: **4/1/22**

Proposal Due Date: **5/11/22**

ELECTRONIC-ONLY PROPOSAL SUBMISSION

From: GUENTHER, JORDAN
To: SPENCER, SHIRLEY J.
Subject: FW: [DETERMINATION REQUESTED] Santa Fe Public Relations SOW for Contract- FD 2/25/22
Date: Wednesday, August 14, 2024 3:43:24 PM
Attachments: Public Relations SOW_FY23_DRAFT.docx
Electronic_Only_RFP_Template_Version4.1_.13_.22_.docx
image001.png
image002.png

I think this may be it??

From: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>
Date: Friday, February 25, 2022 at 1:23 PM
To: GUENTHER, JORDAN <jguenther@santafenm.gov>, HERRERA, RAYMOND R. <rrherrera@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>, HUDSON, JOANNE G. <jghudson@santafenm.gov>, ROMERO, VALERIE E. <veromero@santafenm.gov>
Subject: RE: [DETERMINATION REQUESTED] Santa Fe Public Relations SOW for Contract- FD 2/25/22

Good afternoon Jordan,

The attached SOW "*Public Relations Consultants to assist Tourism Santa Fe in further Defining & Meeting the City's Tourism Promotion Goals*" has been determined "**professional services**" and shall be procured as RFP.

Yes the lasted RFP template is attached. Thank you!

Fran Dunaway, CNMB, CPO

Chief Procurement Officer
Finance Department/Procurement Division
City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87501
Office Phone: (505) 955-6432
Cell Phone: (505) 795-2016
fadunaway@santafenm.gov

"There are few things wholly evil or wholly good. Almost everything, especially of governmental policy, is an inseparable compound of the two, so that our best judgment of the preponderance between them is continually demanded." A. Lincoln

From: GUENTHER, JORDAN <jguenther@santafenm.gov>
Sent: Wednesday, February 23, 2022 12:42 PM
To: DUNAWAY, FRANCES A. <fadunaway@santafenm.gov>; HERRERA, RAYMOND R. <rrherrera@santafenm.gov>
Cc: RANDALL, RANDY <rrandall@santafenm.gov>; HUDSON, JOANNE G. <jghudson@santafenm.gov>; ROMERO, VALERIE E. <veromero@santafenm.gov>
Subject: [DETERMINATION REQUESTED] Santa Fe Public Relations SOW for Contract

Hello Fran,

We're currently in the fourth and final year in our contract with our Public Relations Agency so I'd like to get a jumpstart on the RFP process for FY23.

I've attached the Draft SOW that I'd like to use to build out the RFP, but I wanted to first make sure that I sent your way for final determination on process. Annually, this contract is budgeted for $120,000 - $130,000 and I'd like to issue the new contract for 4 years.

I've also attached what I believe to be the most up-to-date RFP template. Can you confirm that this is correct, please?

Thanks a bunch!!

Jordan Guenther
Director Of Marketing
TOURISM Santa Fe

Santa Fe
THE CITY DIFFERENT

+1 505 309 1194
jguenther@santafenm.gov
201W. Marcy Street, Santa Fe, NM 87501
www.santafe.org

VIEW CARD

Created with hihello.me

City of Santa Fe

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

BUSINESS REGISTRATION

Business Name: LOU HAMMOND & ASSOCIATES INC
DBA: LOU HAMMOND & ASSOCIATES INC

Business Location: 900 3RD AVE STE 200
NEW YORK , NY 10022

CRS Number: 03294385007

Owner: LOU HAMMOND

License Number: 227318

License Type: Business License - Renewable

Issued Date: August 09, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: August 09, 2025

Fees Paid: $10.00

LOU HAMMOND & ASSOCIATES INC
900 3RD AVE STE 200
NEW YORK, NY 10022

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/24/2024

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 Marsh & McLennan Agency LLC 100 Brigade Street, 2nd Floor Charleston SC 29403	CONTACT NAME: PHONE (A/C, No, Ext): 843-725-1930 FAX (A/C, No): E-MAIL ADDRESS: certificates@MarshMMA.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Hartford Underwriters Insurance Company — 30104
INSURED LOUHAMMOND Lou Hammond and Associates, Inc. 145 King Street Ste 411 Charleston SC 29401	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1402090572 **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			22SBABH6DFE	7/12/2024	7/12/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ Excluded
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						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			22SBABH6DFE	7/12/2024	7/12/2025	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/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	EPLI			22SBABH6DFE	7/12/2024	7/12/2025	Each Claim Limit Aggregate Limit	25,000 25,000

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

CERTIFICATE HOLDER

City of Sante Fe
Conventions & Visitors Bureau
201 West Mercy St.
Sante Fe NM 87501

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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CITY OF SANTA FE

Date: September 12, 2024

To: Mayor Alan Webber and Governing Body
Finance Committee

Via: Emily Oster, Finance Director Emily K. Oster
Travis Dutton-Leyda, CPO

From: Kimberly Silva, Accounting Supervisor

Subject: **Award of ITB 25000 – Armored Vehicle Services**

Vendor Name: **LL&D, Inc. dba Respond New Mexico**

Vendor Number: **10680**

ITEM AND ISSUE:

The Finance Department/Treasury Division respectfully requests your review and approval of the agreement between the City of Santa Fe and LL&D Inc. dba Respond NM. Request for the Approval of Armored Vehicle Services in the total amount of $795,000.00 including tax, for a term of ten (10) years. This amount allows for the regularly scheduled, special, and holiday pickups for 12 locations. The contract will also allow for the expansion and reduction of locations based on the City's needs.

Department Contact: Kimberly Silva, Accounting Supervisor, kmsilva@santafenm.gov 505-316-8820

Action Requested: Approval of the agreement between the City of Santa Fe and LL&D Inc. dba Respond NM.

BACKGROUND AND SUMMARY:
The City of Santa Fe currently utilizes Loomis for cash pickups at 12 locations. Presently, we are operating under a month-to-month arrangement with Loomis.

The Finance Department is requesting approval of a contract for armored vehicle services. This contract will ensure the secure transportation of cash and eliminate the risk of increased fees. Additionally, it will safeguard the City's assets and ensure compliance with the 24-hour deposit rule.

PROCUREMENT METHOD:
ITB #25000

Chief Procurement Officer Approval: _____ **Date:** Sep 17, 2024
Comment/Exceptions: NMSA 1978, Sections 13-1-103 and 13-1-125

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is **TBD**

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

Fund	Munis Org	Munis Object	Fund Title	Location
100	1000151	510310	General	City Hall
100	1000310	510310	General	Police
100	1004200	510310	General	Fort Marcy
550	5500261	510310	Genoveva Chavez Community Center	GCCC
100	1002700	510310	General	Municipal Court
535	5350451	510310	Parking	Parking
535	5350457	510310	Parking	Parking Coin
100	1004200	510310	General	Salvador Perez
810	8100851	510310	SF Solid Waste Mgmt Agency	SWAMA
810	8100852	510310	SF Solid Waste Mgmt Agency	Transfer Station
540	5400091	510310	Transit Bus System	Transit
511	5110354	510310	Utilities Administration	Utility Billing

Budget Officer Approval: Andy Hopkins **Date:** Sep 17, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Department Approvals:
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**

ATTACHMENTS:
General Services Contract
Certificate of Liability Insurance
ITB Amendments
ITB
Vendor's bid
CPO Determination
Horizons' Declination

RESPNEW-01 MKATS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2024

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PRODUCER	CONTACT NAME: Chassidy Chavez	
HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110	PHONE (A/C, No, Ext): (505) 348-1823	FAX (A/C, No): (866) 487-3972
	E-MAIL ADDRESS: chassidy.chavez@hubinternational.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Respond New Mexico PO Box 35963 Albuquerque, NM 87176	INSURER A : Champlain Specialty Insurance Company	
	INSURER B : National Indemnity Company	20087
	INSURER C : New Mexico Employer's Assurance Company	13674
	INSURER D : Acceptance Insurance Company	37958
	INSURER E : National Fire & Marine	20079
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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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: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER			CSSE-CGL-0001451-02	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			70TRB005285	12/31/2023	12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			CSSE-CEL-0001455-02	12/31/2023	12/31/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		6613.132	1/1/2024	1/1/2025	[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
D	Commercial Umbrella			EMM0002084 00	12/31/2023	12/31/2024	2nd Layer Occurrence	4,000,000
E	Commercial Umbrella			72XAB009702	12/31/2023	12/31/2024	Excess Liab - Auto	4,000,000

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

CERTIFICATE HOLDER

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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CITY OF SANTA FE

Finance Department

INVITATION TO BID

ITB # 25000

Amendment #2

Amendment Issue Date: August 29, 2024

Title: Armored Vehicle Service

BID DUE DATE AND TIME: September 5, 2024 @ 2:00 pm **Mountain Time**

ELECTRONIC-ONLY PROPOSAL SUBMISSION

-

Armored Vehicle Service

ITB# 25000

Amendment # 2

This Amendment is issued to correct the following:

Add bid price schedule. Please see the attached.

Please acknowledge receipt of this AMENDMENT with your ITB.

It shall be the responsibility of interested bidders to adhere to any changes or revisions to the ITB as identified in this Amendment No. 2.

END: Amendment #2

CITY OF SANTA FE

Public Works

INVITATION TO BID

ITB # 25000

Amendment One

Amendment Issue Date: August 28, 2024

Title: Armored Vehicle Service

BID DUE DATE AND TIME: September 5, 2024 @ 2:00 pm ***Mountain Time***

-

Armored Vehicle Service

ITB# 25000

Amendment # One

This Amendment is issued to extend bidding opening date. It been set for September 5, 2024, 05:00PM Mountain Time (US and Canada).

Correct deadline to submit written questions:

From: August 28, 2024, 09:00 PM Mountain Time (US and Canada)
To: September 5, 2024, 05:00PM Mountain Time (US and Canada)

Please see the attached

Please acknowledge receipt of this AMENDMENT with your bid.

It shall be the responsibility of interested bidders to adhere to all changes and revisions to the ITB as identified in this amendment.

END: Amendment #1

City Of Santa Fe, Central Purchasing Division (CPD)

INVITATION TO BID (ITB)

[Armored Vehicle Service]

ITB # [25000]

NIGP Commodity Code: [25788, 99010, 99046]

Bid Due Date and Time: [August 28, 2024 2:00PM MST/MDT]

Bidder MUST complete as applicable and sign the following for their bid to be valid (type or print clearly). Electronic submittals through Munis Bid Central are considered electronically submitted once status changes from draft to submitted.

Company Name: _____ Address: _____
dba (if applicable): _____ _____
Co. Email: _____ _____
Co. Phone No.: _____
NM Gross Receipts Tax # (NMBTIN): _____ Federal Tax ID #: _____

Payment terms: typically, Net 30 and Net 21 for construction. Discount provided if paid earlier than 30 days: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the ITB.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: _____ Print or type name: _____
Signatory Email: _____ Phone No: _____

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):
Amendment No.: ____ Dated: _____ Amendment No.: ____ Dated: _____

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

TERMS AND CONDITIONS

(Unless otherwise specified)

1. **General:** When the City of Santa Fe's Chief Procurement Officer (CPO) or designee approves a purchase document in response to the ITB, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **City Furnished Property:** City furnished property shall be returned to the City upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
4. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
5. **Inspection:** Final inspection and acceptance will be made at the destination. Tangible Personal Property (goods) rejected at the destination for nonconformance with specifications shall be removed at the Contractor's risk and expense, promptly after notice of rejection.
6. **Commercial Warranty:** The Contractor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. **Contractor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
7. **Taxes:** Price shall not include State gross receipts tax or local option tax. Such tax or taxes shall be added at time of invoicing at current rate and shown as a separate item to be paid by the Requesting Department.
8. **Packing, Shipping, and Invoicing:** The Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the Requesting Department may place with the Contractor during the term. Delivery shall be made as indicated by the Requesting Department. If contractor is unable to meet stated delivery the Requesting Department must be notified. Freight/shipping costs shall be prepaid by the vendor, added at time of invoicing, and shown as a separate line item to be paid by user. Using agency shall only pay exact courier costs, without a markup.
    A. The City's Purchase Order/Contract number and the Contractor's name, Requesting Department's name and location shall be shown on each packing and delivery ticket, package, bill of lading, and other correspondence in connection with the shipments. The Requesting Department's count will be accepted by the Contractor as final and conclusive on all shipments not accompanied by packing tickets.
    B. The Contractor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each complete shipment.
    C. Invoices must be submitted to the Requesting Department and NOT to CPD.
9. **Non-Collusion:** In signing this ITB and/or submitting electronically, the Contractor certifies they have not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with the bid submitted to CPD.
10. **Default:** The City reserves the right to cancel all or any part of this order without cost to the City, if the Contractor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor, such causes include but are not restricted to, acts of God or the public enemy, acts of the City, State, or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

11. **Nondiscrimination:** Contractor doing business with the City must follow the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

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

13. **Payment Provisions: All payments under this Contract are subject to the following provisions.**

A. **Acceptance** - In accordance with Section NMSA 1978, Section 13-1-158, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.

B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

14. **Items:** All bid items are to be NEW and of most current production, unless otherwise specified.

15. **Workers' Compensation:** The Contractor agrees to comply with State laws and rules pertaining to Workers' Compensation benefits for their employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

16. **Contractor Personnel**: Personnel proposed in the Contractor's written bid to the Requesting Department are considered material to any work performed under this Contract. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Requesting Department. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Requesting Department shall retain the right to request the removal of any of the Contractor's personnel at any time.

17. **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 Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the Requesting Department and the City. The Requesting Department shall have the right to audit billings, both before and after payment. Payment for services under this Contract shall not foreclose the right of the Requesting Department to recover excessive or illegal payments.

18. **Subcontracts:** The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

IMPORTANT BIDDING INFORMATION:

ITB Access and Bid Submission:

Solicitation packets are available in Bid Central through VSS, see the link below to gain access.
(On the Bid page, click on "Search," to find the ITB. Anyone may view the ITB without logging in, however, you must be a registered vendor and logged in, to "Create Bid.")

To register, follow the Vendor Self Service (VSS) link below. Please ensure your registration profile at minimum, has the commodity codes listed on the ITB. It is your responsibility to keep your profile up to date based on the products and services your company provides.

VSS: https://cityofsantafenmvendors.munisselfservice.com/Vendors/default.aspx

It is the Bidder's responsibility to ensure all documents are completely uploaded and submitted electronically via Munis Bid Central (link below) by the Bid due date and time. Such submissions will be considered sealed. Bidders must ensure their bids are correct, accurate, and correspond with any amendments before submission. Complete and submit all required documents, including specifications, supporting materials, certificates, pricing, etc., through Bid Central as per instructions to form a complete, responsive bid (NMSA 1978, Sections 13-1-82 through 13-1-84 and 13-1-133).

https://cityofsantafenmvendors.munisselfservice.com/Vendors/VBids/Default.aspx

- Procurement amendments are processed through Bid Central. If amendments (addenda) are processed,
    - before bids are submitted, ensure bids reflect the amendments;
    - after bids are submitted, bidders must update the bid by clicking "modify" and updating the associated area(s)* to ensure bid reflects the amendment.
        - *Bidders must replace the previously submitted documents if the amendment affects uploaded documents.
- Bidders must ensure adequate time is allowed for large uploads and to fully complete bid submittal by the deadline. Bids that are not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, bids that are not received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late.

LATE BIDS WILL NOT BE ACCEPTED. Bid Central will kick you out if bid is not submitted in time.

Individuals that require accommodation may contact the CPO or designee at least five (5) working days prior to the scheduled Bid Opening.

Travis Dutton-Leyda, CPO
City of Santa Fe
tkduttonleyda@santafenm.gov

Any inquiries or requests regarding this procurement should be submitted, in writing, to the Department Contact AND the CPD at the following email addresses:

Department Contact: Erminia Tapia emtapia@santafenm.gov
CPD: purchasing_ITB@santafenm.gov

Bidders may contact **ONLY** the Department Contact and the CPD regarding this procurement and its terminology. Answers and information provided by any other city employees shall not be considered official.

Protests must be submitted in writing to the City of Santa Fe's CPO, who is the sole authority for protest review

and determination per NMSA 1978, Section 13-1-172 and the Procurement Manual Section Y. Only timely, written protests delivered directly to the CPO will be considered properly submitted.

Bidders shall promptly notify CPD – purchasing_ITB@santafenm.gov of any ambiguity, inconsistency, or error which they may discover upon examination of this ITB. Any response made by the City will be provided in writing to all potential bidders by way of addenda, verbal responses shall not be considered official.

BID OPENING: Bid opening will be conducted via Microsoft Teams as follows:

Date: August 28, 2024
Time: 2:00 PM Mountain S/D Time (US and Canada) (4:00 PM Eastern S/D Time)
Web Address: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFlNWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

All Bidders must notify the CPO or designee if any employee(s) of the requesting Department or CPD have a financial interest in the Bidder:

____ No financial interest ____ Yes financial interest

If yes specify by name: _____

Rejection of Bids: The CPO or designee shall have the right to reject any or all bids, and to reject a bid not accompanied by the data required by this ITB, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal, NMSA 1978, Section 13-1-34: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Brand Name specifications, NMSA 1978, Section 13-1-33: may be authorized ONLY if required to match existing equipment and is determined by the CPO, to be in the best interest of the City.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. During the course of the contract, the CPO, designee, and Department Contact reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would ensure and insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be given without the expectation of compensation. Samples not destroyed or mutilated in testing may be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Bid tabulations: Bid tabs will be posted to the webpage linked below within 14 days after the Bid Opening Date.
https://santafenm.gov/finance-2/purchasing-1/bid-tabulations

To avoid errors or misunderstandings, attached bids must have prices legibly written in ink or typed. Any corrections or changes must be signed or initialed by the Bidder before the scheduled Bid Opening date and time. Failure to do so may result in rejection of the bid. Bid prices entered directly into Bid Central on the items page must be accurate.

Bids may be modified directly in Bid Central before the scheduled bid opening to make corrections or changes.

Modifications must occur before the scheduled bid opening for consideration; no bid modifications allowed post-opening. Bidders reporting mistakes may withdraw bids prior to award at CPO's discretion.

AWARDS: Lowest bidder determined by evaluating cost per specifications and terms. The City reserves right to award entire bid, groups, individual items, or combinations for best interest of the city.

CPO may waive irregularities and recommend award serving City's best interest.

F.O.B. Destination requires delivery to the department location before ownership transfers. Any exception may deem bid non-responsive.

Business License: Vendors must obtain a business license before being awarded. Visit linked websites for instructions. Upon registration completion and licensing, vendors are eligible for City projects, services, and goods.

https://santafenm.gov/land-use/doing-business-with-the-city

Living Wage:

Compliance with the City of Santa Fe and Santa Fe County's Minimum Wage Rate Ordinances (Living Wage Ordinances). The vendor must comply with the current living wage rate ang requirements posted on this page https://santafenm.gov/economic-development/business-resources/living-wage-information.

STATEMENT OF WORK:

Orders:
Under the terms and conditions of this ITB and subsequent contract, the City may issue orders for items described herein. The terms and conditions shall form a part of each order issued hereunder.

The items to be ordered shall be as listed in the Price Schedule. All orders issued hereunder will bear both an order number and the Purchase Order Number.

Only written signed orders are valid.
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under the Price Schedule. Orders issued against this schedule will show the applicable item(s), number(s), and price(s); however, they may not describe the item(s) fully.

Term:
The term of the subsequent contract shall be awarded for (10) years from the date of final approval signature. This Contract shall not exceed ten (10) years.

Price Adjustments:
The awarded vendor shall maintain fixed pricing for each year of this contract. Pricing may be adjusted no more than once annually through a mutually agreed upon amendment to the contract. The vendor must submit all pricing increase requests in writing to the City of Santa Fe, directly to the designated department contact, providing substantiating evidence that the request is based on demonstrable market changes impacting the cost of products. The request must itemize all proposed increases by line item and include supporting documentation deemed acceptable by the City of Santa Fe (such as a letter from a manufacturer indicating price increases, etc.). The City's decision on acceptable documentation in this context shall be final and binding upon all parties to the contract. Requested price increases exceeding 10% will not be accepted,

subject to industry standards. No price increase shall result in a higher profit margin. Pricing changes will apply to amendments entered on or after the effective date of the price change. If the vendor's prices are reduced for any reason, the City shall receive the benefit of such reductions immediately. Price increases will not be retroactive to orders already in house or backorders. Orders will be filled at the price in effect on the date of receipt of the order by the vendor.

To facilitate prompt consideration, all requests for price increases must include the following information:

Contract Item Number
Current Item Price
Proposed New Price
Percentage of Increase
Mill/Supplier Notification of price increase indicating percentage of increase and including the reason for the increase.

Insurance Requirements:
The Awarded Contractor shall procure and maintain at the Awarded Vendor's own expense, insurance of the kinds and in amounts herein required. This insurance shall be provided by insurance companies authorized to do business in the State of New Mexico and shall cover all operations under the Contract, whether performed by the Awarded Vendor, the Awarded Vendor's agents, or employees, or by subcontractors. All insurance provided shall remain in full force and effect for the entire period of the work, up to and including final acceptance, and the removal of all equipment, employees, agents, and subcontractors therefrom.

Conditions:
The conditions and specifications set out in this ITB are inseparable and indivisible. Any Bidder, by submitting a bid, agrees to be bound by all such conditions and/or specifications. All conditions and specifications in the ITB, and all other documents required to be submitted, shall be submitted by the Bidder in their bid package. Failure to do so or any attempt to vary or change the conditions or specifications of the ITB shall, at the discretion of the City of Santa Fe, constitute grounds for rejection of the entire bid.

Total Compensation:
The prices quoted herein represent the total compensation to be paid by the City of Santa Fe for goods and/or services provided. It is understood that the Bidder providing said goods and/or services to the City of Santa Fe is responsible for payment of all costs of labor, equipment, tools, materials, federal taxes, permits, licenses, fees, travel/lodging and any other items necessary to complete the work provided. The prices quoted in this Contract include an amount sufficient to cover such costs. When bidding, enter the amounts for the respective bid item unit prices to a maximum of three (3) decimal places.

The Awarded Contractor shall be considered an independent entity and not an employee of the City of Santa Fe. The Department shall provide directions regarding the time and place of performance and compliance with rules and regulations required by this Contract.

All interested Bidders, at a minimum, must be able to provide the products and/or services identified within the scope of work of this ITB.

IMPORTANT: NO ADDITIONAL TERMS AND/OR CONDITIONS WILL BE ACCEPTED

SPECIFICATIONS:

The City of Santa Fe is seeking bids for the provision of

A. The Contractor shall provide armored vehicle transportation services for all pick-ups and deliveries of daily cash, currency and check deposits in a safe and timely manner at the locations and on the days set forth in Paragraph B.1 herein.

B. The Contractor shall use best commercial efforts to perform pick-up no later than 4:00 pm of the daily cash, currency and check deposits at the current locations (hereinafter referred to as "Municipal Facilities") and days listed below:

(1) SWAMA, 149 Wildlife Way, Monday through Saturday
(2) Genoveva Chavez Center, 3221 Rodeo Road, Monday through Friday
(3) Water Utility, 801 W. San Mateo Road, Monday thru Friday
(4) City Hall, 200 Lincoln Avenue, Monday through Friday
(5) Parking Coin, 200 Lincoln Avenue, Monday through Friday
(6) Parking, 737 Agua Fria Street, Wednesday and Friday
(7) Transit, 2931 Rufina Street, Monday through Friday
(8) Transfer station, 2600 Buckman Roads, Monday through Saturday
(9) Fort Marcy, 490 Washington Avenue, Monday through Friday
(10) Salvador Perez, 601 Alta Vista, Monday through Friday
(11) Bicentennial Pool, 1121 Alto Street, Monday through Friday
(12) Municipal Court, 2511 Camino Entrada, Monday through Friday
(13) Police Dept HQ, 2515 Camino Entrada, Monday through Friday

C. During the agreement period, the City may add or deduct regular service for the locations noted above and for other locations not listed above. Pick-up points shall be in Santa Fe County and delivery point shall be in Albuquerque.

D. The last business day in June the City will require a pickup at two locations between 5:00 pm and 5:30 pm. The Contractor will be notified of the pickup locations, date and times at least 10 business days in advance.

E. Occasional holidays and special weekend pick-up requests shall cause a schedule deviation. Bags picked up by the Contractor on holidays or weekends shall be vaulted over the period and delivered to a designated bank on the next business day.

F. Any vehicle, including a heavy-duty armored truck or armored van, used to transport City funds must be marked in a manner which clearly identifies it as a vehicle belonging to and authorized by the Contractor for such use.

G. While performing the transport services for the City, the Contractor must wear a uniform that clearly identifies them as a person employed by and authorized by the Contractor.

H. The Contractor shall provide and maintain a current list of authorized employees. The list shall be dated and contain employee names, signature and ID card numbers,

and identifiable as being prepared by the Contractor via a company logo or other official marking satisfactory to theCity.

l. The delivery schedules or locations may change. The Contractor will be notified immediately by phone when a change is known, and followed up in writing either via e-mail or in writing two (2) weeks in advance of the service change.

Included in item # = this item is included in another item (not the item number).

PRICE SCHEDULE:

Please see separate document attachment

Item #: _____
Munis Contract #: _____
SWPA/GSA/Coop/RFP/ITB #: 25000

CITY OF SANTA FE
GENERAL SERVICES CONTRACT
For
Armored Vehicle Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **<Enter Contractor Name>**herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

The Contractor shall perform the following work:

a. The Contractor shall provide armored vehicle transportation services for all pick-ups and deliveries of daily cash, currency and check deposits in a safe and timely manner at the locations and on the days set forth in Paragraph 2.b. herein.

b. The Contractor shall use best commercial efforts to perform pick-up no later than 4:00 pm of the daily cash, currency and check deposits at the current locations (hereinafter referred to as "Municipal Facilities") and days listed below:

i. SWAMA, 149 Wildlife Way, Monday through Saturday
ii. Genoveva Chavez Center, 3221 Rodeo Road, Monday through Friday
iii. Water Utility, 801 W. San Mateo Road, Monday through Friday
iv. City Hall, 200 Lincoln Avenue, Monday through Friday
v. Parking Coin, 200 Lincoln Avenue, Monday through Friday
vi. Parking, 737 Agua Fria Street, Wednesday and Friday
vii. Transit, 2931 Rufina Street, Monday through Friday
viii. Transfer station, 2600 Buckman Roads, Monday through Saturday
ix. Fort Marcy, 490 Washington Avenue, Monday through Friday
x. Salvador Perez, 601 Alta Vista, Monday through Friday
xi. Bicentennial Pool, 1121 Alto Street, Monday through Friday

xii. Municipal Court, 2511 Camino Entrada, Monday through Friday
xiii. Police Dept HQ, 2515 Camino Entrada, Monday through Friday

c. During the agreement period, the City may add or deduct regular service for the locations noted above and for other locations not listed above. Pick-up points shall be in Santa Fe County and delivery point shall be in Albuquerque.

d. The last business day in June the City will require a pickup at two locations between 5:00 pm and 5:30 pm. The Contractor will be notified of the pickup locations, date and times at least two (2) weeks in advance.

e. Occasional holidays and special weekend pick-up requests shall cause a schedule deviation. Bags picked up by the Contractor on holidays or weekends shall be vaulted over the period and delivered to a designated bank on the next business day.

f. Any vehicle, including a heavy-duty armored truck or armored van, used to transport City funds must be marked in a manner which clearly identifies it as a vehicle belonging to and authorized by the Contractor for such use.

g. While performing the transport services for the City, the Contractor must wear a uniform that clearly identifies them as a person employed by and authorized by the Contractor.

h. The Contractor shall provide and maintain a current list of authorized employees. The list shall be dated and contain employee names, signature and ID card numbers, and identifiable as being prepared by the Contractor via a company logo or other official marking satisfactory to theCity.

i. The delivery schedules or locations may change. The Contractor will be notified immediately by phone when a change is known and followed up in writing either via e-mail or in writing two (2) weeks in advance of the service change.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Deliverable item:	U/I (unit of issue)	Price
01		$
02		$

The total compensation under this Contract shall not exceed [Insert Dollar Amount] [CHOICE #1- excluding New Mexico gross receipts tax. CHOICE #2 - including New Mexico gross receipts tax.]

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have

been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature.** The contract shall not exceed a total of ten (10) years in accordance with NMSA 1978, Sections 13-1-150 through 152.

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **ITB** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation

does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any 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 Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and 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. 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.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: City of Santa Fe
Attn: Finance Director

PO Box 909
Santa Fe, NM 87504

To the Contractor:

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____

CITY MAYOR/MANAGER NAME

DATE:_____

CONTRACTOR:

_____

_____

TITLE

DATE:_____

CRS#_____

Registration # _____

ATTEST:

_____

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Aug 6, 2024 08:07 MDT)

_____

SENIOR ASSISTANT CITY ATTORNEY – FOR ITB ONLY

APPROVED FOR FINANCES:

_____

FINANCE DIRECTOR

City Of Santa Fe, Central Purchasing Division (CPD)

INVITATION TO BID (ITB)

[Armored Vehicle Service]

ITB # [25000]

NIGP Commodity Code: [25788, 99010, 99046]

Bid Due Date and Time: [August 28, 2024 2:00PM MST/MDT]

Bidder MUST complete as applicable and sign the following for their bid to be valid (type or print clearly). Electronic submittals through Munis Bid Central are considered electronically submitted once status changes from draft to submitted.

Company Name: LL+D Inc.
dba (if applicable): Respond NM
Co. Email: Seanm@respondnm.com
Co. Phone No.: (505) 888-0775
NM Gross Receipts Tax # (NMBTIN): _____

Address: P.O. Box 35963
Albuquerque, New Mexico
87176

Federal Tax ID #: 85-0359151

Payment terms: typically, Net 30 and Net 21 for construction. Discount provided if paid earlier than 30 days: _____ (Discount will not be considered in computing the low bid, see "Terms and Conditions")

F.O.B. Point must be Destination, unless otherwise indicated in the ITB.

Contractor's Delivery: _____ (May be considered in the award)

Authorized Signature: S Moore
Signatory Email: Seanm@respondnm.com

Print or type name: Sean Moore
Phone No: (505) 888-0775

No amendment will be issued later than three (3) days prior to the date for receipt of bids, except an amendment withdrawing the bids or one which includes postponement of the date for receipt of bids.

If applicable, Bidder acknowledges receipt of the following amendment(s):
Amendment No.: 1 Dated: 8/28/24 Amendment No.: 2 Dated: 8/29/24

Bids are subject to the "Terms and Conditions" shown on the attached pages of this document, and any additional bidding instructions or requirements. NOTE: if you decide not to bid, do not return this document.

and determination per NMSA 1978, Section 13-1-172 and the Procurement Manual Section Y. Only timely, written protests delivered directly to the CPO will be considered properly submitted.

Bidders shall promptly notify CPD – purchasing_ITB@santafenm.gov of any ambiguity, inconsistency, or error which they may discover upon examination of this ITB. Any response made by the City will be provided in writing to all potential bidders by way of addenda, verbal responses shall not be considered official.

BID OPENING: Bid opening will be conducted via Microsoft Teams as follows:

Date: August 28, 2024
Time: 2:00 PM Mountain S/D Time (US and Canada) (4:00 PM Eastern S/D Time)
Web Address: https://teams.microsoft.com/l/meetup-join/19%3ameeting_YWFjZmRiZDYtYzlkOC00ZDA4LWJkMzMtY2Y5MmFlNWY5ZGIw%40thread.v2/0?context=%7b%22Tid%22%3a%2277b69f5a-55ed-4363-8616-4867b0bc707f%22%2c%22Oid%22%3a%221a05b75d-789e-4d46-849e-c34d09c04400%22%7d

All Bidders must notify the CPO or designee if any employee(s) of the requesting Department or CPD have a financial interest in the Bidder:

X **No financial interest** ____ **Yes financial interest**

If yes specify by name: _____

Rejection of Bids: The CPO or designee shall have the right to reject any or all bids, and to reject a bid not accompanied by the data required by this ITB, or a bid which is in any way incomplete or irregular.,

Brand Name or Equal, NMSA 1978, Section 13-1-34: Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to restrict competition.

If bidding "equivalent" bidders must be prepared to furnish "complete data" upon request, preferably with bid, to avoid delay in award.

Brand Name specifications, NMSA 1978, Section 13-1-33: may be authorized ONLY if required to match existing equipment and is determined by the CPO, to be in the best interest of the City.

Prohibit Bidding: If any Bidder is of the opinion that the specifications as written preclude them from submitting a bid on this ITB, it is requested that his opinion be made known to the CPO or designee, in writing, at least seven (7) days prior to the bid opening date.

Responsible Bidder: Bidders must, upon request of the CPO or designee, provide information and data to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. During the course of the contract, the CPO, designee, and Department Contact reserves the right to require a Bidder to furnish a Performance Bond prior to award, where the Bidder is unable to furnish the required information or data, or for other reasons which would ensure and insure proper performance by the Bidder.

Samples: Unless otherwise indicated in the bid specifications, samples of the items, when required, shall be given without the expectation of compensation. Samples not destroyed or mutilated in testing may be returned upon request, at Bidders expense. Each sample must be labeled to clearly show the bid number and item number that it pertains to. Unsolicited bid samples or descriptive literature, which is submitted at the Bidder's risk, will not be returned.

Bid tabulations: Bid tabs will be posted to the webpage linked below within 14 days after the Bid Opening Date.
https://santafenm.gov/finance-2/purchasing-1/bid-tabulations

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

CITY OF SANTA FE:

_____
CITY MAYOR/MANAGER NAME

DATE:_____

CONTRACTOR:

S Moore
_____

Vice-President
_____
TITLE

DATE: 9-4-2024
CRS# 02092605007

Registration # _____

ATTEST:

_____
CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Aug 6, 2024 08:07 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY – FOR ITB ONLY

APPROVED FOR FINANCES:

_____
FINANCE DIRECTOR

	Facility	Address	Days For Pickups	Notes	Banking	Respond NM Quote
1	SF Solid Waste	149 Wildlife Way	Monday through Saturday		WF CVS ABQ	$ 699.00
2	Genoveva Chavez Center	3221 Rodeo Road	Monday through Friday		WF CVS ABQ	$ 460.00
3	Water Utility	801 W San Mateo Road	Monday through Friday		WF CVS ABQ	$ 460.00
4	City Hall	200 Lincoln Avenue	Monday through Friday		WF CVS ABQ	$ 460.66
5	Parking Coin	200 Lincoln Avenue	Monday through Friday	One (1) to four (4) bags of mixed coin potential	WF CVS ABQ	$ 299.00
6	Parking	737 Agua Fria Street	Wednesday and Friday		WF CVS ABQ	$ 380.00
7	Transit	2931 Rufina Street	Monday through Friday		WF CVS ABQ	$ 460.00
8	BURRT Transfer Station	2600 Buckman Road	Monday through Saturday		WF CVS ABQ	$ 572.00
9	Fort Marcy	490 Washington Avenue	Monday through Friday		WF CVS ABQ	$ 460.00
10	Salvador Perez	601 Alta Vista	Monday through Friday		WF CVS ABQ	$ 460.00
11	Bicentennial Pool	1121 Alto Street	Monday through Friday	Only open May 28th through August 30th	WF CVS ABQ	$ 460.00
12	Municipal Court	2511 Camino Entrada	Monday through Friday		WF CVS ABQ	$ 460.00
13	Police Dept HQ	2515 Camino Entrada	Monday through Friday		WF CVS ABQ	$ 460.00

$ 6,090.66

Holiday Fee/per location $50.00

Special Pick up/Delivery Fee/per location $90.00

From: DUTTON-LEYDA, TRAVIS K.
To: SILVA, KIMBERLY M.; Purchasing DET
Cc: ROMERO, CLARENCE L.; SENA, DIANE R.
Subject: RE: Scope of Services for Armored Vehicle Services
Date: Wednesday, May 15, 2024 4:31:51 PM
Attachments: image003.png

Greetings,

The scope of work as written would be General Services. This determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, the Procurement Manual, and state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) if this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another city Department/Division, please send your SOW to the corresponding email address, and provide their response to this office when you submit your procurement request for processing.
  - IT components - ereview@santafenm.gov
  - Vehicles – dmjaramillo@santafenm.gov
  - Grants - mtbonifer@santafenm.gov; cmthompson@santafenm.gov
  - Facilities, Furniture, Fixture, Equipment - jsburnett@santafenm.gov
- Ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed. _
- > $20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is =/> $60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < $20k per year, one quote is acceptable.
- From $20k to $60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req. Must use the Munis Bid Module after 12/21/2023.
- Please keep this as part of the procurement file for future reference.

Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent contract. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.

- Please review the pages linked below to determine whether any of the existing contracts/price agreements or cooperative agreements are applicable to this request. You might be able to use an existing price agreement to save time and money.
    - https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/ (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
    - https://naspovaluepoint.org/categories/
    - https://www.omniapartners.com/publicsector/contracts
    - https://www.buyboard.com/home.aspx
    - https://www.h-gac.com/Home
    - https://www.gsaelibrary.gsa.gov/
    - https://www.sourcewell-mn.gov/contract-search

- Submit or send your request to the appropriate MS Teams channel or email address:
    - RFPs requests to https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - ITBs requests to https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f
    - Determination requests to purchasing_det@santafenm.gov
    - And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

https://santafenm.gov/finance-2/purchasing-1

Internal Link: https://intranet.santafenm.gov/finance_1

CITY OF SANTA FE
FINANCE

Vision without action is merely a dream.
Action without vision passes the time.
Vision with action can change the world. ~ Joel A. Barker

From: SILVA, KIMBERLY M. <kmsilva@santafenm.gov>
Sent: Wednesday, May 15, 2024 3:21 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Cc: ROMERO, CLARENCE L. <clromero@santafenm.gov>; SENA, DIANE R. <drsena@santafenm.gov>
Subject: Scope of Services for Armored Vehicle Services

Hello,

Below you will find our scope of services for Armored Vehicle Service. Can you please advise if this is considered general or professional services?

SCOPE OF SERVICES

The Contractor shall provide the following services for the City:

A. The Contractor shall provide armored vehicle transportation services for all pick-ups and deliveries of daily cash, currency and check deposits in a safe and timely manner at the locations and on the days set forth in Paragraph 1.B. herein.
B. The Contractor shall use best commercial efforts to perform pick-up no later than 4:00 pm of the daily cash, currency and check deposits at the current locations (hereinafter referred to as "Municipal Facilities") and days listed below:

(1) SWAMA, 149 Wildlife Way, Monday through Saturday
(2) Genoveva Chavez Center, 3221 Rodeo Road, Monday through Friday
(3) Water Utility, 801 W. San Mateo Road, Monday thru Friday
(4) City Hall, 200 Lincoln Avenue, Monday through Friday
(5) Parking Coin, 200 Lincoln Avenue, Monday through Friday
(6) Parking, 737 Agua Fria Street, Wednesday and Friday
(7) Transit, 2931 Rufina Street, Monday through Friday
(8) Transfer station, 2600 Buckman Roads, Monday through Saturday
(9) Fort Marcy, 490 Washington Avenue, Monday through Friday
(10) Salvador Perez, 601 Alta Vista, Monday through Friday
(11) Bicentennial Pool, 1121 Alto Street, Monday through Friday
(12) Municipal Court, 2511 Camino Entrada, Monday through

Friday

(13) Police Dept HQ, 2515 Camino Entrada, Monday through Friday

C. During the agreement period, the City may add or deduct regular service for the locations noted above and for other locations not listed above. Pick-up points shall be in Santa Fe County and delivery point shall be in Albuquerque.

D. The last business day in June the City will require a pickup at two locations between 5:00 pm and 5:30 pm. The Contractor will be notified of the pickup locations, date and times at least two (2) weeks in advance.

E. Occasional holidays and special weekend pick-up requests shall cause a schedule deviation. Bags picked up by the Contractor on holidays or weekends shall be vaulted over the period and delivered to a designated bank on the next business day.

F. Any vehicle, including a heavy-duty armored truck or armored van, used to transport City funds must be marked in a manner which clearly identifies it as a vehicle belonging to and authorized by the Contractor for such use.

G. While performing the transport services for the City, the Contractor must wear a uniform that clearly identifies them as a person employed by and authorized by the Contractor.

H. The Contractor shall provide and maintain a current list of authorized employees. The list shall be dated and contain employee names, signature and ID card numbers, and identifiable as being prepared by the Contractor via a company logo or other official marking satisfactory to the City.

I. The delivery schedules or locations may change. The Contractor will be notified immediately by phone when a change is known, and followed up in writing either via e-mail or in writing two (2) weeks in advance of the service change.

Kimberly Silva
Accounting Supervisor
Finance Department
kmsilva@santafenm.gov

From:	Matt Loehman
To:	SILVA, KIMBERLY M.
Cc:	ROMERO, CLARENCE L.; SENA, DIANE R.
Subject:	Re: Armored Vehicle Services
Date:	Wednesday, May 15, 2024 3:07:24 PM
Attachments:	image001.png

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

Good afternoon Kimberly,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

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

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, May 15, 2024 at 3:01 PM SILVA, KIMBERLY M. <kmsilva@santafenm.gov> wrote:

> *Hi Matt,*
>
> *Thank you so much for taking my call. As discussed, we are trying to obtain services for Armored Car Services. Can you please provide me with a declination letter since you do not provide such services?*

Thank you!

Kimberly Silva

Accounting Supervisor

Finance Department

kmsilva@santafenm.gov

Item #: _____
Munis Contract #: _____
ITB #: 25000

CITY OF SANTA FE
GENERAL SERVICES CONTRACT

Armored Vehicle Services

THIS CONTRACT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City," and **LL&D Inc dba Respond NM** herein after referred to as the "Contractor."

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. **Definitions**

A. "Products and Services Schedule" refers to the complete list of products and services offered under this Contract and the price for each. Product and service descriptions may be amended with the prior approval of the Contract Administrator. New products and services shall not be added to the Products and Services Schedule.

B. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.

2. **Scope of Work**

A. The Contractor shall perform the following work:

a. The Contractor shall provide armored vehicle transportation services for all pick-ups and deliveries of daily cash, currency and check deposits in a safe and timely manner at the locations and on the days set forth in Paragraph 2.B. herein.

b. The Contractor shall use best commercial efforts to perform pick-up no later than 4:00 pm of the daily cash, currency and check deposits at the current locations (hereinafter referred to as "Municipal Facilities") and days listed below:

i. SWAMA, 149 Wildlife Way, Monday through Saturday
ii. Genoveva Chavez Center, 3221 Rodeo Road, Monday through Friday
iii. Water Utility, 801 W. San Mateo Road, Monday thru Friday
iv. City Hall, 200 Lincoln Avenue, Monday through Friday
v. Parking Coin, 200 Lincoln Avenue, Monday through Friday
vi. Parking, 737 Agua Fria Street, Wednesday and Friday
vii. Transit, 2931 Rufina Street, Monday through Friday
viii. Transfer station, 2600 Buckman Roads, Monday through Saturday
ix. Fort Marcy, 490 Washington Avenue, Monday through Friday
x. Salvador Perez, 601 Alta Vista, Monday through Friday
xi. Bicentennial Pool, 1121 Alto Street, Monday through Friday

xii. Municipal Court, 2511 Camino Entrada, Monday through Friday
xiii. Police Dept HQ, 2515 Camino Entrada, Monday through Friday

c. During the agreement period, the City may add or deduct regular service for the locations noted above and for other locations not listed above. Pick-up points shall be in Santa Fe County and delivery point shall be in Albuquerque.

d. The last business day in June the City will require a pickup at two locations between 5:00 pm and 5:30 pm. The Contractor will be notified of the pickup locations, date and times at least two (2) weeks in advance.

e. Occasional holidays and special weekend pick-up requests shall cause a schedule deviation. Bags picked up by the Contractor on holidays or weekends shall be vaulted over the period and delivered to a designated bank on the next business day.

f. Any vehicle, including a heavy-duty armored truck or armored van, used to transport City funds must be marked in a manner which clearly identifies it as a vehicle belonging to and authorized by the Contractor for such use.

g. While performing the transport services for the City, the Contractor must wear a uniform that clearly identifies them as a person employed by and authorized by the Contractor.

h. The Contractor shall provide and maintain a current list of authorized employees. The list shall be dated and contain employee names, signature and ID card numbers, and identifiable as being prepared by the Contractor via a company logo or other official marking satisfactory to theCity.

i. The delivery schedules or locations may change. The Contractor will be notified immediately by phone when a change is known and followed up in writing either via e-mail or in writing two (2) weeks in advance of the service change.

3. **Compensation**

The City shall pay to the Contractor based upon fixed prices for each Deliverable item as listed here.

Facility	Address	Days For Pickups	Notes	Respond NM Quote
SF Solid Waste	149 Wildlife Way	Monday through Saturday		$699.00
Genoveva Chavez Center	3221 Rodeo Road	Monday through Friday		$460.00
Water Utility	801 W San Mateo Road	Monday through Friday		$460.00
City Hall	200 Lincoln Avenue	Monday through Friday		$460.66

Parking Coin	200 Lincoln Avenue	Monday through Friday	One (1) to four (4) bags of mixed coin potential	$299.00
Parking	737 Agua Fria Street	Wednesday and Friday		$380.00
Transit	2931 Rufina Street	Monday through Friday		$460.00
BURRT Transfer Station	2600 Buckman Road	Monday through Saturday		$572.00
Fort Marcy	490 Washington Avenue	Monday through Friday		$460.00
Salvador Perez	601 Alta Vista	Monday through Friday		$460.00
Bicentennial Pool	1121 Alto Street	Monday through Friday	Only open May 28th through August 30th	$460.00
Municipal Court	2511 Camino Entrada	Monday through Friday		$460.00
Police Dept HQ	2515 Camino Entrada	Monday through Friday		$460.00

$6,090.66/month

Holiday Fee/per location $50.00

Special Pick up/Delivery Fee/per location $90.00

The total compensation under this Contract shall not exceed seven hundred ninety-five thousand dollars and no cents ($795,000.00) including New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Contract are subject to the following provisions.

A. Acceptance - In accordance with NMSA 1978, Section 13-1-158 the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless

otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified period, the products or services will be deemed to have been accepted.

B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of certification. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

C. Retainage – Not Applicable – The Parties agree there is not retainage.

D. Performance Bond – Not Applicable – The Parties agree there is no Performance Bond.

5. **Term**

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This contract shall terminate **ten (10) years from date of final signature.**

6. **Default and Force Majeure**

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

7. **Termination**

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

B. Notice: City Opportunity to Cure.

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Contract may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to Paragraph 17, "Appropriations", of this Contract.

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

8. **Amendment**

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

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

9. **Status of Contractor**

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

10. **Assignment**

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

11. **Subcontracting**

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

12. **Non-Collusion**

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

13. **Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

14. **Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. The contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

15. **Condition of Proposed Items**

Where tangible personal property is a part of this Contract, all proposed items are to be NEW and of most current production, unless otherwise specified.

16. **Records and Audit**

During the term of this Contract and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

17. **Appropriations**

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

18. **Release**

The Contractor, upon final payment of the amount due under this Contract, releases the City, its officers, and employees, from all liabilities, claims and obligations whatsoever arising from or under this Contract. 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.

19. **Confidentiality**

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

20. **Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Contract; Merger**

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract.

All terms and conditions of the **ITB #25000** and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, 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, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

25. **Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

26. **New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, 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 Contract modifies or waives any provision of the New Mexico Tort Claims Act.

27. **Applicable Law**

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

28. **Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's, claim. The foregoing limitation

does not apply to paragraph 25 of this Contract or to damages resulting from personal injury caused by the Contractor's negligence.

29. **Incorporation by Reference and Precedence**

If this Contract has been procured pursuant to a request for proposals, this Contract is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Contract, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Contract in reverse chronological order; (2) the Contract, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

30. **Workers' Compensation**

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

31. **Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

32. **Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Contract requires. The City has the right to inspect and test all services contemplated under this Contract to the extent practicable at all times and places during the term of the Contract. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Contract, the City may require the Contractor to re-perform the services in conformity with the requirements of this Contract at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Contract; and

(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Contract, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or

(2) terminate the contract for default.

33. **Insurance**

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

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

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

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

34. **Impracticality of Performance**

A party shall be excused from performance under this Contract for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

35. **Invalid Term or Condition**

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

36. **Enforcement of Contract**

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

37. **Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Contract infringes any patent, copyright to trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any 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 Contract, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

1) give the Contractor prompt written notice within 48 hours of any claim;
2) allow the Contractor to control the defense of settlement of the claim; and
3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. 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 option and 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. 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.

38. **Survival**

The Contract paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Contract. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Contract shall survive this Contract.

39. **Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars ($60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any

federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Contract. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Contract. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Contract pursuant to the conditions set forth in Paragraph 7 of this Contract.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Contract. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

40. **Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Contract.

41. **Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City: City of Santa Fe
Attn: Finance Director
P.O. Box 909
Santa Fe, NM 87504

To the Contractor: LL&D Inc dba Respond NM
P.O. Box 35963
Albuquerque, NM 87176

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor: LL&D Inc dba Respond NM
P.O. Box 35963
Albuquerque, NM 87176

42. **Succession**

This Contract shall extend to and be binding upon the successors and assigns of the parties.

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

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR:
LL&D Inc dba Respond NM

Sean Moore (Sep 16, 2024 15:22 MDT)
_____
SEAN MOORE, VICE PRESIDENT

DATE: Sep 16, 2024

NMBTIN# 85-0359151

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (Sep 16, 2024 15:33 MDT)
_____
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
_____ Sep 17, 2024
FINANCE DIRECTOR

ITB 25000 Memo and Supporting Documentation

Final Audit Report 2024-09-17

Created:	2024-09-17
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAqfMAgjJQa1L3R2uywqzYdlRAOgY_z5xT

"ITB 25000 Memo and Supporting Documentation" History

Document created by Kristy Miera (kamiera@santafenm.gov)
2024-09-17 - 4:12:39 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-17 - 4:22:20 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-17 - 6:15:44 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-17 - 6:16:22 PM GMT - Time Source: server- IP address: 63.232.20.2

Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2024-09-17 - 6:16:28 PM GMT

Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2024-09-17 - 8:23:45 PM GMT- IP address: 63.232.20.2

Document declined by JoAnn Lovato (jdlovato@santafenm.gov)
Decline reason: City of SF must be certificate holder on Insurance Certificate. Don't need to include ITB and all bid(s) submitted. Include the Bid Tabulation instead. Docs needed in packet:MemoContractBid TabulationInsurance CertificateBusiness LicenseCPO Determination of ServicesHorizons Declination
2024-09-17 - 8:32:00 PM GMT- IP address: 63.232.20.2

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ITB 25000 Memo and Supporting Documentation

Final Audit Report 2024-09-17

Created:	2024-09-17
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0-Ir1JysxR5gx1xVjp0cmMoxizR7e1C4

"ITB 25000 Memo and Supporting Documentation" History

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Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-09-17 - 8:53:02 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-17 - 8:53:07 PM GMT

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2024-09-17 - 11:43:26 PM GMT- IP address: 104.47.65.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-17 - 11:46:29 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-09-17 - 11:46:29 PM GMT

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CITY OF SANTA FE

Date: September 17, 2024

To: Mayor Alan Webber and Governing Body
Finance Committee

Via: Emily Oster, Finance Director Emily K. Oster

From: **Travis Dutton-Leyda, CPO**

Subject: **Fiscal Agent/Master Banking Services Agreement**

Vendor Name: **Wells Fargo Bank**

Vendor Number: **2901**

ITEM AND ISSUE:

The Finance Department respectfully request your review and approval of Fiscal Agent for banking services. Request for the Approval of an Agreement in the total amount of $1,000,000.00 for Fiscal Year 25, all future years shall be based on utilization, rebates, and budget.

Department Contact Info: Travis Dutton-Leyda; 505-629-8351; tkduttonleyda@santafenm.gov
Clarence Romero; 505-955-6547; clromero@santafenm.gov

BACKGROUND AND SUMMARY:
The City of Santa Fe requires a sophisticated financial institution to partner with in order to provide financial services to the public, vendors, and employees while prudently and efficiently managing the many financial transactions the City engages on a daily, weekly, monthly basis. It is imperative and critical to have a Fiscal Agent contract and is required to stay in compliance with federal, state and municipality oversights.

PROCUREMENT METHOD:
The City of Farmington has established a Price Agreement through a Request for Proposals (RFP) #23-148976 for Master Banking Services, awarded to Wells Fargo Bank on August 14, 2024. The agreement's initial term extends until April 30, 2025, with the option to renew for up to an additional nine (9) years.

Chief Procurement Officer Approval:_____ **Date:**_____
Comment/Exceptions: NMSA 1978, Section 13-1-129

Supporting Information:

CONTRACT NUMBER: *3250187*

$$$$$ SOURCE/REVENUE: ☒Expense | ☐Revenue

The funding source is:
Various

Budget Officer Approval: Andy Hopkins **Date:**_____
Comment/Exceptions: _____

Grant ☐Yes | ☒ No

Project ☐Yes | ☒ No

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000
☐Yes | ☒ No

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Was this service deemed construction: ☐ Yes | ☒ No

Department Approvals:
IT Components: ☐ **Yes | ☒ No**
Vehicles: ☐ **Yes | ☒ No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes | ☒ No**

ATTACHMENTS:

Contract between Wells Fargo and Farmington <-bases for Santa Fe's contract
Certificate of Liability Insurance
General Services Contract – Wells Fargo
CPO Service Determination/Email
Horizons Declination
Farmington's RFP and Proposals will be stored in the Munis contract record

BANKING AGREEMENT BETWEEN THE CITY OF SANTA FE AND WELLS FARGO BANK, N.A.

This Agreement ("Agreement") is made and entered into this __th day of August, 2024 by and between City of Santa Fe (the "City"), and Wells Fargo Bank, N.A. ("Bank").

RECITALS:

A. On or about May 21, 2024, Bank entered into a Master Banking Services Agreement with the City of Farmington ("Farmington") to provide banking and treasury management services ("MBSA"), procured and awarded through a competitive and open procurement process; and

B. The City represents that it has the authority to enter into the Agreement with Bank, as a procurement under an existing contract, pursuant to New Mexico law, NMSA 1978, sec. 13-1-129.

AGREEMENT:

NOW THEREFORE, in consideration for the mutual promises contained herein, the parties agree as follows:

1. Services Purchased: Bank shall provide to the City the banking and treasury management services, as specified in the MBSA including the exhibits referenced in that section. A copy of the MBSA (including all Exhibits and Addendum) is attached as **Exhibit A** to the Agreement and incorporated herein.

2. Payment: Payment to the Bank shall be made in accordance with the City of Farmington pricing as set forth in the MBSA. For the sake of clarity, the City of Farmington pricing (applicable to the City) is set forth herein as Exhibit B to the Agreement and incorporated herein.

3. Terms and Conditions of MBSA Apply: Except as set forth herein, all provisions of the MBSA are incorporated in and shall apply to this Agreement (except for San Juan County's pricing) as though fully set forth herein, including that all references to the City of Farmington shall mean the City of Santa Fe. For the avoidance of doubt, the Agreement will not be affected by any subsequent amendments to or termination of the MBSA, which will be applicable solely to the relationship between City of Farmington and Bank. Any subsequent amendment or modification to the Agreement must be made in accordance with the terms hereof and would be subject to any applicable restriction or limitation under applicable law.

4. Term: This Agreement shall commence upon execution by the parties and shall continue until April 30, 2025 with the parties having the option to mutually agree in writing to renew for up to nine (9) additional one (1) year terms.

5. Conflicts: If there is a conflict between the terms and conditions of Exhibit A and the terms and conditions of this Agreement, those of this Agreement will control. If there is a conflict among terms and conditions within the documents that make up Exhibit A, such conflict will be resolved as set forth in Exhibit A.

6. Notices: All notices to the City shall be sent to:

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe Purchasing Division
200 Lincoln Avenue
Santa Fe, N.M.
87504-0909

Bank:

Mark A. Jensen
Senior Vice President
Wells Fargo Bank, N.A.
8601 N. Scottsdale Rd, Suite 240
MAC S4035-02D
Scottsdale, AZ 85253-2736

7. Miscellaneous: For the sake of clarity, all provisions in the MBSA imposing any indemnification obligations on the City shall be treated as reimbursement provisions to the extent not expressly prohibited by New Mexico law.

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

WELLS FARGO BANK, N.A.

By: Mark A. Jensen
Mark A. Jensen (Aug 29, 2024 08:46 PDT)

Title: Senior Vice President

CITY OF SANTA FE

By: _____
ALAN WEBBER, MAYOR

ATTEST:

By: _____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

By: Marcos Martinez
Marcos Martinez (Aug 29, 2024 09:51 MDT)
MARCOS MARTINEZ, SENIOR ASSISTANT CITY ATTORNEY

FINANCE:

By: Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

MASTER BANKING SERVICES AGREEMENT

21st This Master Banking Services Agreement (this "**Agreement**") is entered into as of the day of May, 2024 by and between Wells Fargo Bank, N.A. ("**Bank**"), and City of Farmington (the "**City**").

Recitals

WHEREAS, the City issued Request for Proposal for the provision of banking services on October 16, 2022, (the "**RFP**") to which the Bank submitted its response dated December 14, 2022 (the "**Bank's Response**," further described below);

WHEREAS, on the basis of the Bank's Response, the City has determined to engage the Bank to provide certain banking services (each, a "**Service**" and collectively, the "**Services**") all as provided in the Bank's Response and set forth in this Agreement.

Agreement

1. Service Documentation. Bank shall provide, and the City shall accept, the Services pursuant to the terms and conditions of the "**Service Documentation**" which includes:

1.1 This framework agreement (i.e., the first five (5) pages of this Agreement);

1.2 The negotiated (1) Master Agreement for Treasury Management Services, (2) Commercial Account Agreement and (3) the Service Description for each Service) (each, a "Service Description") (collectively attached as Exhibit A);

1.3 The Bank's Response, incorporated by reference herein, including (i) all of its exhibits and addendum, including the Master Agreement for Treasury Management Services and the Service Description and (ii) the commercial account agreement for the deposit accounts that the City maintains at Bank (the "**Deposit Agreement**" or "Commercial Account Agreement"); and

1.4 The RFP, incorporated by reference herein.

If there is a conflict among the documents that make up the Service Documentation, the documents will govern in the order set forth above.

The Service Documentation constitute the entire agreement between Bank and the City and supersedes all prior representations, conditions, warranties, understandings, proposals, or agreements regarding a Service. No course of dealing or waiver of any right on one occasion will constitute a modification of the above referenced documents or be a waiver of that right on a subsequent occasion.

2. Services; Additional Services. If the City requests and Bank agrees to provide additional services after the date of this Agreement, which are governed by additional service descriptions, pricing or other documents, the Bank shall provide a copy of those documents to City and the terms and conditions thereof shall be deemed to be incorporated herein by reference without the need to either amend this Agreement or to add such service descriptions, pricing or other documents as attachments to this Agreement.

Bank may change (or add to) the terms in the Service Documentation in its discretion if such change (or addition) is (i) in response to a change in or required by Applicable Law or interpretations thereof or (ii) a Bank-wide change affecting substantially all customers who use the Services or a specific Service. If an enhancement to a Service or other change requires a

change to a Service Description, Bank will post an updated Service Description on Vantage. Bank will notify City of changes to terms or fees (which notification may be by electronic means, including via Vantage) at least 30 days before the change takes effect, unless such change is in response to a change in or required by Applicable Law or interpretation thereof and such prior notice is not reasonably feasible. If City continues to use a Service after the change takes effect, City will be bound by the change. Notwithstanding the foregoing, Bank will not change the fees for the Services prior to 30 days unless such change is in response to a change in or required by Applicable Law or interpretation thereof. Except as set forth above and in this Agreement, changes to the Service Documentation require City and Bank's written approval. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any transaction effected under this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

3. Term and Termination.

This Agreement shall have an initial term starting on May 1, 2024, and ending on April 30, 2025, with the parties having the option to mutually agree in writing to renew for up to nine (9) additional one (1) year periods, subject to the appropriation of funds by the City Council.

This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice (unless a Service is terminated sooner in accordance with these Service Documentation). This Agreement may be terminated by the City with cause following notice to Bank of a breach of the Agreement and the Bank's failure to cure the breach within thirty (30) days of the date of such notice. Bank may also terminate the Agreement for cause (a) following notice to the City of a breach of any provision of the Service Documentation and the City's failure to cure the breach within thirty (30) days of the date of such notice, or (b) without notice to the City if (i) The City is subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or the City enters into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up, (ii) Bank reasonably suspects that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity, (iii) The Bank determines in its sole discretion that continuing to provide a Service may place the Bank at risk of financial loss or result in an unacceptable credit exposure, (iv) Bank determines in its sole discretion that a material adverse change has occurred in the City's ability to perform its obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or (v) the Account necessary to provide a Service is closed. The termination of a Service will not affect the City's or the Bank's rights with respect to transactions occurring before termination. Bank will not be liable to the City for any losses or damages the City may incur as a result of any termination of any Service or this Agreement.

4. Service Fees. The City shall pay Bank the fees for the Services as set forth in Exhibit B, Exhibit F (Cost Proposal) of Bank's Response. Billing statements will be provided monthly and debited from the City's designated account the following month for any fees not covered by earnings credits and any taxes that are due. Bank reserves the right to modify pricing to reflect the impact of any changes in law, regulations or interpretations thereof. Bank also reserves the right to change its pricing methodology, including element IDs for a particular service, so long as the change does not increase the total price of such service to the City (unless permitted under the immediately preceding sentence).

5. Representations and Warranties.

5.1 Mutual Representations and Warranties. Each of the parties hereto represents and warrants to the other party that: (i) such party is duly organized and in good standing in all appropriate jurisdictions; (ii) each party is fully authorized to execute and perform under this Agreement and the execution of and performance under this Agreement does not violate any law, regulation, contract or organizational document by which such party is bound; and (iii) the individual(s) executing this Agreement on behalf of such party has full corporate and/or organizational authority to do so;

5.2 The City warrants it will not use any Service in a manner which violates any federal or state law including without limitation any sanction or control administered by the Office of Foreign Assets Control or Bureau of Export Administration.

5.3 If the City employs an agent in connection with its use of any Service, the City represents and warrants to Bank that (a) the City's governing body has duly authorized the agent and (b) The City will exercise appropriate controls to ensure each agent so authorized does not exceed the authority so granted to it. Any communication to Bank regarding the City's use of a Service from the City's agent will be deemed to be a communication from the City, and the City authorizes Bank to communicate with the City's agent regarding any such communication or Service.

5.4 Neither Bank nor any software vendor makes any express or implied representations or warranties with respect to the Services or any software used in connection with the Services including without limitation any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.

6. Bank's Liability and Indemnification.

6.1 Bank's Indemnification.

(a) During the term of this Agreement, Bank will indemnify, defend and hold harmless the City and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, or resulting from the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional misconduct of Bank or any of its officers, directors, employees, agents, or subcontractors, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party.

(b) During the term of this Agreement, Bank will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the Bank under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, Bank shall have no liability for such infringements or violations based on (i) any unauthorized alteration or modification of the materials or services by any party other than Bank, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized

by Bank or reasonably intended for use with the materials or services, or (iv) Bank's compliance with specific information or instructions provided to Bank by any Indemnified Party.

In no event will Bank be liable under paragraph (a) or (b) above for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Bank, and regardless of the form of the claim or action or the legal theory on which it is based. Bank's aggregate liability under paragraphs (a) and (b) above will be limited to an amount not to exceed 10 times Bank fees incurred during the calendar month immediately preceding the calendar month in which such loss or damages were incurred (or, if no Bank fees were incurred in such month, Bank fees incurred in the month in which the losses or damages were incurred).

If any Indemnified Party determines to seek indemnification from Bank under paragraph (a) or (b) above, the Indemnified Party shall provide written notice of the suit, claim or action to Bank as soon as practicable but in any event not later than fifteen (15) business days following the Indemnified Party's receipt of notice of such suit, claim or action. Notwithstanding the above, the Indemnified Party's written notice must provide Bank with a reasonable amount of time to be able to timely respond to any suit, claim or action. Said written notice shall specify in detail: (i) the facts constituting the basis for the allegations and (ii) if known, the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.

In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party under paragraph (a) or (b) above, the Indemnified Party shall permit Bank to assume and control the defense or settlement of such suit, claim or action at Bank's expense. The Indemnified Parties and Bank shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought under paragraph (a) or (b) above, and the records and employees of the Indemnified Parties shall be made reasonably available to Bank with respect to such defense.

7. Miscellaneous.

7.1 The Service Documentation will be governed by substantive federal laws, regulations and rules and, to the extent such laws, regulations and rules are not applicable, those of the State of New Mexico, without regard to conflicts of laws principles. Any portion of the Service Documentation which is inconsistent with applicable laws, regulations or rules will be deemed modified and applied in a manner consistent therewith, and Bank will incur no liability to the City as a result of the inconsistency or modification and application. If any portion of the Service Documentation is deemed unenforceable, it will not affect the enforceability of the remaining Service Documentation. Venue for any action arising out of or relating to this Agreement shall lie in state or federal courts in or for San Juan County, New Mexico. UNLESS PROHIBITED BY APPLICABLE LAW, BANK AND CITY HEREBY IRREVOCABLY WAIVE ALL RIGHT TO, AND WILL NOT SEEK, TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT OR THE SERVICE DOCUMENTATION.

7.2 Either party may provide notice to the other party by mail, personal delivery, or electronic transmission. Bank will use the most recent address for the City in Bank's

records, and any notice from Bank will be effective when sent. The City will use the address where the City's relationship manager or other manager is located and address any notice to the attention of such manager. Any notice from the City will be effective when actually received by Bank. Bank will be entitled to rely on any notice from the City that it believes in good faith was authorized by an authorized representative of the City and, except as expressly stated in the Service Documentation, will have no obligation to verify the signature (including an electronic signature).

7.3 This Agreement may be executed in any number of counterparts, which when taken together shall constitute one complete original of this Agreement. This Agreement may be executed and delivered via facsimile or any electronic means, such as email.

7.4 For the sake of clarity, except as expressly set forth in the Service Documentation, no modifications, amendments, or alterations in the terms or conditions to the Agreement shall be effective unless contained in a written document executed by City and Bank.

7.6 Bank will perform its obligations under this Agreement in accordance with: (i) applicable Federal laws, (ii) applicable state and local laws and regulations to the extent, in Bank's opinion, compliance would not conflict with applicable federal laws or industry banking practice or its own policies and procedures and (iii) Bank's Service Documentation.

7.7 Nothing in this Agreement gives rise to a right, expectation, or other entitlement on the part of the City to inspect, audit, examine, or visit any Bank data center, facilities, systems, networks or equipment; or (2) any technology documentation, test or scan results, or any other artifact relating to Bank's security practices. Bank can allow City to conduct audits of relevant records with reasonable prior notice during normal business hours in accordance with Bank's policies for the purpose of verifying the accuracy of amounts charged or compliance with contractual financial and record-keeping requirements.

7.8 Nothing in this Agreement shall be construed to alter or waive the City's rights under the New Mexico Tort Claims Act.

7.9 To the extent that any provision in this Agreement shall be finally determined by a court of competent jurisdiction to be void, illegal or otherwise unenforceable, the same shall have no effect upon the enforceability of the remaining provisions of this Agreement.

Each of the parties hereto agrees to be bound by the terms and conditions of this Agreement and each of the Attachments, as of the above written date.

City of Farmington

By: _____

Name: Nate Duckett

Title: Mayor

Wells Fargo Bank, N.A.

By: _____

Name: Rachel Brown

Title: Senior Commercial Relationship Manager

CITY OF FARMINGTON INCORPORATED SEAL (SEAL) 1901 ATTEST NEW MEXICO

Andrea Jones
City Clerk

Date: 6/4/24

Approves Compliance NMSA 1978 Annotated, Chapter 13 Public Purchases and Property:

Jennifer Rowland, Acting
Chief Procurement Officer

Date: 5/30/2024

Department Head Approval

Date: 5/30/2024

Legal Department Approved to Form

Exhibit A Negotiated Service Documentation Table of Contents

Master Agreement for Treasury Management Services

Commercial Account Agreement

Acceptance of Services

ACH and Related Services Service Description

Check Cashing Service Description

Check Collections Service Description

Check Disbursements and Fraud Prevention Services Service Description

Information Reporting and Image Delivery Service Description

Stagecoach Sweep Service Description Treasury Management Services

Treasury Management Product Enrolment

Wire Transfer Service Description

WELLS FARGO

Master Agreement for Treasury Management Services

The Service Documentation contains the terms under which Wells Fargo Bank, N.A. and the banks, branches or subsidiaries listed in Appendix X (collectively, "Bank") provide you treasury management services (each, a "Service"). "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in a Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Master Agreement for Treasury Management Services ("Agreement") are defined in this document.

You and we agree:

1. **Service documentation.** The Service Documentation contains the terms governing each Service and includes:
   a. The Service Description (which contains terms and conditions applicable to the specific Service),
   b. The Acceptance (which indicates your acceptance of the Service Documentation),
   c. This Agreement (which contains terms and conditions applicable to all Services),
   d. The account agreement governing the account(s) (each, an "Account") you use in connection with the Service,
   e. The Product Enrollment Form (which contains set-up information for each Service in which you are enrolling), and
   f. User Guides (which include our vendors' and our documentation related to the installation, set-up function, features, operation, use, pricing or other aspects of the Services, including Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Agreement and the Service Descriptions for Services you enroll in are posted on Wells Fargo Vantage℠ ("Vantage") f/k/a Commercial Electronic Office® (CEO®) . If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Agreement and all Service Documentation.

2. **Services.** You and we will agree upon the Services to be provided and the start date for each Service. Each Service is subject to the approval by our applicable branch or subsidiary. We will notify you when you have completed all requirements for enrolling in the Service and the Service is ready for you to use.

3. **Changes to services.** We may change (or add to) the terms and fees in the Service Documentation at any time. If a change to a Service requires a change to the Service Documentation, we will post the document(s) with the change on Vantage. When required by Applicable Law, we will notify you of the change. If you continue to use a Service after a change takes effect, you will be bound by the change. As used in this Agreement, the term "Applicable Law" means all applicable laws (including common or customary laws), statutes, constitutions, policies, decrees, judgments, treaties, regulations, directives, by-laws, rulings, orders or operating circulars governing our activities and/or any Transaction (see section 6-a) governed by this Agreement, including, but not limited to, the funds transfer system and clearing and settlement house rules.

4. **Term and termination.** Unless a Service is terminated in accordance with the Service Documentation, this Agreement and each Service will continue in effect until terminated by either party upon 30 days' prior written notice to the other party. When a Service is terminated for any reason, the Service Documentation governing the terminated Service is also terminated.

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Revised: April 4, 2023 – Modiifed for City of Farmington April 2024

We may suspend or terminate any Service:

a. After we notify you of a breach of any provision of the Service Documentation or any other agreement with us, and you fail to cure the breach (if it can be cured) within 30 days of the date of the notice; or
b. Without prior notice to you if:
    i. We reasonably suspect that an Account associated with a Service has been compromised or otherwise subject to irregular, unauthorized, fraudulent, or illegal activity,
    ii. You become subject to any insolvency or bankruptcy proceeding, or any receivership, liquidation, reorganization, or other similar proceeding, or you enter into any agreement or proceeding for voluntary liquidation, dissolution, composition with or assignment for the benefit of creditors or other winding up,
    iii. We determine in our sole discretion that continuing to provide a Service may place us at risk of financial loss or result in an unacceptable credit exposure,
    iv. Any guaranty of your obligations to us ("Guaranty") is terminated, revoked, or its validity contested by the guarantor ("Guarantor"),
    v. We determine in our sole discretion that a material adverse change has occurred in your ability to perform your obligations under the Service Documentation, or in the ability of a Guarantor to perform its obligations under a Guaranty, or
    vi. The Account necessary to provide a Service is closed.

The termination of a Service will not affect your or our respective rights and obligations with respect to the Service(s) provided before the termination including without limitation Transactions. We will not be liable to you for any losses or damages you may incur as a result of any termination of any Service or termination or restriction of any Vantage access rights under section 9(d) below.

5. Service fees. You will pay us the fees described in the Service Documentation and any taxes applicable to each Service, however designated, but excluding taxes based on our net income. We may debit your Account for any fees not covered by earnings credits and any taxes that are due, or we may send you an invoice for these amounts, which you will promptly pay. Our charges and fees are in the applicable fee schedule for Services used in connection with your Account.

6. Security procedures.

a. Unless otherwise agreed, you agree that "Security Procedure" is the applicable security procedure described in the Service Documentation for your Initiation Method for the Service, which we will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method we offer in the product enrollment form ("Set-up Form") or other Service Documentation for delivering your Transaction instructions to us with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means (i) any funds transfer, payment order, or payment instruction (including any communication cancelling or amending an instruction), and (ii) any instruction, data or other information which we receive in your name with respect to a funds transfer. The purpose of the Security Procedure is to verify the authenticity of the Transaction. We will not use the Security Procedure to detect an erroneous or duplicate Transaction. You will be responsible for any erroneous or duplicate transaction we receive in your name. You agree to be bound by each Transaction, whether or not authorized by you, issued in your name and accepted by us in compliance with the Security Procedure for the Service.
b. You agree that each Security Procedure for the Initiation Method in the Set-up Form or other Service Documentation for each of the Services (a) best meets your requirements with regard to the size, type and frequency of your Transactions, and (b) is commercially reasonable.

7. Confidential information. Unless otherwise stated in the Service Documentation, "Confidential Information" means all (a) User Guides, (b) Security Procedures, passwords, codes, security devices and related instructions and technical and non-technical information and intellectual property rights relating to our vendors' or our technology, IT infrastructure or data security, including trade secrets, systems information security program or processes, SSAE or SOC reports, and testing procedures or results. You will not acquire any ownership interest in or rights to Confidential Information as a result of your use of any Service.

You will:

a. Maintain the confidentiality of the Confidential Information,

b. Not disclose (or permit your employees or agents to disclose), copy, transfer, sublicense, or otherwise make any of it available to any person or entity, other than your employees who have a need to use the Confidential Information in connection with the applicable Service, and
c. Not decompile, reverse engineer, disassemble, modify, or create derivative works of any Confidential Information.

You will notify us immediately if you know of or suspect any unauthorized disclosure, possession, use, or knowledge (each, an "Unauthorized Use") of any Confidential Information. If you (or your employees or agents) are responsible for the Unauthorized Use, you will, at your expense, promptly take all actions, including initiating court proceedings to recover possession and prevent further Unauthorized Use of the Confidential Information. You will also compensate us for any injury caused to us as a result of the Unauthorized Use.

8. Currency conversion. When your instructions require us to convert the amount of a Transaction from the currency in which the Account is denominated ("Account Currency") to another currency ("Foreign Currency"), we will do so using the Applicable Exchange Rate in effect at the time we execute your Transaction. "Applicable Exchange Rate" means the exchange rate we set and use for you when we convert one currency to another currency and includes a markup. The markup factors include costs incurred, market risks and our desired return. The exchange rate we provide to you may be different from the exchange rates you see elsewhere. Foreign exchange rates are dynamic, and rates fluctuate over time based on market conditions, liquidity, and risks.

If a financial institution designated to receive the funds does not pay the beneficiary specified in the Transaction, and the funds are returned to us, we will not be liable to you for a sum greater than the amount of the Transaction after we have converted it from the Foreign Currency to the Account Currency using the Applicable Exchange Rate in effect at the time the funds are returned to us. You accept the risks of any change in the Applicable Exchange Rate between the time you request a Transaction and the time the Transaction is either completed or is unwound due to a cancellation, an amendment, a rejection, or a return.

9. Vantage.

a. Description of Vantage. Vantage is our electronic banking platform that is accessed through the Internet. Your Authorized Agents (defined below) may use Vantage to access (i) Services in which you have separately enrolled and (ii) third-party sites we may make available through Vantage. We offer different channels through which you may access Vantage, including personal computers and mobile devices. We may add or eliminate channels at any time. A Service or third party site accessible through one channel may not be accessible through another channel.
b. Access to Vantage. When you enroll in Vantage, and as we may determine is necessary after enrollment, we will provide Log-On Credentials (defined below) to the persons who are authorized to access Vantage on your behalf (each, an "Authorized Agent"). Log-On Credentials mean one or more secure methods we provide to access the Services and may include user IDs, passwords, token IDs, and other methods that we adopt from time to time. We have no obligation to separately verify or authenticate any communication we receive in your name through Vantage, whether or not it was actually from an Authorized Agent. You assume the entire risk of (i) unauthorized use of your Log-On Credentials and (ii) unencrypted electronic transmissions.
c. Administration of Vantage. We offer two options for administering Vantage: (i) Administration and (ii) Bank administration.
    i. Administration. If you enroll in the Administration option, there are three categories of Authorized Agents: Company Administrator, Administrator, or User. Unless you and we separately agree, we will provide Log-On Credentials only to your initial Company Administrator(s) who will (a) assign Log-On Credentials to other individuals and (b) designate those individuals as one of the following:
        (1) A Company Administrator, who may perform all functions of your initial Company Administrator,
        (2) An Administrator, who may perform all functions of an Administrator including designating other Administrator(s) and User(s), or
        (3) A User, who may access the Services designated by a Company Administrator or an Administrator, as well as those Services in which we permit a User to self-enroll.

        Each Company Administrator and Administrator has the authority to enroll you in additional Services. In addition to your use of Administration as described in this subsection, you may request that we assign Log-On Credentials to Users that you designate in writing to us. Your designation to us will specify the

Services which the User is authorized to access in addition to those Services in which we permit a User to self-enroll.

ii. Bank administration. For the Bank administration option, there is one category of Authorized Agent: Users. We will assign Log-On Credentials to each User you designate.

You will promptly revoke the Log-On Credentials of any Authorized Agent or User when that individual is no longer authorized to access Vantage. If you notify us in writing to revoke the Log-On Credentials of an Authorized Agent or User, we will have a reasonable time after receiving your written notification to revoke the individual's access.

d. Terminating access. We may terminate or restrict any Authorized Agent's access to any Service through Vantage if we determine such use:
   i. Does not comply with any term applicable to Vantage,
   ii. Is not permitted by Applicable Law,
   iii. Is not authorized by you or any third party whose authorization we believe is necessary, or
   iv. Should be denied for your or our protection (without us agreeing to or being required to make this determination in any circumstance).
e. Financial information. Financial market data, quotes, news, research, and other financial information developed by third parties and transmitted to us ("Financial Information") may be available to you at Vantage. The posting of any Financial Information or any other information or data at Vantage is not a recommendation by us of any particular Service or action. We do not guarantee the accuracy or completeness of any Financial Information, nor are we responsible for (i) the actions or omissions of the third parties developing or transmitting Financial Information or (ii) any decision you make or action you take by relying on any Financial Information.
f. Miscellaneous. For purposes of this section 9 only, "Service" includes each service and product we or any of our affiliates offer that you access through Vantage. This section 9 will survive the termination of any Service or this Agreement.

10. Alerts.

a. Non-subscribed alerts. When you enroll in Vantage or other channels or Services, you consent to receiving by email or other delivery channels, servicing messages that we determine are important or urgent. You do not need to subscribe to receive such alerts and you do not pay additional service fees.
b. Subscribed alerts. You may also enroll in fee-based alerts for applicable Services so that you can receive messages you subscribe to at the intervals and through delivery channels that you choose.

11. Liability and indemnification.

a. We are not obligated to honor, in whole or in part, any Transaction or other instruction that:
   i. Exceeds the available balance in the Account, unless otherwise provided in the Service Documentation,
   ii. Does not comply with the Service Documentation or our applicable policies, procedures, or practices made available to you,
   iii. We have reason to believe may not have been duly authorized, should not be honored for our or your protection, or involves funds subject to a hold, dispute, restriction, or legal process, or
   iv. Would possibly result in us not complying with Applicable Law.
b. Neither we nor our software vendors make any express or implied representations or warranties with respect to the Services or any software used in connection with the Services, including any warranty as to the merchantability or fitness for a particular purpose, other than those expressly set forth in the Service Documentation.
c. Any claim, action, or proceeding against us for losses or damages arising from a Service, must be brought within one year from the date of the act or omission, except as otherwise stated in the account agreement governing the Account.
d. We will have no liability for our failure to perform or delay in performing a Service if the failure or delay is due to circumstances beyond our reasonable control. If we determine that any funds transfer or communications network, Internet service provider, or other system used to provide a Service is unavailable, inaccessible, or otherwise unsuitable for use by you or us, we may, upon notice to you, suspend or discontinue the affected Service.

e. We will only be liable to you for actual damages incurred as a direct result of our failure to exercise reasonable care in providing the Services. Reasonable care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. Our policies and procedures are general internal guidelines for our use and do not establish a higher standard of care for us than otherwise established under Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by us to perform any of our obligations. Our liability to you will be limited to an amount not greater than 10 times our fees incurred in the calendar month immediately before the calendar month in which the loss or damages were incurred (or, if no fees were incurred in that month, our fees incurred in the month in which the losses or damages were incurred).

f. Except in the case of our negligence or intentional misconduct, you will indemnify and hold us, our directors, officers, employees and agents ("Representatives") harmless from all losses or damages that arise out of:
    i. The performance of a Service in compliance with the Service Documentation, including any warranty we are required to make to a third party in connection with a Service,
    ii. An act or omission of any of your agents, couriers, or Authorized Agents, and
    iii. If the Service includes a license or sublicense of any software, any use or distribution of the software by you or any person gaining access to the software through you that is inconsistent with the license or sublicense.

    You will promptly provide us with written proof of loss, and notify us if you become aware of any third party claim related to a Service. You will cooperate fully (and at your own expense) with us in recovering a loss. If we reimburse you, we or our designee will be subrogated to all of your rights (i.e., we will be entitled to assert any legal rights you had relating to the claim).

g. Except as expressly provided otherwise in the Service Documentation, neither party nor its Representatives will be liable to the other party for:
    i. Any special, consequential, incidental (including court costs and attorneys' fees), indirect, or punitive losses or damages, or
    ii. Business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation, or loss of anticipated savings, whether any claim is based on contract or tort, or whether the likelihood of these losses or damages was known to the other party and regardless of the form of the claim or action.

h. When you send payments on behalf of your third party customers, you agree you are solely liable to your customers for any and all losses those customers may suffer. We exclude all and any liability of whatever nature (including those losses detailed in subsection g above) arising out of your relationship with your customer.

12. Governing law. The Service Documentation will be governed by: (a) U.S. federal law and (b) the law of (i) the U.S. state in which the office of Bank that maintains the Account is located or, if there is no such state or no account associated with such Service, (ii) the State of New Mexico, without reference to its principles of conflicts of laws ("Governing Law").

13. Arbitration agreement. Agreed upon arbitration language has been added to Commercial Account Agreement, incorporated herein.

14. Jurisdiction. For any proceedings regarding this Agreement (not subject to arbitration as provided in this Agreement), you hereby irrevocably submit to the jurisdiction of the courts of San Juan County, New Mexico, or the federal courts located there and irrevocably agree that all claims in relating to the proceeding may be heard or determined in those courts.

15. Miscellaneous.

a. **Severability**. Any portion of the Service Documentation which is inconsistent with Applicable Law or Governing Law will be deemed modified and applied in a manner consistent therewith, and we will incur no liability to you as a result of the inconsistency or modification and application to any dispute regarding the Service Documentation. If any portion or provision of the Service Documentation is deemed unenforceable, it will not affect the enforceability or validity of the remaining Service Documentation nor the enforceability or validity of that portion or provision under the law of any other jurisdiction.

b. **Entire agreement.** The Service Documentation (and any documents referred to therein):

i. Constitutes the entire agreement between you and us regarding the Services we provide for all Accounts opened with us, and
ii. Supersedes and extinguishes all prior agreements, understandings, representations and warranties of any nature (including requests for proposals and other sales material), whether oral or written, between you and us relating to any of our Services (including any other Master Agreement for Treasury Management Services, but excluding the current Commercial Account Agreement or Global Commercial Account Agreement, as applicable).

c. **Electronic agreement.** To facilitate execution, the Service Documentation may be executed by a party in the form of an "Electronic Record" (as defined in the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. ["ESIGN Act"]). The Service Documentation may be executed in as many counterparts as may be required to reflect all parties' approval, and all counterparts will collectively constitute a single agreement. An "Electronic Signature" (as defined in the ESIGN Act) that can be authenticated will constitute an original and binding signature of a party. The fact that a document is in the form of an Electronic Record or is signed using an Electronic Signature will not, in and of itself, be grounds for invalidating such document.
d. **No waiver.** Neither our failure nor any delay by us in exercising any right or remedy will be deemed to be a waiver of the right or remedy. No course of dealing or waiver of any right on one occasion will constitute a modification of the Service Documentation or be a waiver of that right on a subsequent occasion.
e. **Third party beneficiaries.** Except as otherwise provided in the Service Documentation, no person or entity other than the parties to this Agreement will be deemed to be a third party beneficiary under the Service Documentation.
f. **Financial condition.** You will provide us promptly upon our request any existing financial statements or other information pertaining to your financial condition or any previously unprepared financial statements which we may require you to prepare and/or to be audited or reviewed by independent certified public accountants acceptable to us.
g. **Your representations and warranties.** You represent and warrant that: (i) you will not use any Service in a manner that would violate any Applicable Law by you or us; (ii) if you employ an agent in connection with its use of any Service, you represent and warrant to us that: (1) your governing body has duly authorized the agent; (2) you will exercise appropriate controls to ensure each authorized agent does not exceed the authority granted to it; and (3) you will preserve the confidentiality of the Log-On Credentials and immediately notify us if you become aware or suspect that any Log-On Credential may have been compromised.
h. **Use of names.** You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release, or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior written approval for such use.
i. **Notices and communications.** Either party may provide notice to the other party by mail, personal delivery, or electronic transmission.
    i. You will notify us promptly in writing of any change in your name, Address, legal status, or any other changes relevant to the conduct of the Account or affecting your business relationship with us.
    ii. The term "Address" as used in this Agreement refers to a mailing or electronic address.
    iii. You will use the Address where your relationship manager or other manager is located and will address any notice to the attention of the manager.
    iv. Each party will have a reasonable time after receipt of any notice to act on it.
    v. Any communication or notice to us from your agent about your use of a Service will be deemed to be a communication from you, and you authorize us to communicate with your agent about any such communication or Service.
    vi. We are entitled to rely on any communication or notice from you that we believe in good faith was authorized by your authorized representative or Authorized Agent and, we will have no obligation to verify or authenticate an identity of a sender or signature on any notice or communication, except as expressly provided in the Service Documentation.

16. **Survival.** Sections 7, 9, 11 - 15 will survive termination of the Services or this Agreement.

Appendix X

Applicable Branches or Subsidiaries of Bank

1. Wells Fargo Bank, N.A., UK Branch
2. Wells Fargo Bank, N.A., Canadian Branch
3. Wells Fargo Bank, National Association, Shanghai Branch
4. Wells Fargo Bank, National Association, Hong Kong Branch

Commercial Account Agreement

Effective May 2022

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Welcome to Wells Fargo

Thank you for opening an account with us. We value your relationship and hope we answered all your questions when you opened your account. Please review this account agreement for further details about your account and related services.

What words do we use to refer to you (the customer), Wells Fargo, and this account agreement?

- Customer is "company", "you", "your", or "yours".
- Wells Fargo Bank, N.A. is "Wells Fargo", "bank", "we", "us" or "our".
- This Commercial Account Agreement and the disclosures listed below constitute the "Agreement":
  - The pricing information and other account-related information
  - Our privacy policy
  - Our rate sheets for interest-bearing accounts
  - Any additional disclosures we provide to you about your account and related services

When can you begin using your account?

We will notify you when your account and related services may be used. We reserve the right to restrict use of your account and related services until we have approved your use of the account and services and completed setting them up.

You should not attempt to use your account or provide any information about your account to any third party until we have confirmed that your account is available to process transactions.

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Modified for City of Farmington April 2024

About this Agreement

What information does the Agreement contain?

The Agreement:

- Explains the terms of your banking relationship with Wells Fargo and applies to new and existing accounts and services, and
- Replaces all prior deposit agreements including any oral or written representations.

You are responsible for ensuring that any signer on your account is familiar with this Agreement.

We suggest you keep a copy of this Agreement - and any further information we provide you about changes to this Agreement - for as long as you maintain your Wells Fargo accounts.

Words with specific meanings

Certain words have specific meanings as they are used throughout this Agreement. These words and their meanings are defined in this section, and others are found later in this Agreement.

Affiliate

A bank or other entity that is, directly or indirectly, a wholly or substantially owned subsidiary of Wells Fargo & Company.

Account

Any business deposit account or commercial deposit account that is not held or maintained primarily for personal, family or household purposes. Examples of accounts include an account owned by an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability partnership, a limited liability company, a corporation, a joint venture, a non-profit corporation, an employee benefit plan or a governmental unit including an Indian tribal entity.

Business day

Every day is a business day except Saturday, Sunday, and federal holidays.

Collected balance

The collected balance is the ledger balance in your account less the deposit float.

Deposit float

The deposit float is the total dollar amount of items deposited in your account that has yet to be credited as part of your collected balance as a result of the Bank's or applicable affiliate's collection schedule.

Investable balance

The investable balance is the collected balance in your account less the portion required by law to be held at a Federal Reserve Bank and other adjustments.

Item

An item is an order, instruction, or authorization to withdraw or pay funds or money from your account. Examples include checks, drafts, and electronic transactions, including ACH. Paper items may be referred to as checks in this Agreement.

Ledger balance

The ledger balance is the balance in your account after all debits and credits for the business day have been posted.

Overdraft

An overdraft is a negative balance in your account.

Signer

A person who has your actual or apparent authority to transact business in connection with your account and services. We may rely solely on our records to determine the form of ownership of and the signers on your account.

Are we allowed to change the Agreement?

Yes. We can change the Agreement by adding new terms or conditions, or by modifying or deleting existing ones. We refer to each addition, modification, or deletion to the Agreement as a modification.

Notice of a modification: If we are required to notify you of a modification to the Agreement, we will describe the modification and its effective date by a message in your account statement or by any other appropriate means.

Waiver of a term of the Agreement: If we waive a right related to your account under this Agreement on one or more occasions, it does not mean we are obligated to waive the same right on any other occasion.

How do you consent to the Agreement and any future modifications to the Agreement?

By signing the Agreement or using your account or service, you consent to this Agreement. Continuing to maintain or use the account or service after a modification to the Agreement means that you have consented to the changes.

Can you consent to the Agreement electronically?

Yes. You may consent to the Agreement using your "Electronic Signature", as defined in the Electronic Signatures in Global and National Commerce Act ("ESIGN Act"), and we may accept your Electronic Signature on any other account-related document. Under the ESIGN Act, your Electronic Signature will constitute your original and binding signature. The fact that you sign using your Electronic Signature will not, by itself, be grounds for invalidating the document.

What happens if a term of the Agreement is determined to be invalid?

Any term of the Agreement that is inconsistent with the laws governing your account will be considered to be modified by us and applied in a manner consistent with those laws. Any term of the Agreement that a court of competent jurisdiction determines to be invalid will be modified accordingly. In either case, the modification will not affect the enforceability or validity of the remaining terms of the Agreement.

With whom will we communicate about your account?

We may provide you or a signer with information about your account. When we receive information from a signer, we treat it as a communication from you. You agree to notify us promptly in writing if a signer no longer has authority on your account.

Resolving disputes through arbitration

If the Parties are unable to resolve any dispute within thirty (30) days of the occurrence of the event or circumstances giving rise to the dispute, the dispute may be submitted to mediation upon the mutual agreement of the Parties. In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation and the aggregate amount of the claim (including counterclaims) is less than Two Hundred Fifty Thousand Dollars ($250,000), then the dispute must be resolved by binding arbitration. Such arbitration must be governed by the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq*. (2001), as amended from time to time. A Party demanding arbitration must give the other Party timely notice of such election and such notice must describe the nature of the dispute and the amount in controversy. The Parties must then jointly select an arbitrator and failing such mutual agreement, the arbitrator must be appointed by a District Court Judge from San Juan County, New Mexico. The arbitration must be held in Farmington, New Mexico unless otherwise agreed to by the parties. Discovery must be by agreement of the Parties or as ordered by the arbitrator.

In the event the Parties do not agree to mediate the dispute or are unable to resolve the dispute through mediation, and the aggregate amount of the claim in dispute equals or exceeds Two Hundred Fifty Thousand Dollars ($250,000), then the Parties may agree to submit the matter to binding arbitration under the New Mexico Uniform Arbitration Act, § 44-7A-8, *et seq*. (2001), as amended from time to time, and failing such agreement, either Party may bring an action in the federal or state courts of New Mexico.

All costs of mediation or arbitration, including the fees of the mediator or arbitrator, must be split equally by the Parties, except that the Parties must be responsible for payment of their own attorney fees, expert fees, preparation fees, travel, and similar costs. This agreement to arbitrate must be specifically enforceable under the prevailing arbitration law of the State of New Mexico. Indemnity claims are not subject to mandatory arbitration. Nothing in this section must affect restrict, condition, or otherwise limit a Party's right to terminate this Agreement pursuant to Section 4.

Can either Wells Fargo or you participate in class or representative actions?

No. Wells Fargo and you agree that the resolution of any dispute arising from the terms of this Agreement will be resolved by a separate arbitration proceeding and will not be consolidated with other disputes or treated as a class. Neither Wells Fargo nor you will be entitled to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. If any provision related to a class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation is found to be illegal or unenforceable, the entire Arbitration Agreement will be unenforceable.

Important legal information

What laws govern your account?

The laws governing your account include:

- Laws, rules, and regulations of the United States, and
- Laws of the state in which the office that maintains your account is located, without regard to its conflicts of laws principles.

If a different state law applies, we will notify you.

Any funds transfer (including a wire transfer) that is a remittance transfer as defined in Regulation E, Subpart B, will be governed by the laws of the United States and, to the extent applicable, the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, without regard to its conflict of laws principles.

What are our rules on illegal transactions?

You must not use your account or any relationship you may have with us for any illegal purpose, including "restricted transactions" as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulation, Regulation GG. In our discretion, we may block or otherwise prevent or prohibit those transactions and, further, we may close the account or end our relationship with you.

Are we your fiduciary?

No. Our relationship to you concerning your account is that of a debtor and creditor. There is no fiduciary, quasi-fiduciary, or special relationship between you and us.

Will any person or entity be considered a third party beneficiary under this Agreement?

No. No other person or entity will be considered to be a third party beneficiary under this Agreement.

Can you use our name or refer to our relationship without our consent?

No. You and we will not use each other's name or refer to our relationship in any solicitation, marketing material, advertisement, news release or other written, online or oral communication without specific prior written consent for each such use or release, except that we may use your name as a reference in service proposals if we obtain your prior oral or written approval for such use.

What is the controlling language of our relationship?

English is the controlling language of our relationship with you. If there is a discrepancy between our English-language and translated materials, the English version prevails over the translation.

How will we contact you about your account?

For us to service your account or collect any amount you owe, we may contact you by telephone, text, email, or mail. We are permitted to use any address, telephone number or email address you provide. You agree to provide accurate and current contact information and only give us telephone numbers and email addresses that belong to you.

When you give us a telephone number, you are providing your express consent permitting us (and any party acting on behalf of Wells Fargo) to contact you by calling or texting that telephone number. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, even if it is a mobile phone number or other communication service for which the called party may be charged.

What courts may be used to resolve a dispute?

Wells Fargo and you each agree that any lawsuits, claims, or other proceedings arising from or relating to your account or the Agreement, including the enforcement of the Arbitration Agreement and the entry of judgment on any arbitration award, will be venued exclusively in the state or federal courts in the state whose laws govern your account, without regard to conflict of laws principles.

Statements and other notices relating to your deposit account

How do we make account statements and notices available to you?

We will mail, send electronically, or otherwise make available to you an account statement reflecting your account activity for each statement period. We will do the same with notices. We will send all account statements and notices to the postal or electronic address associated with your account.

Combined account statements:To reduce the number of separate account statements you receive each month, we may combine statements if you have more than one deposit account.

If we provide a combined account statement for your accounts, we consider your first account as your primary account. You will receive your account statement at the address listed for your primary account. Statements for accounts in a combined statement will be delivered according to the delivery preference of the primary account.

When are your account statements and notices considered received?

If there is more than one signer on your account, we may send statements and notices to any one of them (unless you have otherwise instructed us in writing). You assume the risk of loss in the mail.

Mailed account statements:When we mail your account statement or notices, we consider it received by you on the second business day after mailing it.

Electronic delivery of account statements:Account statements will be made available through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, after the end of the statement period. You will be notified by email that the account statement is available for viewing. We consider the account statement to be delivered to you when it is available online.

What happens if your account statements or notices are returned or undeliverable?

Unless otherwise prohibited by the laws governing this Agreement, your account statements or notices will be considered unclaimed or undeliverable if:

- Two or more account statements or notices are returned to us through the mail because of an incorrect address, or
- We notify you electronically that your account statement or notices are available for viewing at Wells Fargo Business Online® Banking or the Commercial Electronic Office®, as applicable, and we receive email notifications that our message is undeliverable.

  In either event, we may:

  - Discontinue sending account statements and notices, and
  - Destroy account statements and notices returned to us as undeliverable

How can you or Wells Fargo change your address for your account?

Address change requests you make: You can change the postal or email address or other means by which we make your account statements and notices available to you at any time by notifying us of your request by telephone or email. We will act on your request within a reasonable time after we receive it. Unless you instruct otherwise, we may change the postal or email address only for the accounts you specify or for all or some of your other accounts with us.

Address changes we make: We may update your listed address without a request from you if we:

- Receive an address change notice from the U.S. Postal Service,
- Receive information from another party in the business of providing correct address details that your actual address does not match the listed address for your account or card, or
- Identify a need to rely on another address you have provided us.

When are notices you send to us effective?

Any notice from you is effective once we receive it and have a reasonable opportunity to act on it.

What obligations do you have to review account statements and notices and notify us of unauthorized transactions or errors?

You are obligated to:

Examine your account statements and notices promptly and carefully.

Notify us promptly of any errors.

Notify us **within 30 days** after we have made your account statement or a notice available to you of any unauthorized transaction on your account. *Note:* If the same person has made two or more unauthorized transactions and you do not notify us of the first one within this 30-day period, we will not be responsible for unauthorized transactions made by the same wrongdoer.

Notify us **within 6 months** after we have made your account statement or a notice available to you if you identify any endorsements which are unauthorized or missing, or other errors relating to endorsements on your checks.

You can notify us of unauthorized transactions or errors on your account statement by promptly:

- Calling the telephone number listed on your account statement or in notices, or
- Sending us a written report (if instructed by us) as soon as possible, and at least within the specified timeframes.

Funds transfers are subject to different time periods for notification of errors, as described in the "Fund transfer services" part of this Agreement. Common examples of fund transfers are ACH, wire transfers, and Real-Time Payments **(RTP®).**

What happens if you do not notify us of an unauthorized transaction within the time frames specified above?

If you do not notify us of any unauthorized transaction, error, or claim for a credit or refund within the time frames specified above, your account statement or transaction will be considered correct. We will not be responsible for any unauthorized transaction, error, or claim for transactions included in this statement.

When is a check unauthorized?

A check is unauthorized when it is:

- Not signed by a signer on your account, or you have not otherwise authorized or benefitted from it,
- Forged, or
- Altered (for example, the amount of a check or the payee's name is changed).

What happens when you report an unauthorized transaction?

We investigate any reports of unauthorized activity on your account. After you submit a claim, we may require you to:

- Complete and return the claim form and any other documents we require,
- Notify law enforcement, and
- Cooperate fully with us in our investigation.

We can reverse any credit made to your account resulting from a claim of unauthorized transaction if you do not cooperate fully with us in our investigation or recovery efforts, or we determine the transaction was authorized.

Are you responsible for taking reasonable steps to help prevent fraud on your account?

Yes. You agree to take reasonable steps to ensure the integrity of your account and items drawn on your account or deposited to it. You acknowledge that there is a growing risk of losses resulting from unauthorized items. To help prevent fraud and protect your assets, we recommend that you take these preventive measures:

Assign responsibilities for your account to multiple individuals. The individuals who reconcile statements for your account should be different from the individuals who issue items drawn on your account.

Reconcile statements for your account as you receive them; notify us promptly of any problem.

Contact us promptly if you do not receive the statement for your account when you would normally expect to.

Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.

Secure your supply of checks at all times. Stolen checks are a common method of fraud.

Periodically reassign accounting duties, such as reconciling your account or making a deposit.

Review your transaction activity for unexpected fluctuations. For example, compare the percentage of cash deposits to total deposit size. Most businesses will maintain a constant average. A large fluctuation might indicate fraud.

Destroy any checks that you do not intend to use.

Use tamper resistant checks at all times.

Notify us promptly when a signer's authority ends so that his/her name can be deleted from our records for your account, and any cards that we have issued to him/her or online access can be cancelled.

Do not sign blank checks.

Obtain insurance coverage for these risks.

This is not an exhaustive list and there may be additional preventive measures you may take to prevent fraud and protect your account.

Protection against unauthorized items

Does Wells Fargo offer services to help prevent fraud on your account?

Yes. We offer services for your account that provide effective means for controlling the risk from unauthorized items.

Examples of these services include:

- Positive Pay, Positive Pay with payee validation, and Reverse Positive Pay
- ACH fraud filter, and
- Payment authorization service.

In addition, we may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an "industry best practice." Dual custody is an example of an industry best practice. With dual custody, when one user initiates an action, like a payment or a change in the set-up of a service, the action does not take effect until a second user approves the action using a different computer or mobile device than one used to initiate the action.

What are potential consequences if you do not implement a fraud prevention service or industry best practice Wells Fargo has recommended?

If we have expressly recommended you use a fraud prevention service or industry best practice and you either (a) decide not to implement or use the recommended service or industry best practice, or (b) fail to use it in accordance with the applicable service description or other applicable documentation, then you will be treated as having assumed the risk of any losses that could have been prevented or mitigated by correct use of the recommended fraud prevention service or industry best practice.

Lost or stolen checks; unauthorized items

If any of your unissued checks have been lost or stolen, or if you learn that unauthorized items are being issued on your account, you agree to notify us at once. To the extent that your failure to notify us hampers our ability to prevent loss, we will be relieved of any liability for those items. Upon receipt of any notice from you, we - without any liability to you - will dishonor any item you, or any signer, has indicated is unauthorized and may:

- Close your account and open a new account for you, or
- Pay any item presented for payment on your account, provided you have instructed us to pay that item and given us its number.

If we open a new account for you and you have authorized a third party to automatically make regular deposits to or withdrawals from your account (such as wire or ACH transfers), we will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you because you did not notify that third party in a timely fashion of the number of your new account.

When does your account become dormant?

Checking accounts, savings accounts, and time accounts *(CDs)*

Generally, your account becomes dormant if you do not initiate an account-related activity for:

- 12 months for a checking account,
- 34 months for a savings account, or
- 34 months after the first renewal for a time account.

An account-related activity is determined by the laws governing your account. Examples of account-related activity are depositing or withdrawing funds at a banking location or ATM, or writing a check which is paid from the account.

Automatic transactions (including recurring and one-time}, such as pre-authorized transfers, payments and electronic deposits (including direct deposits}, set up on the account may not prevent the account from becoming dormant.

What happens to a dormant account?

We put safeguards in place to protect a dormant account which may include restricting the following transactions:

- Transfers by telephone,
- Transfers or payments through Wells Fargo Business Online® Banking or the Commercial Electronic Office®, and
- Wire transfers (incoming and outgoing).

Normal monthly service and other fees continue to apply (except where prohibited by law).

If you do not initiate an account-related activity on the account within the time period as specified by state unclaimed

property laws, your account funds may be transferred to the appropriate state. This transfer is known as "escheat." If your account becomes escheatable, account statements will no longer be available. Your account will be closed. To recover your account funds, you must file a claim with the state.

Rights and responsibilities

What responsibilities do you and Wells Fargo have to each other?

You and we are responsible for complying with the Agreement. We exercise ordinary care when we provide services. When we take a check for processing by automated means, ordinary care does not require us to examine the check. In all other cases, ordinary care requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks.

Except to the extent we fail to exercise ordinary care or to comply with the Agreement, you agree to indemnify and hold us harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney's fees and expenses) arising out of or in any way connected with our performance under the Agreement. You agree this indemnification will survive termination of the Agreement.

In no event will either Wells Fargo or you be liable to the other for any special, consequential, indirect, or punitive damages. The limitation does not apply where the laws governing your account prohibit it.

We will not have any liability to you if your account has non-sufficient available funds to pay your items due to actions we have taken according to the Agreement.

Circumstances beyond your control or ours may arise and make it impossible for us to provide services to you or for you to perform your duties under the Agreement. If this happens, neither Wells Fargo nor you will be in violation of the Agreement.

Are you obligated to pay our fees?

Yes. By continuing to maintain your account you agree to pay our fees according to the pricing information.

Why do we charge a recoupment fee?

We assess the recoupment fee to partially recover insurance premiums we pay to the FDIC for deposit insurance. The amount of the recoupment fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance you maintain in your account. The recoupment fee is subject to change by us at any time upon prior written notice to you.

Note: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee.

Is your account subject to a deposit balance fee?

We reserve the right to assess a monthly deposit balance fee on the average positive collected balance in your business and commercial deposit account(s) with us. When we assess the deposit balance fee, the amount of the fee will appear on the periodic statement or client analysis statement for your account(s). The deposit balance fee is subject to change by us at any time without notice.

Are you responsible for paying taxes?

Yes. Fees may be subject to state and local sales taxes, which vary by location, and will be assessed as appropriate. You also agree to pay an amount equal to any other applicable taxes, including backup withholding tax.

How do you pay our fees and expenses?

We are permitted to either directly debit your account or invoice you for our fees, expenses, and taxes incurred in connection with your account and related services. We will debit service fees on the day of each calendar month we separately disclose to you, or if that day is not a business day, on the next business day. If there are non-sufficient funds in your account to cover the debit, we may create an overdraft on your account.

If an earnings allowance accrues, do we apply it to your fees and expenses?

Yes. If an earnings allowance accrues on your account, we will apply your accrued earnings allowance to eligible fees and expenses on a monthly basis (unless we otherwise indicate in writing). If both an earnings allowance and interest accrue on your account, the interest may be shown as an offset to the earnings allowance on the client analysis statement for your account. If your earnings allowance exceeds your total maintenance and activity fees for the statement cycle for your account, the excess credit is not paid to you, nor is it carried forward to the following statement cycle. We may debit your account (or any other account you maintain with us) or invoice you for any amount by which the fees and expenses exceed the accrued earnings allowance on your account.

Note: Your earnings allowance is calculated by applying the earnings credit rate to the investable balance available in your account. The earnings credit rate is a variable rate that we may change at any time

May we use the funds in your accounts to cover debts you owe us?

Yes. We have the right to apply funds in your accounts to any debt you owe us. This is known as setoff. When we set off a debt you owe us, we reduce the funds in your accounts by the amount of the debt. We are not required to give you any prior notice to exercise our right of setoff.

A debt includes any amount you owe individually or together with someone else, both now and in the future. It includes any overdrafts and our fees. We may set off for any debt you owe us that is due or past due as allowed by the laws governing your account.

If your account is an unmatured time account, then we may deduct any early withdrawal fee or penalty. This may be due as a result of our having exercised our right of setoff.

If you have a sweep account, you authorize us to redeem your shares in the designated money market fund and apply the proceeds to any amount you owe us. Our right to setoff is in addition to and apart from any other rights under any other security interest you may have granted to us.

Do you grant us a security interest in your accounts with us?

Yes. To ensure you pay us all amounts you owe us under the Agreement (e.g., overdrafts and fees), you grant us a lien on and security interest in each account you maintain with us, including your accounts with any affiliate. By opening and maintaining each account with us, you consent to our asserting our security interest if the laws governing the Agreement require your consent. Our rights under this security interest are in addition to and apart from any other rights under any

other security interest you may have granted to us.

Can Wells Fargo benefit from having the use of funds in customers' non-interest bearing accounts?

Yes. We may use these funds to reduce our borrowing from other sources such as the Fed Funds market, or invest them in short-term investments such as our Federal Reserve Account. This benefit may be referred to as spread. It is not possible to quantify the benefit to us that may be attributable to a particular customer's funds. That's because funds from all customers' non-interest earning accounts are aggregated to reduce our borrowing costs and for investment, and our use of funds may vary depending on a number of factors including interest rates, Federal Funds rates, credit risks, and our anticipated funding needs. Our use of funds as described in this paragraph has no effect or impact on your use of and access to funds in your account.

What is the applicable exchange rate?

The applicable exchange rate is the exchange rate we set and use for you when we convert one currency to another currency. It includes a markup. The markup factors include without limitation costs incurred, market risks, and our desired return. The exchange rate we provide to you may be different from exchange rates you see elsewhere. Foreign exchange markets are dynamic and rates fluctuate over time based on market conditions, liquidity, and risks. We reserve the right to refuse to process any request for a foreign exchange transaction.

What is FDIC "pass-through" insurance?

FDIC "pass-through" insurance is FDIC insurance that could exceed the standard maximum deposit insurance amount (currently $250,000 per depositor in the same ownership right and capacity). When you use your account to hold funds on behalf of third parties who are the beneficial owners of the funds, your account may qualify for FDIC pass-through insurance, provided you meet FDIC account titling and recordkeeping requirements. With FDIC pass-through insurance, each beneficial owner's funds held in your account are aggregated with other funds the beneficial owner holds in accounts with us in the same ownership right and capacity. The beneficial owner's aggregated funds are insured by the FDIC up to the standard maximum deposit insurance amount. Examples of holding funds on behalf of third parties include funds you hold as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others.

What are the FDIC's recordkeeping requirements for pass-through FDIC insurance when your account has "transactional features"?

For any account with "transactional features" you agree to provide the FDIC (a) with the required information about the beneficial owners of the funds in your account, (b) in the required format, (c) within 24 hours of our failure. Your account has "transactional features" when funds can be transferred from the account, as detailed in 12 CFR 370.2U).

What are the consequences if you are unable to provide the FDIC with the necessary data on the beneficial owners of funds in your account in the required format in the specified time frame?

As soon as the FDIC is appointed as our receiver, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination. This hold will not be released until the FDIC obtains the necessary data to enable it to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC in the required format and in the specified time frame may result in a delay in receipt of insured funds by the beneficial owners of the funds in your account and legal claims against you from the beneficial owners.

Detailed information about the FDIC's requirements for pass-through FDIC insurance coverage are available at the FDIC's website. Notwithstanding other provisions in this Agreement, these three FDIC subsections survive after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of these subsections.

What are we allowed to do if there is an adverse claim against your account?

An adverse claim occurs when:

- Any person or entity makes a claim against your account funds,
- We believe a conflict exists between or among the signers on your account, or
- We believe a dispute exists over who has account ownership or authority to withdraw funds from your account.

In these situations, we may take any of the following actions without any responsibility to you:

- Continue to rely on the documents we have on file for your account.
- Honor the claim against your account funds if we are satisfied the claim is valid.
- Freeze all or a part of the funds in your account until we believe the dispute is resolved to our satisfaction.
- Close your account and send a check for the available balance in your account payable to you or to you and each person or entity who claimed the funds.
- Pay the funds into an appropriate court.

We also may charge any account you maintain with us for our fees and expenses in taking these actions (including attorney's fees and expenses).

How do we handle legal process?

Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, and other legal process relating to your account.

We are permitted to accept and act on any legal process we believe to be valid, regardless of how and where it is served, including if process is served in locations, states, or jurisdictions other than the jurisdiction in which the account was opened or the account, property, or records are located. We may, but are not required to, provide notice of legal process relating to your account(s).

Any fees or expenses (including attorney's fees and expenses) or losses we incur as a result of responding to legal process related to your account(s) are your responsibility. We may charge these costs to any account you maintain with us.

If you carry special insurance for employee fraud or embezzlement, can we require you to file your claim with your insurance company before making any claim against us?

Yes. If you have special insurance for employee fraud or embezzlement, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In that event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

Are there any minimum balance requirements or other restrictions?

We may impose minimum balance requirements or other restrictions on your account, which we will disclose to you in writing.

Are we allowed to restrict access to your account?

Yes. If we suspect any suspicious, unauthorized, or unlawful activities, we can restrict access to your account and other accounts with us that you maintain or control.

Are we allowed to convert your account without your request?

Yes. We can convert your account to another type of account (by giving you any required notice).

Are we allowed to terminate or suspend a service related to your account?

Yes. We can terminate or suspend specific services (e.g., wire transfers) related to your account without closing your account and without prior notice to you. You can discontinue using a service at any time.

When can we close your account?

- We reserve the right to close your account at any time.
- If we close your account, we may send the remaining balance on deposit in your account by mail or credit it to another account you maintain with us.
- We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.
- After your account is closed, you will remain responsible for any negative balance.

When can you close your account?

You can request to close your account at any time if the account is in good standing (e.g., does not have a negative balance or restrictions such as holds on funds, legal order holds, or court blocks on the account). At the time of your request, we will assist you in withdrawing or transferring any remaining funds, bringing your account balance to zero.

Whether you or we close the account, you agree to maintain on deposit in your account sufficient funds (determined in our sole discretion) to cover outstanding items to be paid from your account, charge-backs including returned deposited items, and our fees and expenses.

All outstanding items need to be processed and posted to your account before you make a request to close. Once the account is closed, items will be returned unpaid.

Any recurring payments or withdrawals from your account need to be cancelled before you make a request to close (examples include bill payments and direct deposits). Otherwise, they may be returned unpaid.

We will not be liable for any loss or damage that may result from not honoring items or recurring payments or withdrawals that are received after your account is closed.

At the time of your request to close:

For interest-earning accounts, your funds stop earning interest from the date of your request.

The Agreement continues to apply.

If you have requested closing your account and a positive balance remains, we may send you a check for the remaining balance.

After your account is closed, you will remain responsible for any negative balance.

Are transactions subject to verification by us?

Yes. All transactions are subject to our verification. This includes cash, items, or other funds offered for deposit for which we have provided a receipt. We do not verify all transactions. We reserve the right to reverse or otherwise adjust, at any time without prior notice to you, any debit or credit we believe we have erroneously made to your account.

Are we required to accept all deposits to your account?

No. We may decline all or part of a deposit, including a cash deposit. Some examples are:

- An item made out to a payee not on your account,
- An item with an endorsement we are unable to verify,
- A check or draft issued on a credit account,
- A very large cash deposit, and
- A non-U.S. item.

When we are unable to verify an endorsement on an item, we can also decline to pay, cash, or send the item for collection. We can require all endorsers to be present and we may require you to deposit the item instead of permitting you to cash it. For non-U.S. items, please see the response to "How do we handle non-U.S. items?". We may require any person wanting to make a cash deposit to provide an acceptable form of identification before we accept the deposit for processing.

Who is responsible to make sure the declared amount of funds offered for deposit is accurate?

It is your responsibility, and we have no obligation to make sure the declared amount of your deposit is accurate. If we find a discrepancy exists between the declared and the actual amount of the funds, we are permitted to debit or credit

your account and we may notify you if any adjustments are made. We are also permitted to use the declared amount as the correct amount to be deposited and to not adjust a discrepancy if it is less than our standard adjustment amount. We are permitted to vary our standard adjustment amount from time to time without notice to you and to use different amounts depending on account type.

You may arrange for us to adjust all discrepancies identified during any verification without using our standard adjustment amount by contacting your relationship manager.

What happens if there is an error in the amount of a deposit?

If you notify us of an error in the amount of a deposit shown on your account statement within 30 days after receiving your account statement or it is made available to you, we will review the deposit and make any adjustment we determine is appropriate, subject to any applicable fees. If you do not notify us during this timeframe, we will consider the deposit amount on your statement to be correct. This means that if the actual amount is less than the amount on the statement, the difference will become your property. If the actual amount is more than the amount shown on the statement, the difference will become our property.

Are we allowed to obtain credit reports or other reports about you?

Yes. We can obtain a credit or other report about you to help us determine whether to open or maintain an account. Other reports we can obtain include information from the following: 1) motor vehicle departments, 2) other state agencies, or 3) public records.

Are we required to obtain a tax identification number certification from you?

Yes. U.S. Treasury regulations require us to determine the tax residency of all customers and payees who could receive income that is reportable to the IRS. We accomplish this by obtaining a Form W-9 from all U.S. taxpayers and a type of Form W-8 from all foreign customers.

- For U.S. taxpayers, the Form W-9 is how we document U.S. tax residency and obtain a Taxpayer Identification Number ("TIN") from the primary owner of each account that earns reportable income. Until we have received the Form W-9 and TIN, we are required to apply backup withholding to that income.
- Foreign individuals (also referred to as nonresident aliens) and foreign entities document their tax residency outside the U.S. on the applicable type of Form W-8. That form also allows us to apply the correct withholding rate or exemption to your income earned in the U.S. If you do not provide a valid type of Form W-8, we are required to apply the 30% withholding rate, or in some cases, presume you are an uncertified U.S. taxpayer subject to backup withholding on all income and gross proceeds regardless of whether or not it is U.S. sourced.
- Accounts jointly owned by at least one foreign individual or entity must provide a Form W-8 or Form W-9 for all of the joint owners.
- Foreign individuals provide a Form W-8BEN. Foreign entities that are the beneficial owner of the income provide a Form W-8BEN-E unless they can make a special withholding exemption claim and instead provide either a Form W-8EXP or Form W-8ECI.
- Entities that act as intermediaries or flow-through entities receiving income on behalf of someone else provide a Form W-81MY. In some cases, that Form W-81MY must also include a withholding statement that allocates the income to each of the beneficial owners and copies of the tax certification documentation for those underlying beneficial owners.

If you own your account as an individual or sole proprietor, upon your death we must be provided with the estate's or successor's IRS Form W-9 or Form W-8. If these are not provided, we may either refuse to pay interest earned on your account from the date of your death or apply backup withholding on the income earned after the date of your death.

When do we share information about your account with others?

Generally, if we do not have your consent, we will not share information about your account. However, we may share information about your account under the following circumstances:

- To comply with the laws governing this Agreement;

- In connection with examinations by state and federal banking authorities;
- To comply with any legal process, including a subpoena, search warrant, or other order of a government agency or court;
- When we determine that disclosure is necessary or appropriate in order to complete a transaction;
- To verify the existence and condition of your account for a third party, such as a merchant or credit bureau;
- To provide information to your legal representative or successor;
- When reporting the involuntary closure of your account;
- When we conclude that disclosure is necessary to protect you, your account, or our interests;
- To our agents, independent contractors, and other representatives in connection with the servicing or processing of your account or account transactions, account analysis, or similar purposes;
- To our affiliates and affiliated companies; and
- If you give your permission.

How do we protect your data?

We are part of an international business with affiliated companies, employees, and service providers (collectively "Personnel") located in the United States and a number of countries around the world. Any information or data we obtain in connection with or relating to your accounts or services, including personal information (collectively "Data"), may be accessed by Personnel in any of these countries. Any of these Personnel will be subject to the requirements of our information security program, which includes policies to protect Data and limit access to those Personnel with a reasonable business need to know.

Are we allowed to monitor and record our communications with you?

Yes. We can monitor, record, and retain your communications with us at any time without further notice to anyone, unless the laws governing your account require further notice.

Monitored and recorded communications include:

- Telephone conversations,
- Electronic messages,
- Electronic records, or
- Other data transmissions.

Is your wireless operator authorized to provide information to assist in verifying your identity?

Yes. As a part of your account relationship, we may rely on this information to assist in verifying your identity.

You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use your mobile phone number, name, address, email, network status, customer type, customer role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status details, if available, solely to allow verification of your identity and to compare information you have provided to Wells Fargo with your wireless operator's account profile information for the duration of the business relationship.

Checking and savings accounts

What are the requirements for a correct endorsement?

An endorsement is a signature, stamp, or other mark on the back of a check. If you have not endorsed a check that you deposited to your account, we may endorse it for you. We may also send for collection any unendorsed check that is payable to you that you have deposited to your account.

Are we bound by restrictions or notations on checks?

No. We are not bound by restrictions or notations, such as "void after six months," "void over $50," or "payment in full."

When you cash or deposit a check with a notation or restriction, you are responsible for any loss or expense we incur relating to the notation or restriction.

What is a substitute check?

A substitute check is created from an original check; under federal law, it is legally equivalent to that original check. A substitute check contains an accurate copy of the front and back of the original check and bears the legend: "This is a legal copy of your check." You can use it the same way you would use the original check. As noted in the legend, a substitute check is the same as the original check for all purposes, including proving that you made a payment. Any check you issue or deposit that is returned to you may be returned in the form of a substitute check. You agree that you will not transfer a substitute check to us, by deposit or otherwise, if we would be the first financial institution to take the substitute check, unless we have expressly agreed in writing to take it.

What happens if you breach a warranty associated with an item?

If you breach any warranty you make to us under the laws governing your account with respect to any item, you will not be released or discharged from any liability for the breach so long as we notify you of the breach within 120 days after we learn of the breach. If we fail to notify you within this 120-day period, you will be released from liability and discharged only to the extent our failure to notify you within this time period caused a loss to you.

How do we handle non-U.S. items?

A non-U.S. item is an item 1) payable in a currency other than U.S. dollars or 2) drawn on a financial institution that is not organized under U.S. law. We are not required to accept a non-U.S. item for deposit to your account or for collection. We may accept non-U.S. items on a collection basis without your specific instruction to do so. We can reverse any amount we have credited to your account and send the item on a collection basis even if we have taken physical possession of the item.

If we accept a non-U.S. item, the U.S. dollar amount you receive for it will be determined by our applicable exchange rate that is in effect at the time of deposit or our receipt of final payment (less any associated fees) of the collection item. If the non-U.S. deposited item is returned unpaid for any reason, we will charge the amount against your account (or any other account you maintain with us) at the applicable exchange rate in effect at the time of the return. For information on the applicable exchange rate, see "What is the applicable exchange rate?" in the "Rights and responsibilities" section of this Agreement.

Our funds availability policy does not apply to a non-U.S. item.

What is our responsibility for collecting a deposited item?

We are responsible for exercising ordinary care when collecting a deposited item. We will not be responsible for the lack of care of any other bank involved in the collection or return of a deposited item, or for an item lost in collection or return.

What happens if we send an item for collection?

We may, upon notice to you, send an item for collection instead of treating it as a deposit. This means that we send the item to the issuer's bank for payment. Your account will not be credited for the item until we receive payment for it.

Our funds availability policy does not apply to an item we accept for collection.

What happens when a deposited or cashed item is returned unpaid?

We can deduct the amount of the deposited or cashed item from your account (or any other account you maintain with us). We can do this when we are notified that the item will be returned. We do not need to receive the actual item (and usually do not receive it). We can do this even if you have withdrawn the funds and the balance in your account is not sufficient to cover the amount we hold or deduct and your account becomes overdrawn. In addition, we will charge you all applicable fees and reverse all interest accrued on the item.

We may place a hold on or charge your account for any check or other item deposited into your account if a claim is made or we otherwise have reason to believe the check or other item was altered, forged, unauthorized, has a missing signature, a missing or forged endorsement, or should not have been paid, or may not be paid, or for any other reason. When the claim is finally resolved, we will either release the hold or deduct the amount of the item from your account. We are not legally responsible if we take or fail to take any action to recover payment of a returned deposited item.

What happens when an electronic payment is reversed?

We may deduct the amount of an electronic payment credited to your account (e.g., direct deposit) that is reversed. We can deduct the amount from any account you have with us at any time without notifying you. You agree to promptly repay any overdrafts resulting from the reversed payment.

Are you responsible for assisting in reconstructing a lost or destroyed deposited item?

If a deposited item is lost or destroyed during processing or collection, you agree to provide all reasonable assistance to help us reconstruct the item.

Electronic check indemnifications

What warranties do we provide for electronic checks and electronic returned checks?

An "electronic check" and an "electronic returned check" mean an electronic image of, and electronic information derived from, a paper check or a paper returned check. When we transfer or present an electronic check or electronic returned check, we provide the following warranties:

- Image Quality Warranty: We guarantee that the electronic image of a check accurately represents all of the information on the front of the check as of the time that the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of a check.

- No Double Debit Warranty: We guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the image quality warranty and the no double debit warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the image quality warranty and the no double debit warranty to the transferee returning bank, the depository bank, and the owner.

What indemnities are applicable to electronic checks and electronic returned checks?

You will indemnify, defend, and hold us harmless from and against all liabilities, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "losses and liabilities") by us arising directly or indirectly from or related to the transfer or return of an electronic check or an electronic returned check on your behalf. If we suffer any losses or liabilities arising directly or indirectly from or related to a breach of either the image quality warranty or the no double debit warranty, you will reimburse us and not hold us responsible or liable.

What indemnities are applicable to remote deposit capture services?

By providing the remote deposit capture service to you, we are required to indemnify and reimburse a depository bank that accepts the original check from which an electronic check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If we suffer any losses or liabilities arising directly or indirectly from or related to that type of depository bank indemnity obligation, you will indemnify and reimburse us and not hold us

responsible or liable.

What indemnities are applicable to electronically created items?

If we transfer or present an "electronically created item" and receive settlement or other consideration for it, we are required to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that:

- The electronic image or electronic information of the electronically created item is not derived from a paper check;
- The person on whose account the electronically created item is drawn did not authorize the issuance of the electronically created item or to the payee stated on the item; or
- A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically created item in such a way that the person is asked to make payment based on an item or check it has paid.

If we suffer any losses or liabilities arising directly or indirectly from or related to that type of electronically created item indemnity obligation, you will indemnify and reimburse us and not hold us responsible or liable.

Funds availability policy

When can you withdraw funds?

Our funds availability policy is to make funds from your checking deposit available to you on the first business day after the day we receive your deposits.

Funds from the deposits listed below are available on the first business day after the day of your deposits, if you make the deposit in-person to one of our employees or agents and you use a special deposit slip we provide:

- State and local government checks that are payable to your company.
- Cashier's, certified, and teller's checks that are payable to your company where we are not the issuer or drawee.

While we generally make funds from your check deposits available to you on the first business day after the day we receive the deposits, our policy makes funds available according to an availability schedule or schedules we provide or make available to you, subject to, among other things, the location of the deposit transaction or the manner in which the deposit is made.

Our funds availability policy relating to other types of deposits is described below. If we delay the availability of a deposit, the length of the delay varies depending on the type of deposit as explained below.

Once they are available, you can withdraw the funds in cash. We will use the funds to pay checks and other items presented for payment and applicable fees that you have incurred.

When is your deposit considered received?

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before our established cutoff time on a business day that we are open, we will consider that day to be the day your deposit is received by us. For deposits granted same calendar day availability as described below, the calendar day you make the deposit will be considered the day of deposit. For all other deposits, if you make a deposit after our cutoff time or on a day we are not open, we will consider the day your deposit is received by us to be the next business day we are open.

Our established cutoff time is when a branch closes for business and may vary by location. The cutoff time for checks deposited at a Wells Fargo ATM is 9:00 p.m. local time (8:00 p.m. in Alaska).

Any deposits placed in a "night depository" before the established deadline on a business day we are open will be credited to your account by the close of business that day. Deposits placed in the "night depository" after the established

deadline will be credited to your account by the close of the next business day we are open.

Same business day availability

The following deposits will be available on the business day we receive the deposit:

- Incoming wire transfers.
- Electronic direct deposits.
- Cash deposited at a teller window.
- Checks drawn on us.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day we receive your deposit. For example, if we receive your mailed deposit on Monday, the funds will be available on Wednesday.

Longer delays may apply.

In some cases, we will not make all the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second or third business day after the day of your deposit. The first $225 of your deposit, however, may be available on the first business day after the day of your deposit.

Except as otherwise explained in this paragraph, if we are not going to make all funds from your deposit available on the business day of deposit or the first business day after the day of deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to a Wells Fargo employee, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit.

If you need the funds from a deposit right away, you may ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as a failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. The funds will generally be available no later than the seventh business day after the day of your deposit.

Holds on other funds (check cashing)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cash would have been available if you had deposited it.

Holds on other funds (other account)

If we accept a check for deposit that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us.

The funds in the other account would then not be available until the time periods that are described in this policy.

Available balance, posting order, and overdrafts

How do we determine your account's available balance?

- Your account's available balance is our most current record of the amount of money in your account available for your use or withdrawal. We use the available balance to process your transactions during the day (e.g., wire transfers and other electronic transactions). We also use the available balance when we process your transactions during our nightly processing. We calculate your available balance as follows: We start with the ending daily account balance from our prior business day nightly processing that includes all transactions deposited to or paid from your account.

- We subtract from this balance any holds placed on a deposit to your account and any holds placed due to legal process.

- We add pending deposits that are immediately available for your use (including cash deposits, electronic deposits, and the portion of a paper check deposit we make available; see "Funds availability policy" section for details).

- We subtract pending withdrawals we have either received (such as wire transfers and other electronic transactions) or are known to us (such as your checks we receive for payment from your account) but have not processed.

How do we post transactions to your account?

We post transactions each business day (Monday through Friday except federal holidays) during our nightly processing. Once we process a transaction, we post the results to your account. There are three key steps to this process. The most common types of transactions are processed as described below.

1. **We determine the available balance in your account (as described above) that we can use to pay your transactions.**
2. **We sort your transactions into three categories: deposits, "must-pay" transactions, and checks and certain ACH payments.**

   - **Deposits.** We credit your account for deposits, including cash and check deposits and incoming electronic transfers, received before the cutoff time at the location the deposit or transfer was made.

   - **"Must-pay" transactions.** A "must-pay" transaction is a withdrawal/payment we have previously authorized and cannot return unpaid, such as account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

   - **Checks and certain ACH payments.** Finally, we use your remaining funds to pay to pay your checks and preauthorized ACH payments (such as bills you pay by authorizing a third party to withdraw funds directly from your account). If there is more than one of these types of transactions, they will be sorted by the date and time we received them. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount.

3. **If the available balance in your account is not enough to pay all of your transactions, we will decide whether to pay your transaction and overdraw your account or return your transaction unpaid.**

- **Important Note:** When we receive multiple transactions on the same day and the available balance in your account is not enough to pay all the transactions, we reserve the right to choose the order in which we pay the transactions, including paying the highest dollar amount first or in any other order we determine in our sole discretion.

What is your responsibility if your account has an overdraft?

If you have an overdraft on your account (including transactions we have paid on your behalf into overdraft, plus any fees), you must promptly make a deposit or transfer to return your account to a positive balance.

Additional rules for checks and withdrawals

What identification do we request to cash items presented over the counter by a non-customer?

For these transactions, we require acceptable identification, which can include a fingerprint from the person presenting your item. We may not honor the item if the person refuses to provide us with requested identification.

Are there special rules if you want to make a large cash withdrawal or deposit?

We may place reasonable restrictions on a large cash withdrawal. These restrictions include requiring you to provide five business days' advance notice to ensure we have sufficient cash on hand. We do not have any obligation to provide security if you make a large cash withdrawal. If you want to deposit cash for a very large amount, we have the right to require you to provide adequate security or exercise other options to mitigate possible risks.

Can you perform transactions at an affiliate?

Yes. You may make deposits to and withdrawals from your account at an affiliate, provided the affiliate agrees. If you make a deposit to your account at an affiliate, that affiliate's collection schedule and funds availability policy will determine when the deposited funds will be considered collected and available. If an affiliate cashes an item for you, we may place a hold on your account for a corresponding amount of funds. If the item is later returned to the affiliate for any reason, we may debit one or more of your accounts for the amount of the item.

Are we responsible for reviewing checks for multiple signatures?

No. We are not responsible for reviewing the number of signatures on your account. We do not accept any duty to enforce multiple signature requirements. If you indicate that more than one signature is required, this indication is for your own internal procedures and is not binding on us.

Are we required to honor dates and special instructions written on checks?

No. We may, without inquiry or liability, pay a check even if it:

- Has special written instructions indicating we should refuse payment (e.g., "void after 30 days" or "void over $100");
- Is stale-dated (i.e., the check's date is more than 6 months in the past), even if we are aware of the check's date;
- Is post-dated (i.e., the check's date is in the future); or
- Is not dated.

We may also pay the amount encoded on your check in U.S. dollars, even if you wrote the check in a foreign currency or made a notation on the check's face to pay it in a foreign currency. The encoded amount is in the line along the bottom edge of the front of the check where the account number is printed.

Can you use a facsimile or mechanical signature?

Yes. If you use a facsimile or computer-generated signature and/or a logo (including a stamp), any item appearing to use your facsimile or computer-generated signature and/or logo will be treated as if a signer on your account had actually signed it.

Are we liable for paying a consumer ACH debit entry on your account?

No. Under the ACH operating rules, certain types of ACH debit entries may only be presented on a consumer account ("a consumer ACH debit entry"). We will have no obligation to pay, and no liability for paying, any consumer ACH debit entry on your account.

What is the acceptable form for your checks?

Your checks must meet our standards, including paper stock, dimensions, and other industry standards. Your checks must include our name and address, as provided by us. Certain check features, such as security features, may impair the quality of a check image that we or a third party create.

We reserve the right to refuse checks that do not meet these standards or cannot be processed or imaged using our equipment. We are not responsible for losses that result from your failure to follow our check standards.

How do you reorder checks?

You can reorder checks by mailing the reorder form enclosed in your current order of checks or by calling us at the telephone number shown on your account statement. If you or a third party prints its items, we shall have no liability to you if we are unable to process these checks by automated means.

How do you stop payment on a check?

You may request a stop payment on your check in a time and manner allowing us a reasonable opportunity to act on it before we pay, cash, or otherwise become obligated to pay your check.

Each stop payment order is subject to our verification that we have not already paid or otherwise become obligated to pay the check from your account. This verification may occur after we accept your stop payment order.

In order to issue a stop payment order on a check, we request the following information:

- Your bank account number,
- The check number or range of numbers,
- The check amount or amounts,
- The payees' names, and
- The date on the check.

We are not responsible for stopping payment on a check if you provide incorrect or incomplete information about the check. We are also not responsible if we do not pay a check for which a valid stop payment order is in effect.

What is the effective period for a stop payment order?

A stop payment order on an item is valid for 6 months. We may pay a check once a stop payment order expires. If you do not have our STOP AUTO-RENEWAL Service on your account, you must place a new stop payment order if you do not want it to expire. We treat each renewal as a new stop payment order. We will charge you for each stop payment order you place (as well as each renewal).

If you have our STOP AUTO-RENEWAL Service on your account, your stop payment order renews annually for up to six 12- month periods, unless you otherwise notify us in writing.

How do you cancel a stop payment order?

To cancel a stop payment order, we must receive your request in a time and manner allowing us a reasonable opportunity to act on it.

Are you still responsible if we accept a stop payment on a check?

Yes. Even if we return a check unpaid due to a stop payment order, you may still be liable to the holder (e.g., a check cashing business) of the check, and potentially additional amounts that the holder may be due under the laws governing

this Agreement.

How can you prevent a post-dated item from being paid before its due date?

A post-dated item is an item you issue with a date in the future. We are not responsible for waiting to honor the item until that date, unless you instruct us to do so through the use of a stop payment order for the item. You are responsible for notifying us to cancel the stop payment order when you are ready to have that item paid.

How do you stop payment for preauthorized electronic fund transfers?

For information on placing a stop payment order on an ACH debit entry, please refer to "Fund transfer services" In the "Electronic banking services" section of this Agreement.

Your account ownership

Can you assign ownership of your account?

No. No assignment of your account will be valid or binding on us, and we will not be considered to have knowledge of it, until we consent and the assignment is noted in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your account is subject to our setoff rights.

What if an owner does not sign account documentation?

If a customer identified in our records as an owner or a co-owner of an account does not sign the account application or other account-related documentation, it does not prevent us from treating the customer as an owner or a co-owner of that account; we are not liable to anyone as a result.

Are all joint owners responsible for liabilities on your account?

Yes. All joint owners are each individually and jointly responsible for any overdraft on your account, regardless of who caused or benefited from the overdraft. If there is a setoff, an enforcement of our security interest in your account, or legal action (such as a third party garnishment, seizure, forfeiture, or tax levy) affecting any co-owner, we have the right to treat all funds in the account as belonging to the customer against whom the setoff, enforcement of the security interest, or other legal action is directed. If your account is closed for unsatisfactory handling, we may report all joint owners to the consumer reporting agencies.

What happens upon death or incompetence of a signer or account owner?

Please notify us promptly if you learn or suspect an account owner or signer has been declared incompetent by a court or a legal authority, or has died. When we receive proper notice, we may:

- Freeze the account until we receive documents verifying the incapacity or death and instructions for the funds remaining in the account,
- Pay (without inquiring) any item authorized by the account owner before being declared incompetent or dying,
- Return or reverse deposits made to the account, and
- Apply funds in the account to any debt the account owner owes us before recognizing the rights to any remaining funds of a surviving joint owner or other person.

If we are liable for taxes because we released funds in an account after the account owner's death, the account owner's estate is responsible for reimbursing us for those taxes.

Upon notifying us of the death or incompetence of a business owner, the business entity will need to provide documentation evidencing any change in the ownership or control of the entity following applicable legal formalities.

Interest earning accounts

What interest rate applies to an interest earning account?

When you open an interest earning account, we will provide you with the current interest rate and Annual Percentage Yield (APY) for your account. Interest earning accounts earn interest at a variable rate, except time accounts. We may change the interest rate for variable-rate accounts at any time. The interest rate may vary depending on your daily balances.

How do we calculate earned interest?

We may use either the daily balance method or the average daily balance method to calculate interest. Unless we have specified otherwise in writing, we will use the daily balance method to calculate interest. The daily balance method applies a daily periodic rate to principal each day.

The average daily balance method applies a periodic rate to the average daily collected balance for the period. The average daily balance is calculated by adding principal each day and dividing by the number of days in the period.

If your account is a tiered-rate account, we may pay the same interest rate on more than one tier.

When does a deposit begin accruing interest?

Cash deposits begin accruing interest the same business day a deposit is credited to your account. If you deposit an item such as a check, interest begins accruing on the business day we receive credit for the item.

Is interest compounded and when is it credited?

Interest will compound on a daily basis. For checking and savings accounts, interest will be credited on a monthly basis. For time accounts, we will notify you separately as to the frequency with which interest will be credited to your account.

Can you specify a target balance on your accounts?

Yes. If you maintain multiple accounts with us, you may, with our consent, designate in writing one of these accounts as your "principal account" and one or more additional accounts as "target balance accounts." For each target balance account, you will separately specify to us in writing the ledger balance or collected balance which you wish to maintain in that account (the "target balance"). At the end of each business day, we will determine the applicable balance on deposit in each target balance account. If the applicable balance in a target balance account is greater than its target balance, we will transfer to the principal account the funds necessary to bring the applicable balance to the target balance. If the applicable balance is less than the target balance, we will transfer to the target balance account the funds necessary to bring the applicable balance to the target balance. We may, but will not be required to, transfer funds even if the transfer would create an overdraft or exceed the collected balance on deposit in the principal account.

When are interest adjustments disclosed in your account statement?

An interest adjustment may be reflected on your account statement in a month later than the month in which it occurs.

What is the difference between Annual Percentage Yield (APY) and Annual Percentage Yield Earned (APYE)?

- The Annual Percentage Yield (APY) is a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding for a 365-day period.
- The Annual Percentage Yield Earned (APYE) is an annualized rate that reflects the relationship between the amount of interest actually earned on your account during the statement period and the average daily balance in the account for the statement period.

We calculate both your APY and APYE according to formulas established by federal regulations. The APYE appears on your account statement.

Do we have the right to require 7 days written notice before you withdraw money from your savings account?

Yes. We have the right to require 7 days written notice before you withdraw money from your savings account.

Time accounts (CDs)

What are time accounts?

Time accounts include deposits which are payable at the expiration of a specified term, no less than seven calendar days after the date of deposit. We may also refer to a time account as a CD or a Certificate of Deposit, even though we do not issue a paper certificate when opening the account or require a paper certificate to close the account. The time account's maturity date is the last day of the term for the time account. The maturity date is printed on your receipt.

When can you withdraw funds from your time account?

You may withdraw funds from your time account on the maturity date without a penalty. You may also generally withdraw funds without a penalty within the seven calendar days after the maturity date (grace period). You may be charged a penalty if you make a withdrawal at any other time.

How is the early withdrawal penalty assessed?

If you withdraw funds from your time account before the maturity date, an early withdrawal penalty will be assessed. For terms:

- Less than three months (or less than 90 days), the fee is one month's interest.
- Three months (or 90 days) through 12 months (or 365 days), the fee is three months' interest.
- Over 12 months through 24 months, the fee is six months' interest.
- Over 24 months, the fee is 12 months' interest.

The minimum fee is $100.

The early withdrawal penalty is based on the principal amount withdrawn, at the interest rate on your time account at the time of withdrawal. For purposes of determining the amount of the early withdrawal penalty, one month's interest is equal to one year's interest - at the interest rate in effect at the time of withdrawal - divided by 12. The amount of the early withdrawal penalty is deducted from earned interest. If the penalty is greater than the earned interest, the difference is deducted from the principal. In no event will the early withdrawal penalty for a withdrawal during the first six days after the date of deposit be less than seven days' simple interest.

Can you deposit additional funds into your time account?

You can only deposit additional funds during the grace period.

Will your Annual Percentage Yield (APY) change if you withdraw interest before maturity?

The APY we disclose to you assumes the interest you earn will remain on deposit until your time account matures. If you withdraw your earned interest before maturity, your account will earn less interest over time and the actual APY will be less than the disclosed APY.

How does your time account renew?

Your time account will automatically renew at maturity:

- Typically for a similar term unless we inform you prior to maturity of a different term; and
- At our interest rate in effect on the maturity date for a new time account of the same term and amount, unless we have notified you otherwise.

Electronic banking services

Fund transfer services

The following terms and conditions apply to funds transfers to or from your account. These terms and conditions are in addition to, and not in place of, any other agreements you have with us about funds transfers. The terms "funds transfer," "funds-transfer system," "payment order," and "beneficiary" are used here as defined in Article 4A of the Uniform Commercial Code, as adopted by the state whose laws govern this Agreement.

Rules of funds transfer systems

Funds transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (ACH), the Clearing House Interbank Payments System (CHIPS), the Society for Worldwide Interbank Financial Telecommunications (SWIFT), and the RTP system (RTP System).

We are under no obligation to honor, in whole or in part, any payment order or other instruction that could result in our violation of applicable law, including requirements of the U.S. Department of the Treasury's Office of Foreign Assets Control and the Financial Crimes Enforcement Network.

Sending funds transfers

In acting on your transfer instructions, we may use any means of transmission, funds transfer system, clearing house, or intermediary bank that we reasonably select.

Notice of funds transfers

We will notify you of funds electronically debited from or credited to your account through the account statement covering the period in which the transaction occurred. We are under no obligation to provide you with any additional notice or receipt

Reliance on identification numbers

- If a payment order or other instruction to transfer funds describes the party to receive payment inconsistently by name and account number, we may make the payment based on the account number, even if it identifies a party different from the named recipient.
- If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, we may rely on the identification number as the proper identification of the financial institution.

Duty to report unauthorized or erroneous funds transfers

You will exercise ordinary care to determine whether a funds transfer to or from your account was either not authorized or erroneous. You will also notify us of the facts within a reasonable time, not exceeding 14 days after you have received your account statement from us on which the funds transfer appears or you otherwise have notice of the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

Erroneous payment orders

We have no obligation to detect errors you make in payment orders - for example, an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount you intended, or a transmission of a duplicate payment order previously sent by you. If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order.

ACH transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your account that you transmit through an ACH:

- Your rights for payments to or from your account will be based on the laws governing your account.

- When we credit your account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- If a payment is credited to your account and we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your account.
- You authorize any Originating Depository Financial Institution (ODFI) to initiate, according to ACH Operating Rules, ACH debit entries to your account for presentment or re-presentment of items written or authorized by you.

Reversal or return of ACH transactions

Under the ACH Rules, we can return any non-consumer ACH debit entry as unauthorized until midnight of the business day following the business day we post the entry to your account. (For example, if we post the entry on Tuesday, we can return it up to midnight on Wednesday.) For us to meet this deadline, you are required to notify us to return any non-consumer ACH debit entry as unauthorized by the cutoff time we separately disclose. The cutoff time is currently 3:00 PM Central Time. (In the example above, you would need to notify us by 3:00 PM Central Time on Wednesday).
If you do not notify us in a timely manner of the unauthorized non-consumer ACH debit entry, we will not be able to return it without the cooperation and agreement of the originating bank and the originator of the debit entry. Any other effort to recover the funds must occur solely between you and the originator of the entry.

Stop payment orders on ACH debit entries

You may request a stop payment order for an ACH debit entry that has not already been paid from your account. An "ACH debit entry" is an order or request for the withdrawal of money from your account through ACH. To be effective, a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it. If you provide oral instructions to stop payment on an ACH debit entry, we may require confirmation in writing. If that written confirmation is not received, we may remove the stop payment order after 14 days. An instruction to revoke a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it.

To place a stop payment order on an ACH debit entry, you must provide:
- Your account number,
- Amount of the ACH debit entry,
- Effective date of the ACH debit entry, and
- Name associated with the originator of the debit entry.

We may request additional information and may use only a portion of the required information to identify the ACH debit entry. We may be able to place a stop payment order based on the company identification number of the originator of the ACH debit entry, but this may stop all ACH entries received from this sender.

Additional information on ACH debit entries

Any information provided by you that is incorrect or subject to change (for example, if the originator changes its company identification number or individual identification number) may result in payment of the ACH debit entry. You acknowledge this risk and agree that you are responsible for notifying the originator of the ACH debit entry that your authorization has been revoked. You agree to indemnify and reimburse us and hold us harmless from and against any loss incurred by us as a result of our paying an ACH debit entry if any of the information relied on in the stop payment order is incorrect or incomplete (or as a result of us not paying an ACH debit entry for which a valid stop payment order is in effect).

Receiving RTP payments

The following additional terms apply to any real-time payments we receive for credit to your account through the RTP System. The terms "sender," "receiver," and "sending participant" are used here as defined in the System Rules governing RTP payments ("RTP Rules"). In addition to the RTP Rules, RTP payments will be governed by the laws of the state of New York, including New York's version of Article 4A of the Uniform Commercial Code, as applicable, without regard to its conflict of laws principles.

- The RTP System may be used only for eligible payments between a sender and receiver with accounts located in the

United States. You may not send or receive payments on behalf of any person or entity not domiciled in the United States. RTP payments that are permitted under the RTP Rules and our requirements will be considered eligible payments for purposes of this Agreement.

- RTP payments cannot be cancelled or amended by the sender. If we receive a message from a sending participant requesting return of an RTP payment received for credit to your account, we may notify you of that request. You are not obligated under the RTP Rules to comply with any such request for return of funds. Any dispute between you and the sender of an RTP payment should be resolved between you and the sender.
- If you do not wish to accept an RTP payment received for credit to your account, you may request that we return that payment to the sender. We may, at our sole discretion, attempt to honor that request, but will have no liability for our failure to do so.
- RTP payments are typically completed within 30 seconds of transmission of the RTP payment by the sender, unless the RTP payment fails or is delayed due to a review by us or the sending participant, such as for fraud, regulatory, or compliance purposes. Transaction limits imposed by the RTP System or sending participant may also prevent RTP payments from being received for credit to your account.

Selected services

Stagecoach Deposit® - ATM Deposit Only Card Service.

You may elect to use Wells Fargo's *Stagecoach Deposit*® Deposit Only Card Service by completing and returning to us the setup form for the service. This service allows you to make deposits to your account using a Stagecoach Deposit® ATM Deposit Only card ("Deposit Card") at a designated Wells Fargo ATM ("ATM") or in a Wells Fargo branch.

When you make deposits at a designated Wells Fargo ATM, you will make those deposits according to the instructions we provide. You will gain access to the ATM using the Deposit Card and a Personal Identification Number ("PIN"); you assume the risk of misuse of both. We will provisionally credit each deposit to your account based on the amount you key into the ATM. Your ATM deposits are subject to the standard cut-off time established for the ATM into which the deposit was made and our funds availability policy applicable to your account. If the dollar amount of your deposit - as determined by us - differs from your total (as shown on your ATM receipt), we will send you a statement showing the amount of this difference. You agree that our count of the dollar amount of your deposit will be conclusive and binding on you. You will have full responsibility for each deposit and its contents until the deposit has been completely and physically accepted into the ATM. If you claim any portion of a deposit was lost or stolen while in our custody, you acknowledge that you have the burden of proving your claim. If you order supplies for the ATM Deposit Service through the ATM, you authorize us to initiate debits to your account and credits to the accounts of third party vendors to cover the cost of those supplies provided to you. Those transfers may be processed through an automated clearing house or any other means chosen by us, and will be subject to the rules of the funds transfer system used by us. Your authorization for the transfers will remain in full force and effect until we have received written notification from you of its termination in a time and manner as to afford us and any third-party vendor a reasonable opportunity to act on it.

Stagecoach Deposit® - Post Verify Service.

If you elect to use our Stagecoach Deposit® - Post Verify Service, you will prepare, package, and deliver Stagecoach deposits to us according to our instructions. We will provisionally credit your account for the currency shown on the deposit ticket enclosed in your Stagecoach deposit bag as follows:

- Same day credit for deposits delivered to one of our offices before that office's cut-off time on any business day we are open or for deposits placed in night depository before 6:00 a.m. on any business day we are open; or
- Next business day credit for deposits delivered to one of our offices on any business day we are open on or after the office's cut-off time or on any non-business day.

All Stagecoach deposits are subject to our acceptance and verification. We will verify the currency in your Stagecoach deposit bag either at a later time in our office or when your Stagecoach deposit bag is delivered to our cash vault. Checks will be verified when they are delivered to our check processing center. We reserve the right to adjust (debit or credit) your

account if we determine that the amount shown on your deposit ticket is incorrect. Because the frequency of armored courier transportation from our offices to our vaults varies from office to office, the time it takes to verify your Stagecoach deposit may vary, depending on the office to which your Stagecoach deposit bag is delivered. In most cases, adjustments will be made and notification will be sent within three business days. Adjustments will be effective when they are processed.

Overdraft Protection
This is an optional service you can add to an eligible checking account by linking up to two eligible accounts (one savings, one credit). We will use available funds in your linked account(s) to authorize or pay your transactions if you don't have enough money in your checking account. If you link two accounts, you may tell us which account to use first to transfer/ advance funds. If you do not specify an order, we will first transfer funds from your linked savings account.

- **Transfers from linked savings account.** If the available balance in your savings account is $25 or more and can cover the overdraft, we will transfer the exact amount needed or a minimum of $25. If the available balance in your savings account is less than either $25 or the amount needed, we will transfer the available balance.

- **Advances from linked credit card or line of credit account.** If the available credit in your credit card account is $25 or more and can cover the overdraft, we will advance the exact amount needed or a minimum of $25. If the available credit in your credit card account is less than either $25 or the amount needed, we will advance the available credit. Advances from an eligible linked Wells Fargo line of credit will be made in increments of $100 or $300 (See your Credit Account Agreement for specific details).

Debit Card Overdraft Service
Debit Card Overdraft Service allows us to approve (at our discretion) your ATM and everyday (one-time) debit card transaction(s) if you do not have enough money in your checking account or in accounts linked for Overdraft Protection at the time of the transaction. With this service, ATM and everyday (one-time) debit card transactions may be approved into overdraft at our discretion and an overdraft fee may apply. If you make a covering transfer or deposit (subject to our funds availability policy) by the posted cutoff time on the same business day as the transaction, no fees will be assessed. Debit Card Overdraft Service does not apply to checks and other transactions such as Bill Pay, ACH, or recurring debit card transactions (such as utilities or health club memberships). We may continue to authorize or pay these transactions into overdraft, at our discretion, and our standard overdraft fees and policies will apply.

If Debit Card Overdraft Service is not added and there is not enough money in your checking account or accounts linked for Overdraft Protection, your ATM and everyday (one-time) debit card transactions will be declined, and there will be no fees for declined transactions. If the service is not added and your ATM or everyday (one-time) debit card transaction creates a negative balance during posting, there will not be an overdraft fee.

Debit Card Overdraft Service is automatically added to eligible business accounts at account opening.

You can add or remove the service at any time. Debit Card Overdraft Service is not available for certain accounts, such as accounts for government entities or savings accounts. Debit Card Overdraft Service is a discretionary service that we may remove for a variety of reasons including excessive overdrafts or returned items, as we determine.Wells Fargo's standard overdraft coverage
Our standard overdraft coverage is when, at our discretion, we pay items, such as checks or automatic payments (e.g., ACH payments) into overdraft rather than returning them unpaid. You can request to remove our standard overdraft coverage from your account by speaking to a banker.

Important: If standard overdraft coverage is removed from your account, the following will apply if you do not have enough money in your checking account or in accounts linked for Overdraft Protection to cover a transaction:

- We will return your checks and automatic payments (such as ACH payments) and you could be assessed fees by merchants.
- We will not authorize ATM and everyday (one-time) debit card transactions into overdraft. If your account is enrolled in Debit Card Overdraft Service, the service will also be removed.

We will not authorize certain transactions (such as cashed checks, recurring debit card transactions or Bill Pay transactions) into overdraft. However, if these transactions are authorized when your account has enough money but are later presented for payment when your account does not have enough money, we will pay the transaction into overdraft and charge an overdraft fee.

Important information about fees:

- Fees may be assessed with each item paid into overdraft subject to the following:
- No overdraft fee will be assessed on ATM and everyday (one-time) debit card transactions unless Debit Card Overdraft Service is added to your account. The merchant informs us if a debit card transaction is a one-time or recurring transaction. An overdraft fee can be assessed on recurring debit card transactions and any other item we pay into overdraft.Any overdraft fee assessed will be deducted from your account during the morning of the next business day following our nightly process.
- We will track transactions that reduced your available balance while pending and caused overdraft fees on other transactions. If these transactions are presented for payment within 10 business days after they first appeared as pending, we will waive any overdraft fees on those transactions. In rare circumstances, the merchant presents transactions for payment with a different identification code than was used when the transaction was sent for authorization and we are unable to match them.

WELLS FARGO

Acceptance of Services

1. Agreement to be Bound by Service Documentation

By signing this Acceptance of Services {"Agreement"), the customer identified on the signature block {"Customer" or "Company") confirms that it has received and agrees to be bound by the Service Documentation for the Treasury Management Services {each, a "Service"). Customer may also be referred to as "Company" in the Service Documentation. "Service Documentation" is defined in Wells Fargo Bank, N.A.'s {"Bank") Master Agreement for Treasury Management Services. Customer's use of any Service, including each Service Customer enrolls in, confirms Customer's receipt of and agreement to be bound by the Service Documentation relating to that Service.

2. Power and Authority of Signer

Customer has granted the person{s) signing this Agreement the authority on Customer's behalf to {i) enter into this Agreement and other agreements with Bank for Services on or after the Effective Date of this Agreement and {ii) amend, terminate or otherwise act on behalf of Customer with respect to this Agreement and the Services.

3. Security Procedures

Unless otherwise agreed, Customer agrees that "Security Procedure" is the applicable security procedure described in the Service Documentation for Customer's Initiation Method for the Service, which Bank will use to verify the authenticity of a Transaction. The term "Initiation Method" refers to the method Bank offers in the product enrollment form {"Set-up Form") or other Service Documentation for delivering Customer's Transaction instructions to Bank with respect to the applicable Service and includes any applicable transmission protocols. The term "Transaction" means {i) any funds transfer or payment instruction {including any communication cancelling or amending an instruction), and {ii) any instruction, data or other information which Bank receives in Customer's name with respect to a funds transfer.

The purpose of the Security Procedure is to verify the authenticity of the Transaction. Bank will not use the Security Procedure to detect an erroneous or duplicate transaction. Customer will be responsible for any erroneous or duplicate transaction Bank receives in Customer's name. Customer agrees to be bound by each Transaction, whether or not authorized by Customer, issued in Customer's name and accepted by Bank in compliance with the Security Procedure for the Service.

4. Commercially Reasonable

Customer acknowledges that it has had an opportunity to review the Security Procedures offered by Bank in the Security Procedure Reference Guide, available on our *Commercial Electronic Office* portal. Customer agrees that each Security Procedure for the Initiation Method Customer has elected in the Set-up Form or other Service Documentation for each of its Services (a) best meets Customer's requirements with regard to the size, type and frequency of its Transactions, and (b) is commercially reasonable.

If Customer has refused to use a standard Security Procedure and elects a non-standard Security Procedure, then Customer expressly agrees that the non-standard Security Procedure(s) Customer has elected better meets Customer's requirements than any standard Security Procedure with regard to the size, type and frequency of Transactions issued by Customer to Bank and is commercially reasonable.

5. Confidentiality of Security Procedure and Authentication devices/passwords

Customer and Bank will preserve the confidentiality of the Security Procedure(s) and any passwords, codes, security devices and related instructions provided by Bank. If one party becomes aware of a breach, or suspects that a breach may occur, it will promptly notify the other party. Customer will maintain effective internal procedures to safeguard against any unauthorized Transaction and warrants that no individual will be allowed to initiate a Transaction without proper supervision and safeguards.

Customer Name(s)

City of Farmington, a New Mexico municipal corporation ("City")

Printed Name of Authorized Representative - Mayor Nate Duckett
Signature NWDuckett
Date 6/3/2024

Legal Department
Approved as to form
By: _____
Date: 5/31/24

WELLS FARGO

ACH and Related Services Service Description

Treasury Management services

[REVISED - September 30, 2022]

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the end of this Service Description.

The services (each a "Service") covered by this Service Description are:

- ACH Origination service
- ACH Fraud Filter service
- Cash Concentration service
- *Perfect Receivables*®service
- *WellsTAX* Payments service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office®(CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Services

ACH Origination Service

1. **Description of services.** With this Service you can originate ACH credit and debit Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. By using this Service, you authorize us to originate Entries on your behalf to Receivers' accounts, you agree to be bound by the ACH Rules, and you agree not to originate Entries that violate the laws of the United States.

2. **Preparation of Entries and Files; processing schedules.** You will prepare and deliver each File in accordance with the ACH Rules, User Guides and other guidelines we make available to you. You agree to use the applicable Security Procedure when you send Entries to us. We will process each File under our current processing schedule and any instructions about the Settlement Date of an Entry that you provide, if (a) we receive the File by our Cutoff Time on a Business Day and (b) the ACH is open for business. Your Files will be considered received by us when the transmission is completed and authenticated in compliance with the Security Procedure. If your File is received after our Cutoff Time or on a day when the ACH is not open for business, we will treat the File as having been received prior to our Cutoff Time on the next Business Day on which the ACH is open for business. In processing your Entries or Files, we may use any means of transmission, funds transfer system, clearing house or intermediary bank that we reasonably select.

3. **Inconsistency of name and number.** If an Entry describes the RDFI both by name and identifying number, we, a Gateway Operator or another financial institution handling the Entry may rely on the identifying number to identify the RDFI, even if the identifying number refers to an institution other than the named RDFI. If an Entry describes a Receiver both by name and identifying number, the RDFI may pay the Entry based on the identifying number, even if the number identifies a person different from the named Receiver.

4. **Your payment obligations with respect to entries.** You are obligated to pay us in immediately available funds an amount equal to the sum of all credit Entries you deliver to us before we send your Entries to the ACH or Gateway Operator or post an on-us Entry. When we act as both the ODFI and RDFI for an Entry, the Entry is an "on-us Entry." You will maintain available funds in each Account sufficient to cover your credit Entries. You authorize us to debit the Account for the total amount of all credit Entries originated from it at any time. We may refuse to process any credit Entries, even if we have done so in the past, without having first been paid by you, but, if we do, the amount is immediately due and payable without notice or demand. We may take other actions to ensure we receive payment for your credit Entries including (a) upon notice to you, placing a hold on funds in any account you hold with us or our affiliate sufficient to cover your credit Entries and (b) setting off against any amount we or our affiliate owes you. In addition, we may charge the Account or any other of your accounts held with us or our affiliate for any debit Entry, including any correcting or Reversal Entry later returned to us. You will reimburse us for any returned debit Entries on the same day you receive notice of the returned Entry. You agree that we do not need to send a separate notice of debit Entries which have been returned unpaid.

5. **Provisional credit.** If we credit your Account for an Entry, the credit is provisional until we receive final settlement. If we do not receive final settlement, we are entitled to debit your Account or any other accounts you own in whole or in part with us or our affiliate for the amount of the Entry. If there is any remaining shortfall, you will pay it immediately upon demand.

6. **Rejected entries.** We may reject an Entry or File if you do not comply with the terms of the ACH Rules and the Service Documentation, and we will attempt to notify you promptly so you may correct the problem. We will have no liability for rejecting an Entry or File or failing to provide notice of a rejection. If you ask us to repair an Entry or File, we will have no liability if we are unable to make the requested repair. You will pay all charges and expenses for any repair or attempted repair.

7. **Cancellation, amendment, reversal.** You have no right to cancel, amend or reverse an Entry or File after we receive it. If you do request that we cancel, amend or reverse an Entry or File, we may, in our sole discretion, attempt to complete the request. If we do not complete the request, we will have no liability and you will reimburse us for any expenses, losses or damages we incur.

8. **Your duty to report erroneous or unauthorized entries.** You will exercise reasonable care to determine whether an Entry we accepted was either erroneous or not authorized and to notify us of the relevant facts within a reasonable time not exceeding 14 days after you receive our notification that the Entry was accepted or that the Account was debited for the Entry, whichever is earlier. If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your Account or because of any other discrepancy in the notification.

9. **Re-transmission of returned entries.** We are not required to re-transmit a returned Entry or File to the ACH or Gateway Operator, or to take any further action on a returned on-us Entry.

10. **Audit.** You grant us ongoing access to your Files and the right to audit periodically your Files, ACH processes and controls so we can verify your compliance with the ACH Rules and this Service Description or any other Service Documentation.

11. **Warranties.** We make certain warranties under the ACH Rules and other Applicable Law when you use this Service. You will reimburse us for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of a breach of a warranty we make in connection with any of your Entries, except to the extent that the Losses resulted from our own gross negligence or intentional misconduct.

    Indemnification. We indemnify certain persons under the ACH Rules when you use this Service. You agree to reimburse us and our Representatives for any Losses we incur, including our reasonable attorneys' fees and legal expenses, as the result of the enforcement of any such indemnity, except to the extent the Losses resulted solely from our own gross negligence or intentional misconduct. In addition, you will indemnify us and our Representatives from and against all Losses awarded against or incurred or suffered by us arising directly or indirectly from or related to any material breach of a representation, warranty, or covenant you provide regarding this Service.

12. **Termination.** In addition to the termination provisions contained in the Master Agreement, we may terminate this Service immediately upon notice to you if we determine in our sole discretion: the number of returned debit Entries is excessive; you have breached a warranty provided under the ACH Rules or this Service or otherwise failed to comply with the ACH Rules.

13. **Survival.** Sections 3, 5, 6, 8, 9, 12 and 13 will survive termination of the Services.

Additional Terms and Service options

14. **International Entries.** This section contains additional terms that apply when you originate International Entries.
    a. **General.** You agree to comply with, and we will process each International Entry in accordance with:
        i. The laws and payment system rules of the receiving country of your International Entry,
        ii. Any agreement we provide to you governing International Entries between us and the Gateway Operator we use to process the International Entry, and
        iii. The ACH Rules.

        If there is a conflict among these three areas, they will govern in the order listed above.
    b. **Currency conversion.** With respect to International Entries, we agree to originate in a Foreign Currency, the currency conversion is governed by section 8 (Currency conversion) of the Master Agreement. For debit Entries, however, we use the Applicable Exchange Rate in effect at the time we receive the funds for settlement of the debit Entry rather than at the time we send (or execute) the debit Entry. If the debit Entry is returned to us, we may charge the applicable Account or any other of your accounts with us or our affiliate for the amount equal to the value of the returned debit Entry, after we have converted the Foreign Currency to the Account Currency at the Applicable Exchange Rate in effect when we process the returned debit Entry. We will not be liable for a sum in excess of the original amount of the debit Entry after conversion.
    c. **Acts or omissions of third parties.** We will not be liable for:
        i. Any failure or delay by a Gateway Operator, any intermediary financial institution, or the financial institution designated to receive the International Entry in the receiving country in processing or failing to process any Entry we transmit to the receiving country, or
        ii. Any acts or omissions by a third party including the delay or failure of any third party to process, credit or debit any International Entry.

15. **Third-party sender activities.** This section contains additional terms that apply when you are a Third-Party Sender or a nested Third-Party Sender, as defined by Nacha Rules.
    a. **General.** Prior to originating any Entry on behalf of each customer or upon our request, you will:
        i. Provide us with the information we require to understand the nature of your customer's business, including the name, Taxpayer Identification Number, business activity and geographic location of your customer, and whether your customer is also a Third-Party Sender,

ii. Timely provide us with information we require for purposes of our registration of you or your customer as a Third-Party Sender in accordance with the ACH Rules ("Registration") and supplemental Registration information requested by us, and

iii. Upon our request, obtain our written approval to originate or continue to originate Entries for that customer (which we may rescind upon written notice to you), and

iv. Enter into a written agreement with that customer in which that customer agrees:

1. To assume the responsibilities of an Originator under the ACH Rules and to be bound by the ACH Rules,
2. Not to originate ACH Entries in violation of the laws or regulations of the United States including without limitation the regulations issued by the Office of Foreign Assets Control,
3. To grant us ongoing access to audit the customer and any ACH Entry that it has transmitted to you for transmission to us, and
4. That we may at any time refuse to process an ACH Entry for that customer.

b. **Updates to registration information.** You will timely notify us of any changes to information you provide to us for the Registration of you or your customer as a Third-Party Sender.

c. **Representations and warranties.** With respect to each of your customers for which you are originating transactions through us, you represent and warrant to us that you have conducted the appropriate due diligence of each Third Party Sender and Nested Third Party Sender, as well as that you continue to maintain a program of monitoring of those Third Party Senders and Nested Third Party Senders, to determine that:

i. Each customer is engaged in a legitimate business, and

ii. The type, size and frequency of transactions that each customer is originating is normal and expected for the customer's type of business.

iii. That the program of oversight of the customer's originators maintains adherence to all relevant Nacha rules.

d. **Ongoing monitoring.** You will use reasonable commercial standards to monitor each customer's business and transactions on an ongoing basis and notify us promptly if you identify any unusual activity by your customer. You will take appropriate actions with respect to the customer, including refusing to originate Entries for your customer.

e. **Audit:** You agree to comply with all audit requirements under the Nacha rules and agree to provide proof of compliance upon request.

16. **Perfect NOC service.** With our Perfect NOC Service, we maintain a database of Notifications of Change (each, a "NOC") that we receive. We use this database to update your Entries in accordance with the Service options you select from time to time. We will notify you of each NOC we receive in connection with your Entries. Additional details about this Service are more fully described in the applicable User Guide.

17. **MICR-split processing service.**

a. With our MICR-Split Processing Service, if we determine that an RDFI for a debit Entry you sent is not an ACH participant (or as otherwise reasonably determined by us as appropriate), you authorize us to issue a preauthorized check ("PAC") using the debit Entry data you provided. PACs are drawn upon the Receiver's account with the applicable RDFI and deposited in your Account, but do not contain the signature of the Receiver.

b. You represent and warrant to us that:

i. You have the appropriate authorization from each person owning the Receiver's account shown in the debit Entry data, which remains effective when we issue the PAC, and

ii. You are not a "telemarketer" for purposes of the Federal Trade Commission's Telemarketer Sales Rule (16 C.F.R. Part 310).

18. **Cash Concentration service.** With the Cash Concentration Service, we originate debit Entries to move funds from your Remote Accounts into your Concentration Account. We make summary and detail level reports of your cash concentration transactions available to you through our Cash Concentration Reporting Service. Additional details about this Service and available service options are more fully described in the applicable User Guide.

a. **Options.** You can choose from the following options:

i. **Touchtone or online option.** We originate debit Entries to collect funds from your Remote Accounts for the transfer amounts you specify based on deposit information entered for each location by touch-tone telephone or computer.

ii. **Automated Cash Concentration option.** We request account balances from the financial institutions holding the Remote Accounts. We calculate transfer amounts and originate debit Entries based on your specified target balances for the Remote Accounts and other transfer parameters you may establish.

b. **Representations and warranties.** With respect to each debit Entry, we originate on your behalf, you represent and warrant to us that
   i. The debit Entry is authorized,
   ii. If you are using the Touchtone/Online option, the corresponding deposit input is accurate, and
   iii. If you are using the Automated Cash Concentration Option, you have authorized each financial institution holding a Remote Account to comply with our request for balance information.

c. **ACH deadlines.** If by our applicable Cutoff Time (i) you do not complete your deposit inputs for the Touchtone or Online option or (ii) we are unable to obtain balance information for a Remote Account for the Automated Cash Concentration option, we will not be responsible for failing to meet the ACH deadlines to originate the debit Entries.

d. **Automated Cash Concentration authorization.** You authorize us in our own name or in your name, to request that each financial institution holding a Remote Account provide us or our designee with the account balance information each Business Day using any method specified by us.

ACH Fraud Filter Service

1. **Description of service.** With this Service, you can manage incoming ACH Entries in accordance with the ACH Rules. Any capitalized terms not specifically defined in the Service Documentation will be as defined in the ACH Rules. You have the following options:
   a. **Stop option.** This option stops all incoming ACH Entries you have not authorized in advance (and not set as preauthorizations). Entries stopped under the Stop Option will be returned to the ODFI as unauthorized.
   b. **Review option.** You review and decision each incoming ACH Entries (not set as preauthorizations) before the applicable cutoff time and select each Entry to be either paid or returned. Entries that you have selected for return under the Review Option will be returned to the ODFI as unauthorized and we will create a reversing adjustment to your Account. If you do not make a pay/return decision on an Entry prior to the applicable cutoff time, the Entry will be paid or returned based on the default action you specified.
   c. **Additional criteria.** You may also set up additional decisioning criteria, including limits and preauthorizations.

2. **Echecks.** You have the following options for incoming ACH Entries that have been converted from a check (Echecks).
   a. **Stop option.** All Echecks will be automatically stopped and returned to the ODFI as unauthorized.
   b. **Post option.** All Echecks will automatically post without your review.
   c. **No additional criteria.** Additional decisioning criteria, including limits and preauthorizations, are not available for Echecks.

3. **Service restrictions.** You agree to be bound by the ACH Rules for all Entries. Regardless of the Service options or other criteria you have in place, we may return any Entry in accordance with the ACH Rules and Applicable Law. We may also accept any Entry, Reversal Entry or adjustment in accordance with our obligations under the ACH Rules and Applicable Law. This Service does not apply to transactions between you and us. We may pay Entries which you have authorized us to originate against your Account (for instance, loan or credit card payments), whether or not you have included these in your decisioning criteria.

4. **Termination.** Upon termination of this Service, you will still have the right to return individual Entries in accordance with the ACH Rules and Applicable Law.

***Perfect Receivables©* Service**

1. **Description of service.** With this Service, you can elect options for posting and reporting information about ACH entries and wire transfers (each, a "Remittance") that we post each Business Day to your Account(s). We provide a range of unique Wells Fargo payment identification codes (WPICs) that can be used to route Remittances to your Account and help you identify and post your receivables to the correct remitter.

2. **WPIC restrictions.**
   a. You may not assign a WPIC to more than one remitter or reuse any WPIC numbers.
   b. If you cannot post the Remittance to your remitter in accordance with the WPIC information, you must return the Remittance.
   c. We have the right to rescind any WPIC number or range of WPIC numbers at any time in our sole discretion. For example, we may do so if we consider it necessary to comply with Applicable Law. We will use reasonable efforts to notify you before rescinding any WPIC number unless we are prohibited from doing so by Applicable Law, or by our applicable policies and standards, as amended from time to time. When you receive notice of the rescission of any WPIC number, you will promptly notify the remitter assigned to the rescinded WPIC number that the WPIC number may no longer be used to receive Remittances. You will use best efforts to prevent the WPIC from being used to receive Remittances and will block or otherwise restrict access to funds received through a rescinded WPIC.

3. **Processing of Remittances; chargebacks.** Each Business Day, we will post to your Account all Remittances we receive prior to the Cutoff Time, except for Remittances we reject. Each credit to your Account for a Remittance is provisional until we receive final settlement for the Remittance. If we do not receive final settlement, we may debit your Account or any other account you own, in whole or in part, with us or any of our affiliates for the amount of the Remittance. You will pay us immediately upon demand for any shortfall remaining after such chargeback.

4. **Rejected Remittances.** We may, but are not obligated to, reject a Remittance:
   a. That does not contain all of the required information specified by us,
   b. If we suspect that you are not entitled to the Remittance,
   c. If at the time we receive the Remittance, you do not maintain an Account with us, the Service has been terminated, or we are not permitted by law to accept credits to any of your Accounts, or
   d. If you are in default under this Service Description or any other Service Documentation.

5. **Reporting.** Each Business Day, we will provide you with the information about Remittances posted to your Accounts through the communications channels you elect.

6. **Violation of Applicable Law.** You represent and warrant to us that you will not use the Service in a manner that could result in a violation of Applicable Law. You will provide us with the information we require to understand the nature of your use of the Service and grant us ongoing access to audit your compliance with Applicable Law. In addition to our other rights to terminate the Service under the Service Documentation, we may terminate the Service upon notice to you if we determine your use of the Service could result in a violation of Applicable Law.

We//sTAXPayments Service

1. **Description of service.** With this Service, you can use our *CEO*® portal or a touch-tone telephone to request transfers from your Account (each, a "Transfer") to pay your U.S. federal, state or other taxes specified from time to time in our User Guides. By using this Service, you authorize us to originate ACH credit Entries on your behalf to effectuate the Transfers. You agree to be bound by the ACH Rules, and also comply with applicable provisions of the ACH Service Description, which is incorporated by reference into this Service Description.

2. **Procedures for initiating transfers.** You will deliver your requests for Transfers in accordance with the Service Documentation, including the User Guides. You agree to use the applicable Security Procedures for your Initiation Method (including access codes and passwords for touch-tone telephone initiation method) when you send Transfer requests to us.

3. **Accuracy of data.** You will provide us with the information necessary for us to inform the applicable government agency or entity of the tax payment within the time period required by any rule or regulation governing the payment. You authorize us to rely on the accuracy of the information you have provided to us.

4. **Transfer deadline.** Any Transfer request delivered on any Business Day after the applicable Cutoff Time, or on a non-Business Day, will be deemed received on the following Business Day. You must deliver Transfer requests by the applicable Tax Transfer Deadline.

5. **Authorized reporting agent.** If you are a taxpayer required by federal law to make electronic Federal Tax Deposit (FTD) payments to the Internal Revenue Service (IRS) and submit FTD information through the U.S. Department of the Treasury's Electronic Federal Tax Payment System (EFTPS), we will make your Transfers as FTD payments submitted through EFTPS, regardless of any other instructions from you. In performing the Service, we are acting as your authorized reporting agent. You authorize us to accept debit Entries from the IRS to make the Transfers, and to debit your Account for the amount of such payments.

6. **Payment for Transfers.** You authorize us to debit your Account before we process a Transfer. We may refuse to process a Transfer if the Transfer would exceed the available funds in the Account on the Tax Transfer Deadline.

7. **Rejected Transfers.** We also reserve the right to delay or reject any Transfer if we believe the Transfer may violate Applicable Law or if we believe the Transfer will present a risk to you and/or us, or for other reasons. If we do not accept a Transfer request or must delay making a requested Transfer, we will attempt to notify you.

8. **No verification of Transfer Requests.** We are under no obligation whatsoever at any time to verify any Transfer and will have no liability for failing to investigate or verify any Transfer request.

9. **Confirmations.** We will confirm each Transfer on your account statement or on any bank information reporting service that we provide you. You must immediately inform us of any Transfer that is incorrect or unauthorized.

10. **Amendments and cancellations of transfer requests.** You may cancel a Transfer request before the Cutoff Time if we have not processed the Transfer. After we have processed a Transfer, it cannot be canceled, amended or reversed.
11. **Records, information and audits.** You will verify the accuracy of all records and information regarding the Service, or any Transfer and you will notify us immediately of any errors. Nothing in the Service Documentation will relieve you of:
    a. Any responsibility imposed by law, regulation or contract with regard to the maintenance of records, or
    b. Any responsibility to perform audits and account reviews customarily conducted by persons or entities whose businesses are similar to your business.

12. **Responsibility for paying taxes.** Any interruption in the Service will not relieve you of any obligation to pay any tax to the IRS, or any other government agency or entity owed the tax, and we will have no liability to you for your failure in such circumstances to pay any tax.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Account Currency is defined in section 8 (Currency conversion) of the Master Agreement.

ACH means Automated Clearing House.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Applicable Exchange Rate is defined in section 8 (Currency conversion) of the Master Agreement.

Applicable Law is defined in section 3 (Changes to service) of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

***CEO*®** **portal** means our Commercial Electronic *Office*®portal.

Concentration Account means your Account designated in the Concentration Account Services Set-up Form.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Entry is defined in the ACH Rules.

File is defined in the ACH Rules.

Foreign Currency is defined in section 8 (Currency Conversion) of the Master Agreement.

Gateway or Gateway Operator is defined in the ACH Rules.

Initiation Method is defined in section 6 (Security procedures) of the Master Agreement.

International Entry means an Entry to an account outside the United States.

Item is defined in the Account Agreement.

Log-on Credentials is defined in section 9 (CEO portal) of the Master Agreement.

Losses means liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Nested Third-Party Sender - As defined in Nacha Rules, a Nested Third-Party Sender is a **Third-Party Sender that has an agreement with another Third-Party Sender to act on behalf of an Originator,** without a direct agreement with the ODFI.

NOC or Notification of Change is defined in the ACH Rules.

ODFI (Originating Depository Financial Institution) is defined in the ACH Rules.

Originator is defined in the ACH Rules.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

RDFI (Receiving Depository Financial Institution) is defined in the ACH Rules.

Receiver is defined in the ACH Rules.

Remote Account means one or more accounts owned or controlled by you in the United States.

Representatives is defined in section 11(f) (Liability and indemnification) of the Master Agreement.

Reversal or Reversing Entry is defined in the ACH Rules.

Security Procedure is defined in the Product Enrollment Form and in section 6 (Security procedures) of the Master Agreement.

Settlement Date is defined in the ACH Rules.

Tax Transfer Deadline means a date at least one Business Day prior to the date the tax payment is due to the applicable tax authority.

Third Party Sender is defined in the ACH Rules.

WELLS FARGO

Check Cashing Service Description

1. **Introduction.** The Service Documentation contains the terms governing the Wells Fargo Bank, N.A. ("Bank") check cashing service ("Service") and includes:

   (a) this Service Description;

   (b) the Acceptance of Services or Treasury Management Product Enrollment form;

   (c) the Master Agreement for Treasury Management Services ("Master Agreement");

   (d) the account agreement governing the account(s) Company uses in connection with the Service; and

   User Guides which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices;

   This Service Description and the Master Agreement are posted at Bank's Commercial Electronic Office® (CEO®) portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the CEO® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

2. **Description of Bank's Service.** Bank's Service enables Company to have Bank and Bank's affiliates (each an "Affiliate" and unless otherwise specified, along with Bank, collectively "Bank") cash checks drawn on Company's accounts held at other banks.

   2.1. Company's Request to Cash Checks. Company requests Bank cash checks each of which: (a) has a face amount equal to or less than the amount separately agreed to by Company and Bank in the Setup Form for the Service ("Setup Form"); (b) purports to be drawn by Company on an account identified on the Setup Form for the Service (each an "Account" and collectively "Accounts") at a drawee bank identified on the Setup Form ("Drawee") (each such check a "Check") whether actually issued by Company or not; and (c) is presented in person by the payee at an office of Bank.

2.2. Check Cashing Procedures. Company authorizes Bank to cash any Check that it does not have actual knowledge bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable so long as Bank has followed its then current check cashing procedures in connection with the cashing of the Check. Bank reserves the right to require Company to consult with Bank with respect to any information concerning Bank that is printed on Company's check stock. **COMPANY UNDERSTANDS THIS SERVICE IS NOT AVAILABLE AT CERTAIN AFFILIATES OR BANK BRANCHES LOCATED IN CERTAIN STATES AS SEPARATELY DISCLOSED TO COMPANY.**

3. **Fees.** Company agrees to pay Bank a periodic fee for the Service, which fee will be charged whether any Check is cashed during a period and may be changed by Bank from time to time upon prior written notification to Company, in accordance with the Service Documentation. In addition, a per-check check cashing fee may apply. Company agrees to inform its payees in writing that a per-check check cashing fee may apply.

4. **Termination of Service.** In addition to the termination provisions contained in the Master Agreement, Bank may immediately and without prior notice terminate the Service whenever it has any basis to believe that there will not be sufficient available funds in the Account to pay a Check when presented or, in its sole determination, there is an unacceptable risk of fraudulent activity. The provisions of this Service Description and the other Service Documentation will continue in effect with respect to all Checks cashed by Bank prior to termination of the Service.

5. **Company's Guarantee of Payment and Obligation of Reimbursement.**

5.1. Guarantee of Check Payment. Company unconditionally guarantees payment of all Checks even though at the time any particular Check is presented for payment (a) the endorsement of the named payee is unauthorized; (b) the Check was not drawn, issued or authorized by Company; (c) the Drawee has received a valid stop payment order regarding the Check; (d) Company does not have sufficient funds in the Account to cover the Check; (e) the Account has been closed or the Drawee is prohibited from paying Checks drawn against the Account; or (f) the Drawee has knowledge that the Check bears an unauthorized signature, contains a material alteration, or is otherwise not properly payable.

5.2. Obligation of Reimbursement. If a Check is dishonored or if Bank is obligated to reimburse the Drawee or a collecting bank with respect to a Check, upon written demand accompanied by evidence of such dishonor or reimbursement, Company agrees to promptly reimburse Bank for all resulting loss. Company waives presentment and other notice of dishonor. In addition, Bank has the right to debit or chargeback any account of Company at Bank for any such loss.

6. **Bank's Limitation of Liability and Company's Agreement to Indemnify Bank.** Bank will have no liability including liability for any consequential, special, punitive or indirect loss or damage which Company, a payee, the Drawee, a collecting bank or any other person may incur or suffer in connection with a Check. Company will indemnify, defend, and save harmless Bank, and each of its directors, officers, employees, and agents (collectively in this section, "Indemnified Persons") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) (collectively, "Losses and Liabilities") awarded against or incurred or suffered by Indemnified

Persons arising directly or indirectly from or related to the cashing of any Check by Bank in accordance with this Service Description and/or the breach of any material obligation of Company hereunder.

Survival. Sections 4, 5 and 6 of this Service Description survive termination of the Service.

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Check Collections Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Company under this Service Description. "Company" is the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance").

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates Company's acceptance of the Service Documentation),
c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") Company uses in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which Company is enrolling), and
   User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted at Bank's *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Company's use of the Service confirms Company's receipt of an agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on the *CEO*® portal. When required by applicable law, Bank will notify Company of the update. If Company continues to use the Service after the update takes effect, Company will be deemed to have agreed to the update.

Services

Returned Item

1. **Description of Bank's Returned Items Services.** A "Returned Item" is an Item that is returned to Bank unpaid after Company deposits it to an account at Bank (or another financial institution) that Company has enrolled in one or more of Bank's Returned Item Services (each, "Account"). Bank's Returned Item Services include:
   a. Special Instructions regarding the handling of Company's Returned Items (section 3);
   b. Returned Item Decisioning through Bank's *CEO*® portal (section 4);
   c. Electronic Returns through which Bank submits Company's Returned Items as RCK entries in accordance with the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines as supplemented by any applicable operating rules of any automated clearing house of which Bank is a member, each as may be amended from time to time (together, "NACHA Rules") (sections 5-10);
   d. Centralized Return Processing through which Bank processes Company's Returned Items as Company's centralized return processor (sections 11-14);
   e. Returned Item Forwarding through which Bank forwards Returned Items Bank receives on Company's Accounts at Bank to Company's centralized returns processor (section 16); and
   f. Returned Item Service Fee Recovery through which Bank issues MICR drafts to recover service fees Company assesses on its customers in connection with Returned Items (section 17).

2. **Rules applicable to Bank"s Returned Item Services.** Bank will provide the Services to Company in accordance with:
   a. The Service Documentation including without limitation the User Guide that Bank makes available to Company at www.wellsfargo.com; and
   b. State and federal laws and regulations and clearinghouse rules applicable to a Returned Item which may include Federal Reserve Board Regulation CC Subpart C relating to the collection of checks ("Reg CC"), Federal Reserve Board Regulation E ("Reg E") and, in the case of Bank's Electronic Returns Service, when Bank originates an RCK entry on Company's behalf, the NACHA Rules.

3. **Special Instructions Service.** When Company enrolls in Bank's Special Instructions Service, Bank will process Company's Returned Items in accordance with the Special Instructions Company communicates to Bank from time to time.

4. **Returned Item Decisioning Service.** When Company enrolls in Bank's Returned Item Decisioning Service, Bank will use the *CEO*® portal to notify Company of Returned Items Bank receives prior to the cut off time Bank separately discloses to Company each Business Day. Each Returned Item will be listed by the default disposition (redeposit or chargeback) Company separately selects. Prior to the daily deadline Bank separately discloses, Company will review the Returned Items and accept or change the disposition of each Returned Item Bank identifies as eligible for decisioning through the *CEO*® portal. Bank will process each Returned Item not accepted or changed by this deadline according to Company's default disposition on file with Bank.

5. **Electronic Returns Service.** When Company enrolls in Bank's Electronic Returns Service, Bank submits RCK entries for Company's Returned Items that Bank, using a data-based decisioning method, has determined qualify as RCK entries under the NACHA Rules. The financial institution on which a Returned Item was drawn may reject any RCK entry without liability to Bank. The NACHA Rules require the originator of an RCK entry to make certain representations and warranties with respect to the original item for which the RCK entry is initiated. If Bank incurs any liability for breaching any of these warranties, Bank will look to Company to reimburse Bank.

6.

7. **Authorization.** Company represents and warrants to Bank that the issuer of any Returned Item has authorized Company to represent the Returned Item electronically and that such authorization is in all respects legally sufficient under applicable law.

8. **Rejected entries.** In the event any RCK entry submitted on behalf of Company is rejected by the ACH for any reason and sufficient data is available to Bank to permit it to repair the RCK entry, Bank will make the repair. Company will provide to Bank on request all information necessary to repair any RCK entry or file of RCK entries.

9. **Representment/returnedcheck fees.** Company acknowledges that the NACHA Rules do not allow collection of fees associated with a represented item by means of a single RCK entry in the amount of both the represented item and associated fees. Company represents and warrants that each item it deposits to its Account at Bank or another financial institution will only be for the amount of the item, and will not include any amount for a representment/returned item fee or similar fee.

10. **Provisional credit.** Any credit to Company's Account in connection with an RCK entry is provisional until such time as settlement for the RCK entry becomes final. In the event any RCK entry is returned or an adjustment memorandum is received with respect to the RCK entry, Company will immediately deposit with Bank sufficient good and collected funds to cover the returned RCK entry or adjustment memorandum. Company authorizes Bank to debit any of Company's account(s) for the amount of any such returned RCK entry or adjustment memorandum.

11. **Reimbursement.** Unless it results solely from Bank's negligence or intentional misconduct, Company will indemnify and reimburse Bank from and against any and all Losses and Liabilities that Bank incurs either directly or indirectly, in connection with (a) the breach of any warranty Bank makes under the NACHA Rules or Company makes in the Service Description, or (bl any action Company asks Bank to take in connection with Bank's Electronic Returns Service.
12. **Centralized Check Return Service.** When Company enrolls in Bank's Centralized Check Return Service, Bank processes Returned Items from Company's Account(s) at Bank and financial institution(s) other than Bank with which Company arranges for Bank to provide the Service. Company will place a special endorsement on the back of each check or other item it intends to deposit with a financial institution other than Bank that, upon dishonor, it wishes to have returned to Company's Centralized Return Account at Bank. This endorsement is the "centralized returns endorsement". It will include all of the information required by 12 CFR §229.35 (as amended from time to time) to be included in an endorsement made by a bank of first deposit and, to the extent possible, conform to the form of such an endorsement. The centralized returns endorsement will be designed to be more prominent than the endorsement of the actual depositary bank and thereby increase the likelihood that the paying bank or other payor and any subsequent returning bank will identify Bank as Bank of first deposit. Bank, upon request, will supply Company with endorsement stamps or examples of endorsement stamps that satisfy the requirements of this section.

13. **Relation of multiple endorsements.** Company understands (a) the centralized returns endorsement is in addition to, and not in place of, the endorsement placed on an Item by the depositary bank; (bl the centralized returns endorsement may or may not obscure, in whole or in part, the endorsement placed on the Item by the depositary bank; and (c) the endorsement placed on each Deposited Item by the depositary bank may or may not obscure, in whole or in part, the centralized returns endorsement.
14. **Delayed returns; lost instruments; liability;indemnification.** With respect to where to return checks, 12 CFR §§229.30(9) and 229.31(9), respectively, provide that paying and returning banks may rely on any routing number that appears on a returned check as that of the bank of first deposit. This means a Returned Item may be returned to either Bank or to the actual depositary bank. It also means there may be a significant delay in Bank's receipt of a Returned Item. Company, not Bank, is solely responsible for any and all claims, damages, losses, and expenses of any kind including without limitation attorney's fees and costs (collectively, "Losses and Liabilities") that may arise, either directly or indirectly, in connection with any delay in the return of any Returned Item. Company agrees to indemnify and hold Bank, its directors, officers, employees and agents (collectively, "Indemnified Persons") harmless from all Losses and Liabilities arising out of or in any way connected with acts or omissions by Bank or any such indemnified party in connection with the delay in the return of any Item deposited to Company's account at another financial institution .
15. **Bank's right to chargeback Returned Items.** Bank may chargeback a Returned Item to any account Company owns in whole or in part at Bank or any affiliate of Bank without regard to whether the Returned Item was initially deposited to Company's Account at Bank or at another financial institution.
16. **Returned Item Forwarding.** When Company enrolls in Bank's Returned Item Forwarding Service, Company will place its centralized returns endorsement identifying Company's centralized return processor on the back of each check or other item it deposits to its Account(s) at Bank that, upon dishonor and subsequent receipt by Bank, it wishes Bank to forward to Company's Centralized Return processor. Bank will forward Company's Returned Items that Bank receives to Company's centralized return processor. Company acknowledges the possibility of a delay in its centralized return processor's receipt of a Returned Item that is first received by Bank and agrees Section 13 of this Service Description including Company's agreement to indemnify Indemnified Parties applies to Losses and Liabilities of any Indemnified Party in connection with Bank's Returned Item Forwarding Service. ited to Company's Account at Bank or at another financial institution.
17. **Returned Item Service Fee Recovery.** When Company enrolls in Bank's Returned Item Service Fee Recovery Service, Bank issues a MICR draft on the account of the issuer of a Returned Item in the amount to which Company and Bank separately agree will be Company's Returned Item service fee. Company represents and warrants to Bank that Company has properly disclosed to all its customers that it assesses a service fee for checks returned unpaid for any reason.

18. **Company"s agreement toindemnify Bank.** Company will indemnify, defend, and save harmless the Indemnified Persons from and against all Losses and Liabilities awarded against or incurred or suffered by Indemnified Persons arising directly or indirectly from or related to:
    a. Any material breach in a representation, warranty, covenant, or obligation of Company contained in the Service Documentation;
    b. The violation of any applicable law, statute, or regulation or of the Rules Applicable to Bank's Returned Items Services including without limitation Reg CC, Reg E and the NACHA Rules in the performance of Company's obligations under the Service Documentation;
    c. A breach of any warranty Bank makes under the NACHA Rules in connection with Bank's Electronic Returns Service under this Service Description; and
    d. Any negligent or intentional act or omission by Company in the performance of its obligations under the Service Documentation.
19. **Suivival.** Sections 5, 6,8, 13, 15 and 17 of this Service Description will survive termination of the Service.

Wells Fargo Remote Deposit Capture and Image Delivery

1. **Description of service.** The Service enables Company to create or process Electronic Checks from eligible paper checks and transmit the Electronic Checks in an electronic file ("Electronic File") to Bank for review and processing for credit to Company's deposit account at Bank ("Account") in accordance with this Service Documentation. An "Electronic Check" means an electronic image of, and electronic information derived from, an eligible U.S. Dollar paper item or check that conforms to ANSI X9.100-187. Bank's Reference Guide for the Service lists eligible U.S. Dollar checks (and ineligible checks). For each Electronic Check Bank determines is eligible for processing, Bank will:
    a. Create a substitute check conforming to ANSI X9.100-140 that Bank will present directly or indirectly to the bank (a) on which the original paper check to which the Electronic Check relates is drawn, or (bl at or through which the original paper check is payable (each, the "Paying Bank");
    b. Include the Electronic Check in an electronic file for presentment directly or indirectly to the Paying Bank; or
    c. Post or present any Electronic Check for which Bank is the Paying Bank.
2. **Creating or processing Electronic Checks and transmitting Company's Electronic File to Bank.** To create or process Electronic Checks and transmit Company's Electronic File to Bank, Company will use either (a) Bank provided software and Bank provided, certified or approved hardware, or (bl Company's software and hardware or third-party provided software and hardware, provided each generates Electronic Checks and Electronic Files that meet Bank's then current standards and specifications. Any third-party processor Company uses to prepare and/or transmit Company's Electronic File is Company's agent, and Company will be responsible for ensuring its agent complies with Company's responsibilities under this Service Description. In particular, each Electronic File Company's agent transmits to Bank will include only Electronic Checks payable or endorsed to Company, unless Bank expressly agrees to permit Company's agent to include Electronic Checks payable to customers of Company or Bank.
3. **Processing Company's Electronic File.** Bank will review each Electronic Check and process the Electronic Checks Bank determines are eligible for processing on the Business Day Company transmits Company's Electronic File to Bank, if Bank receives Company's Electronic File before the processing deadline Bank separately discloses to Company ("Cut-Off Time") on that Business Day and on the next Business Day if Company transmits Company's Electronic File to Bank after Bank's Cut-Off Time. "Business Day" is every day except Saturday, Sunday and any federal holiday.

4. **Exception Checks.** Each Business Day on which Bank processes Company's Electronic File, Bank may, without liability to Company, reject Electronic Checks Bank determines are ineligible for the Service (each, an "Exception Check"). "Exception Check" includes without limitation an Electronic Check that (a) is illegible or contains MICR data that is not machine-readable, (b) was previously processed as an Electronic Check, (c) is drawn on a bank located outside the United States and is not payable at or through a bank located within the United States, (d) fails to conform to ANSI X9.100-187, or (e) any Electronic Check other than one described in (a), (b), (c), or (d) of this section 4 that applicable law prohibits Bank from accepting through a remote deposit capture platform. Bank will notify Company of each Exception Check through Bank's Commercial Electronic Office® service or other communication channel at Bank's discretion. Company will deposit an Exception Check to Company's Account only by depositing the original Paper Check to which the Exception Check relates or as otherwise agreed by Bank and Company. Even if Bank does not identify an Exception Check when Bank processes the Electronic File that includes the Exception Check, the substitute check or purported substitute check Bank creates from the Electronic Check may be returned to Bank because, among other reasons, the Paying Bank determines it is illegible or missing an image. Bank's failure to identify an Exception Check will not limit Company's obligations to Bank under section 8.
5. **Deposits to Company's Account.** Bank will be deemed to have accepted each Electronic Check for deposit to Company's Account (other than any Exception Check) (a) on the Business Day Bank processes the Electronic Check (b) at the Bank office where Company's Account is maintained. Funds from these Electronic Checks will be made available in accordance with Bank's Funds Availability Policy applicable to Company's Account and will be deemed to be collected in accordance with Bank's Electronic Deposit Collected Funds Schedule which Bank will provide to Company upon request and may amend from time to time. If an Electronic Check or substitute check is dishonored by a Paying Bank, Company acknowledges and agrees that Paying Bank may create and return to Company or its customers a return substitute check conforming to ANSI X9.100-140 in lieu of the originally presented Electronic Check or substitute check. Company acknowledges and agrees that if Bank receives a notice of nonpayment from Paying Bank with respect to an Electronic Check or substitute check presented for payment, Bank has no obligation to provide this notice to Company or its customers.
6. **Third-party processors.**
    a. **General.** This section contains additional terms applicable when Company is a third-party processor. Company is a "third-party processor" when it uses the Service either to (a) create and process an Electronic Check on behalf of a customer or (bl process an Electronic Check one of its customers has created and transmitted to Company.
    b. **Prerequisites for acting as a third-party processor.** Prior to acting as a third-party processor with respect to any customer, Company will conduct due diligence appropriate to the type of customer (consumer or business). As part of Company's due diligence, at time a customer initially opens an account with Company, Company will obtain the customer's name, Taxpayer Identification Number, and address. In addition, Company will fulfill obligations under applicable law with respect to (a) establishing and maintaining a Customer Identification Program and an Anti-Money Laundering Program, (bl establishing and maintaining written procedures reasonably designed to identify and verify beneficial owners of legal entity customers and to include such procedures in its Anti-Money Laundering Program and (cl suspicious activity monitoring and reporting. Company will also enter into an agreement with each of its customers which includes (i) provisions paralleling those in this Service Description relating to creating Electronic Checks and maintaining the security of original Paper Checks; (ii) warranties paralleling each of the warranties Company makes to Bank in this Service Description; (iii) an acknowledgement that Bank may at any time refuse to process Electronic Checks for that customer; and (iv) if the customer is a business entity, an obligation that customer, upon request by Company, provide Company the information Company requires to enable Company to understand the nature of the customer's business.

c. **Risk parameters; ongoing monitoring.** For each customer for which Company acts as a third-party processor, Company will, in accordance with reasonable commercial standards, monitor the customer's deposits for suspicious activity including out-of-pattern, duplicate and suspicious Electronic Checks on an ongoing basis and take appropriate actions with respect to the customer's account with Company, up to and including refusing to process Electronic Checks for the customer and/or preventing the customer from transacting on its account(s) with Company. Bank will establish and maintain confidential internal risk parameters for Company's Electronic File but Company is solely responsible for monitoring its customer's Electronic Checks.

7. **Company's representationsand warranties.** Company represents and warrants to Bank Company will:
   a. Use the Service only for eligible paper checks payable to or endorsed for deposit by Company or its customers (unless Bank expressly agrees otherwise);
   b. Transmit to Bank only Electronic Checks suitable for processing including without limitation legible Electronic Checks containing machine-readable MICR data;
   c. Not transmit to Bank any Electronic Check that duplicates an Electronic Check previously transmitted to Bank or that did not originate as an eligible paper check;
   d. Maintain control over and sole responsibility for secure retention and destruction of each original eligible paper check for which Company or one of Company's customers has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper check throughout the transmission flow and while in storage) and properly secure all hardware Company uses in connection with the Service at all times;
   e. Not transmit to Bank, deposit to Company's Account, or otherwise negotiate any original eligible paper check with respect to which Company has transmitted an Electronic Check to Bank, unless Bank has notified Company that the Electronic Check is an Exception Check;
   f. If Company uses an agent to create Electronic Items and/or transmit Company's Electronic File to Bank, Company will ensure its agent includes only Electronic Check payable to Company in an Electronic File, unless Bank expressly agrees to permit the agent to include Electronic Check payable to multiple customers of Bank; an
   g. If Company is a third-party processor as set forth in section 6 of this Service Description, comply with section 6 of this Service Description.

8. **Company"s agreement to indemnify Bank.** Company will indemnify, defend, and save harmless Bank, its parent company, and its affiliates and each of their respective directors, officers, employees, and agents (collectively in this section 8,"Indemnitees") from and against all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees and disbursements of legal counsel and accountants) awarded against or incurred or suffered (collectively, "Losses and Liabilities") by Indemnitees arising directly or indirectly from or related to:
   a. Any negligent or intentional act or omission by Company in the performance of its obligations under this Service Description including without limitation failing to maintain control over and sole responsibility for secure retention and destruction of each original paper check for which Company has created an Electronic Check (including the security and integrity of nonpublic personal information appearing on the original paper item throughout the transmission flow and while in storage), in which event Losses and Liabilities will include without limitation consequential damages;
   b. Any material breach in a representation, warranty, covenant, or obligation of Company contained in this Service Description;
   c. Bank acting as a "reconverting bank" under the Check Clearing for the 21st Century Act through the creation of "substitute checks" or purported substitute checks using an Electronic Check, an Exception Check or an Electronic File, in which event Losses and Liabilities will include without limitation consequential damages; and
   d. Bank posting or presenting an Electronic Check for which Bank is Paying Bank or presenting an Electronic Check to the Paying Bank for payment.

e. Company will further indemnify, defend, and save harmless Indemnitees from and against all Losses and Liabilities by Indemnitees arising directly or indirectly from or related to Regulation CC (12 CFR Part 229) or Regulation J (12 CFR Part 210) as follows:

i. Bank warrants to a warrantee that (i) the electronic image of a check accurately represents all of information on the front and back of the original check as of the time that the original check was truncated and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check ("Image Quality Warranty") and (ii) the warrantee will not receive a presentment of or otherwise be charged for an Electronic Check, an Electronic Returned Check, the original check, a substitute check, or a paper or electronic representation of a substitute check, such that the warrantee will be asked to make payment based on a check it has already paid ("No Double Debit Warranty"). In the case of transfers for collection or payment, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. In the case of transfers for return, Bank makes the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, any subsequent returning bank, the depository bank, and the owner. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to a breach of any of these warranties, Company will indemnify the Indemnitee and not hold it responsible or liable.

ii. Through Bank's providing the Service to Company, Bank is required to indemnify a depository bank that accepts the original paper check from which an Electronic Check is created for losses incurred by that depository bank if the loss is due to the check having already been paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such depository bank indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

iii. If Bank transfers or presents an "electronically created item" and receive settlement or other consideration for it, Bank is required to indemnify each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item or to the payee stated on the item; or (iii) a person receives a transfer or presentment, or return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check it has paid. If any Indemnitee suffers any Losses or Liabilities arising directly or indirectly from or related to such electronically created item indemnity obligation, Company will indemnify Indemnitee and not hold it responsible or liable.

f. **Termination.** In addition to its rights to discontinue providing Services under the Master Agreement, Bank may discontinue providing the Service to Company immediately upon notice if Bank determines in its sole discretion that Company has breached any of Company's obligations under sections 7 or 8 of this Service Description.

9. **Additional controls on Company.**

a. **General.** In FIL-4-2009, Risk Management of Remote Deposit Capture ("RDC") Guidelines, the FFIEC sets forth guidelines for agreements between a financial institution and its RDC customers. In accordance with these guidelines, Bank has the authority upon reasonable prior notice to Company to (a) mandate specific internal controls at Company's locations, (bl periodically audit or require audits of Company's RDC operations including Company's IT infrastructure at Company's expense, and (c) request additional information about Company.

b. **Company's Internal Controls.** Company will establish internal controls related to Company's RDC operations. Upon reasonable request, Company will provide Bank with information about its internal controls and will work in good faith with Bank to resolve any concerns that Bank identifies with respect

to such internal controls.

c. **Company's Consumer Complaints.** Bank may upon reasonable prior notice to Company request information about:

   i. Company's procedures for handling consumer complaints relating to Company's RDC product ("consumer complaints"),

   ii. The number of consumer complaints Company received in the prior calendar quarter, and

   iii. The then current status of each consumer complaint.

10. **Suivival.** Sections 7 and 8 of this Service Description will survive termination of the Service.

Check Disbursements and Fraud Prevention Services Service Description

Treasury Management Services

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Revised November 6, 2020

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Introduction

The Service Documentation contains the terms and conditions under which Wells Fargo Bank, N.A. ("Bank") provides you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in Services ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The services (each a "Service") covered by this Service Description are:
Fraud Prevention and Related Services

- Positive Pay Service
- Reverse Positive Pay Service
- Payment Authorization Service
- Account Reconciliation Plan Service
- Controlled Disbursement Account Service

Specialized Disbursement Services

- Centralized Disbursements Manager Service
- Payable Through Draft Service
- Third Party Drafts Service

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Services),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing your account(s) that you use for the Service ("Account"),
e. The Product Enrollment Form ("Set-up Form") (which contains set-up information for the service in which you are enrolling), and

   User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

You agree to the terms and conditions governing the Services in which you have enrolled, as described in this Service Description and in the Service Documentation, which includes details of your enrolled Services. The separate documents comprising of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, the applicable terms for the Service in this Service Description and all Service Documentation.

Fraud Prevention and Related Services:

As further described in the Account Agreement, we offer certain Services to help reduce the risk of fraud, including the Services below.

Positive Pay Service

1. **Description of service.** With this Service you can instruct us to pay or return counterfeit Checks, Checks otherwise not validly issued and certain altered Checks presented to us for payment on the Accounts you enroll in this Service. For purposes of this Positive Pay Service Description, "Check" refers to each check presented for payment on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you. Except as otherwise provided in this Service Description, enrollment in our Account Reconciliation Plan Service is required.
   a. **Service summary.** Each Business Day, either before or after posting the Check to your Account, based on the Service option you choose as described in section Ib below:

      i. We electronically compare the serial number and numeric amount of each Check presented to us for payment before our Cutoff Time on the prior Business Day to your Check Issue Data (see section 2),
      ii. We will provide you with a report ("Exception Report") of each Check that does not match your Check Issue Data (an "Exception Check") (see section 4),
      iii. We review each Exception Check, and either correct or reverse and repost each Exception Check with errors that we can correct, depending on the Service option you choose as described in section Ib,
      iv. We will pay or return each Exception Check (see section 5), and
      v. We separately review each "directly-presented Check" (see section 8).

   b. **Service options.** You may enroll an Account in one of two options of the Service:
      i. **Perfect Presentment® Positive Pay.** We electronically compare a Check to your Check Issue Data prior to posting the Check to your Account. Each Check with error(s) that we can correct, such as an encoding error, will be corrected, so that the Exceptions Report includes only unresolved Exception Checks. This option is offered only on an Account enrolled in our Controlled Disbursement Service.
      i. **Positive Pay and Positive Pay Only.** We electronically compare a Check to your Check Issue Data after posting the Check to your Account. We then review each Exception Check, and reverse and repost each Exception Check with error(s) that we can correct, such as encoding errors, so that the Exception Report includes only unresolved Exception Checks. Enrollment in our ARP Service is not required for Positive Pay Only.

2. **Check Issue Data.** You will provide us with the Check Issue Data for all issued Checks, in the format, through the communications channel, and at the place we specify no later than our Cutoff Time. You will not distribute any Check before you have included the Check in the Check Issue Data you have provided to us. In performing this Service:
   a. We will use only the Check Issue Data you provide to us,
   b. If the Check Issue Data includes a post-dated Check (a check you issue with a date in the future), we will not compare that Check against the Checks presented for payment on the Account until that date, and
   c. We will not accept Check Issue Data for Checks with an issue date more than forty-five (45) calendar days in the future.

3. **Payment of Matching Checks.** For each Matching Check, we will make final payment on the Check and charge the Check to your Account (subject to section 11).

4. **Notifying you of Exception Items; providing images.** When we identify an Exception Check through our electronic comparison, we notify you through the Exceptions Report. This report is available on our *CEO* portal. We will use reasonable efforts to provide an image of any Exception Check (including a Holdover Exception Check) to you, but we will have no liability if we are unable to do so before the Decision Deadline.
    a. **Holdover Exception Checks.** This subsection applies when you have enrolled your Controlled Disbursement Account in our Perfect Presentment Positive Pay Service. A "Holdover Exception Check" is an Exception Check we identify after we prepare and transmit the Exceptions Report to you. We will use our best efforts to notify you by calling you at the number we have on file for you.

5. **Decision Deadline.** You will make your pay or return decision based on the information about the serial number and amount of the Exception Check in the Exceptions Report, and if you use our Payee Validation Service (see section 7), on any payee information we provide to you.
    a. **Instructions before the Decision Deadline.** If, before the Decision Deadline, you instruct us to pay or return an Exception Check, we will follow your instructions (subject to section 11). You will use the same communications channel to instruct us that we used to notify you of the Exception Check, except that if we included the Exception Check on the Exception Report we post on the *CEO* portal, you will use the *CEO* portal to communicate your instruction regarding the Exception Check to us.
    b. **No instructions before the Decision Deadline.** If you do not instruct us before the Decision Deadline regarding an Exception Check, we will process the Check in accordance with your Default Option. If we are unable to obtain your instructions prior to the Decision Deadline regarding a Holdover Exception Check described in subsection 4(a) we will process the Holdover Exception Check in accordance with your Default Option.

6. **Default Options.** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
    a. **"Return all."** We return the Exception Check to the bank of first deposit marked "refer to maker" even if you validly issued the Exception Check (and do not charge it to your Account). We recommend the "return all" Default Option because it reduces the risk of unauthorized Checks being paid on your Account (even though it may result in valid Checks being returned unpaid).
    b. **"Pay all."** We charge the Exception Check to your Account. This Default Option presents a higher risk of unauthorized checks being paid on your Account. If you elect this Default Option, you assume full liability for any losses resulting from counterfeit, altered or Checks otherwise not validly issued as described in section 9 below.

7. **Payee Validation Service.**
    a. **Description of Payee Validation Service.** When you enroll in our optional Payee Validation Service, we will do the following:
        i. On each Check that is greater than the Payee Validation Threshold, we electronically compare the payee's name on your check to your Check Issue Data. The "Payee Validation Threshold" is the dollar amount we choose above which we will perform the payee validation service.
        ii. If (1) there is a difference between the two names that is not within guidelines we establish, or (2) a notation or legend on the Check prevents the electronic comparison of the payee's name, we will include the Check as an Exception Check in your Exceptions Report.
        iii. If you notify us you have incurred a loss as a result of an unauthorized alteration of the payee's name, we will reimburse you for the face amount of any Check we pay under the Payee Validation Threshold except as provided below, provided that you notify us of your loss in writing within 3 years after the statement or Check is made available to you.

NOTE: When you enroll in our optional Payee Validation Service, you are charged a per-Check fee for each Check presented on your Account during a monthly billing cycle. This fee is separately disclosed to you. The per-Check fee is assessed on each Check presented including without limitation Checks not exceeding the Payee Validation Threshold.

b. **When we do not perform payee validation.** We will not perform any payee validation review with respect to a Check if:
   i. The Check is less than the Payee Validation Threshold,
   ii. The payee's name on the Check is handwritten instead of machine-printed,
   iii. You fail to include the payee's name on the Check in your Check Issue Data,
   iv. We do not receive your Check Issue Data for the Check before our Cutoff Time, or
   v. You request we add the payee's name manually to Check Issue Data you have previously provided to us.

c. **Exceptions to reimbursement.** We will not reimburse you for losses resulting from an unauthorized alteration in the payee's name if:
   i. The Check with the unauthorized alteration is hand-written, or
   ii. We fail to identify an alteration or other discrepancy in the payee's name because:
      1. The payee name in your Check Issue Data did not exactly match the payee name on the Check, or
      2. You used customized zone formatting.

8. **Directly-presented checks.** A "directly-presented Check" is a Check we receive for deposit or cashing at our branch or through another depository channel that may present higher risk. The risk is we may be required to make proceeds from a directly-presented Check available before you can review and make a timely decision on the directly-presented Check identified as an Exception Check in our Exceptions Report. When your Check Issue Data on file with us does not include or match a directly-presented Check:

   a. if we receive the Check for deposit, we will take those steps as we, in our sole discretion, determine are commercially reasonable for the depository channel used, to review and accept the Check or refuse to accept the check, and
   b. if we receive the Check for cashing, we reserve the right to refuse to accept the Check.

   You may instruct us to exclude all directly-presented Checks from this process. In that case, each directly-presentedCheck will be considered a Matching Check, even if it is not included in your Check Issue Data on file with us at the time we receive it, and we will pay it without further inquiry.

9. **Limitation of liability and indemnification.**
   a. **Liability limit.** We will pay each Check you have authorized us to pay as described in this Service Description (including each Matching Check) and each Check you are considered to have authorized us to pay (including each Check we pay according to your Default Option) without performing any Check verification procedure other than those procedures described with this Service Description. We will have no liability for paying a Matching Check or an Exception Check you are considered to have approved if:
      i. There is an alteration in its serial number or amount,
      ii. It is counterfeit, bears a forged or unauthorized signature, or
      111. It was otherwise not validly issued.
   b. **Indemnification.** Each Check that we pay according to this Service Description will be considered properly payable, and each Check that we return as provided in this Service Description will be considered not properly payable. Without limiting the indemnification provisions contained in the other Service Documentation, you:
      i. Indemnify and hold us harmless from any and all Losses that we may suffer or incur as a result of our payment or return of a Check at your instruction or otherwise according to sections 5 or 8 of this Service Description, including a Check you issue before including it in your Check Issue Data, and

ii. Release and forever discharge us from all claims and damages, whether known or unknown, liquidated or unliquidated, contingent, direct or indirect, which you have, or claim to have against us relating to the payment or return of any Check as provided in this Service Description.

10. **Stop payment; cancel and void instructions; stale-dated Checks.**
    a. You will not use this Service as a substitute for our stop payment service. You will follow our standard stop payment procedures described in the applicable Account Agreement if you wish to stop payment on a Check that was validly issued. You will use:
        i. A cancel instruction only to delete an outstanding Check included in your Check Issue Data, and
        ii. A void instruction only to notify us that a Check included in your Check Issue Data has been destroyed and will not be re-issued.
    b. Using notations or legends on a Check is not an effective stop payment order or void instruction. We will not be liable for failing to follow your cancel or void instruction for any Check on which we have made final settlement.
    c. If you choose to use our "stale-dated" feature, we will return each Matching Check (other than a directly presented Check) that is dated past your specified stale-date, unless you instruct us to pay the Check.

11. **Our right to return checks.** Nothing in this Service description will limit our right to return any Check you have authorized us to pay as part of this Service if we determine that:
    a. The Check is not properly payable for any reason (without us agreeing to, or being required to, make such determination in any circumstance), or
    b. There are insufficient collected and available funds in your Account to pay the Check.

    You agree that our determination not to pay a Check will not constitute wrongful dishonor of that Check.

12. **Survival.** Sections 4, 7, 9, 10 and 11 will survive termination of Services.

Reverse Positive Pay Service

1. **Description of Service.** Our Reverse Positive Pay Service is an alternative to our Positive Pay Service that we provide to select customers, including customers that issue Drafts. The Reverse Positive Pay Service is required when you enroll in the Third Party Drafts or Payable Through Drafts Services. With this Service:
    a. You can detect fraudulent Checks by reviewing information we provide to you each Business Day about Checks that have posted to your Account from the prior Business Day ("Paid Items Report") (see section 2),
    b. You can request we edit Checks that have posted incorrectly to your Account,
    c. If you have elected our Teller Match Service, we may perform a positive pay verification of certain directly-presented Checks (see section 3) as we determine in our sole discretion from time to time, and
    d. You can instruct us to return unauthorized Checks.

    For purposes of this Reverse Positive Pay Service Description, a "Check" is a check, Draft or other paper instrument purportedly issued on your Account, whether it is counterfeit, not validly issued, altered or validly issued by you.

2. **Paid Items Report.** Each Business Day, we will provide you with the Paid Items Report through our *CEO* portal or by other methods you may elect. Each Business Day, you will compare the Paid Item Report to your Check Issue Data and before the Decision Deadline, notify us through the *CEO* portal of any edit requests or return instructions for those Checks described on the Paid Items Report for that Business Day. You will include in your notification the serial number and amount of each Check you wish to edit and the reason for returning each Check you wish to return.

3. **Teller match service.**
   a. You may separately elect to have us perform a positive pay verification on certain directly-presented Checks, in which case the provisions in section 8 (Directly-presented Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern. If you enroll in this Service option, you will provide the Check Issue Data for each Check to us before you issue the Check.
   b. With respect to a directly-presented Check, we will have no liability to you for not performing:
      i. Any positive pay verification, if we do not receive and have a reasonable amount of time to act on your Check Issue Data for the Check before we receive the directly-presented Check, or
      ii. Payee validation, if you fail to include the payee's name in your Check Issue Data for the directly-presented Check.

4. **Your failure to give us timely instructions.** If we do not receive your edit requests and/or return instructions by the Decision Deadline on any Business Day, we will pay each Check described in the Paid Items Report for that Business Day, unless you have already instructed us by effective stop payment order to return that Check unpaid.

5. **Checks to be paid; liability limit and indemnification.**
   a. We will pay each Check you are deemed to have authorized us to pay in accordance with this Service Description without performing any further review of such Check. We will have no responsibility whatsoever for paying such a Check even if its serial number or amount is altered, it is counterfeit, bears forged or unauthorized signature, or is not validly issued. You waive and release us from and agree to protect us against any Losses resulting from a claim that such a Check was not properly payable.
   b. We will have no liability if you instruct us to return a Check (including without limitation a Check that is counterfeit, not validly issued or altered) but your instruction does not reach us in a time and manner affording us a reasonable opportunity to return the Check before we pay, accept, certify, cash or otherwise become obligated to pay the Check as provided in the Uniform Commercial Code.
   c. You will promptly reimburse us for any loss we incur when we make the proceeds from a Check available in accordance with Reg CC prior to our receipt of your instructions regarding the Check.

6. **Edit requests and return instructions.**
   a. **Edit requests.** We reserve the right to deny any of your edit requests based on our evaluation of the edit request. We will not accept edit requests with respect to any Checks that you attempt to communicate to us by any means other than the *CEO* portal.
   b. **Return instructions.** We reserve the right to decline your return instruction based on our evaluation of the return instruction. If your reason for returning a Check is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

7. **Stop payment and our right to return Checks.** Sections 10a and b (Stop payment and void instructions) and 11 (Our right to return Checks) of the Positive Pay Service Description are incorporated here by reference and shall apply and govern.

8. **Survival.** Sections 3, 5, 6 and 7 will survive termination of Services.

Payment Authorization Service

NOTE: If you have the ability to write checks on your Account, we recommend that you use the Positive Pay Services to prevent check fraud. You understand that the Payment Authorization Service does not provide the same level of protection as the Positive Pay Services. If you decide not to implement the Positive Pay Services, or you do not properly use it, you assume the risk of loss for unauthorized checks.

1. **Description of service.** With this Service you can set limits on paper Items that may be drawn on your Accounts based on the options you choose. You may also prevent any paper checks being paid on your Accounts by choosing to set the applicable limit to zero.

2. **Available options.**

Option (on Product Enrollment Form)	Action we will take
Maximum Check Amount Authorized	We will automatically return unpaid Items drawn against the Account which are presented to us but exceed the "Maximum Check Amount Authorized" you provide us with. These Items are marked "Refer to Maker."
Maximum Check Cashing Amount	We will refuse to cash checks drawn against the Account and presented to us through our branch network, if they exceed the "Maximum Check Cashing Amount" you specify.
Maximum over the Counter Withdrawal Amount	We will refuse withdrawal requests against the Account which are presented to us through our branch network, if they exceed the "Maximum over the Counter Withdrawal Amount" you specify.
Checks to Individuals	We will refuse to cash checks drawn against the Account which are presented to us through our branch network, and which are made payable to an individual.

Account Reconciliation Plan (ARP} Service

1. **Description of Service.** With our ARP Service, you can receive automated reporting to help you reconcile your Accounts. With this Service you can:
   a. Receive Account information reporting, based on the Service options you select,
   b. Store information about Items you issue on your Accounts, and
   c. Process the information in accordance with the Service options that you elect in the Set-up Form. Our User Guide for the Service details the Service options.

2. **Issued check information.** If you elect our full ARP Service, each Business Day prior to the Cutoff Time, you will provide us with the Issued Check Information using the communication channel(s) you elect. For purposes of this Service Description, "Issued Check Information" is the issue date, serial number and dollar amount of each Item (as defined in the applicable Account Agreement) that you issue on your Account. If you elect our Deposit Location Reporting Service, you will provide us with a list of your location numbers and names and may amend the list from time to time by notifying us in writing.

3. **Stop payment orders.** If you use the ARP Service to place a stop payment order on any Item, you understand that:
   a. The Account Agreement governs the stop payment order,
   b. Each stop payment order is subject to our verification that the Item described in the stop payment order has not been paid, and
   c. This verification may occur a minimum of ninety (90) minutes after the time you transmit the stop payment order to us.

Controlled Disbursement Account Service

1. **Description of Service; required Accounts.** The Controlled Disbursement Account ("CDA") Service is available to select customers that qualify based on their credit and other considerations. With the CDA Service, you will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"),
   b. One or more checking accounts with us linked to a Funding Account (each, a "Disbursement Account"), and
   c. The information reporting service specified by us ("Information Reporting Service").

   Each Funding Account and Disbursement Account and the Information Reporting Service will be identified in the Set-up Form for this Service. You will enroll each Disbursement Account in our Positive Pay Service. You will use each Disbursement Account solely to issue Checks, Drafts and electronic debits (each, a "Debit") in accordance with this Service Description. You will not issue any Debits on any Disbursement Account until we notify you that such Disbursement Account is operational.

2. **Determination of Total Net Presentment.** Each Business Day by the Cutoff Time, we will make the Total Net Presentment for each Disbursement Account available to you through the Information Reporting Service. The "Total Net Presentment" consists of the total dollar amount of:
   a. Debits that have posted in the first and, if applicable, second presentment on that Business Day, and
   b. Adjustments to the Disbursement Account reported on our CD Summary report, including without limitation Debits posted after the last presentment on the prior Business Day (these Debits are referred to collectively as the "Prior Day Funding Adjustments").

   If the Total Net Presentment is not available to you through the Information Reporting Service by the Cutoff Time, we will have no liability, and you will estimate the Total Net Presentment.

3. **Your obligation to deposit funds in Funding Account.**
   a. Each Business Day before the Cutoff Time, you will deposit good and collected funds in your Funding Account so that the balance in the Funding Account, as determined in accordance with the Account Agreement, is sufficient to cover either:
      i. The Total Net Presentment or your estimate of the Total Net Presentment, and
      ii. The total of any Debits that have been memo posted to your Disbursement Account before the Cutoff Time on the current Business Day as set forth in the intra-day composite report we make available to you.

   b. If you fail to transfer funds as required in subsection 3(a) above or if such transfer was based on your estimate of the Total Net Presentment and such estimated amount was less than the actual Total Net Presentment, we may, at our sole option:
      i. Advance to the Funding Account(s) sufficient funds to pay the Debits presented for payment on the Disbursement Account and transfer such funds to the Disbursement Account, or
      ii. Return Debits, in any order, unpaid (even though we may have previously established a pattern of paying such Debits).

4. **Transfer of funds to Disbursement Account.** Each Business Day, we will:
   a. Transfer from the Funding Account to the Disbursement Account the amount necessary to cover the Total Net Presentment as shown on the CD Summary Report for that Business Day, and
   b. Advance funds to the Disbursement Account in the amount sufficient to cover Debits that posted to Disbursement Account after the last presentment on that Business Day (and the amount advanced by us will be reported on the CD Summary Report for the next Business Day as the Prior Day Funding Adjustments).

5. **Our obligation to pay debits.** We will have no obligation to pay any Debit if the balance of good and collected funds in the Disbursement Account on which the Debit is drawn is not sufficient to cover the Debit at the time we make our payment decision.

6. **Your agreement to repay our advances to Disbursement Account.** You will unconditionally pay us on demand without setoff or counterclaim in good and collected funds the full amount of any advance we make pursuant to sections 3 and 4 plus our fees and costs incurred in connection with such advance.

7. **Security interest.** As security for the Obligations, you pledge to us, and grant us a lien on and a security interest in, the following property and all proceeds thereof (collectively, the "Collateral") as security for the prompt satisfaction of the Obligations:
   a. Each Funding Account, each Disbursement Account, and all of your other accounts with us and our affiliates, and
   b. Any of your property now or at any time delivered, conveyed, transferred, assigned, pledged or paid to us in any manner whatsoever.

   Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

8. **Fraud prevention.** Enrollment in one of our Positive Pay Services is required for enrollment in this Service. You acknowledge there is a growing risk of losses resulting from unauthorized Items. You recognize that Controlled Disbursement Service customers are especially susceptible to losses from unauthorized checks. You are aware that we offer an additional service known as "Payee Validation," which is an effective means of controlling risk from counterfeit checks, altered checks and certain other types of fraudulent checks. We have advised you that if you do not enroll in and properly use our Payee Validation Service, we will be unable to prevent losses from counterfeit, altered and certain other types of fraudulent checks and you will be treated as having assumed the risk of these losses.

9. **Liability and indemnification.** In addition to the liability and indemnification provisions in the Master Agreement, we will not be liable for any Losses paid, suffered or incurred by you, and you will indemnify us from and hold us harmless against any Losses that we suffer or incur, arising directly or indirectly and relating to:
   a. Your performance or failure to perform your obligations in accordance with this Service Description,
   b. Us acting on any information you provide us in any Service Documentation or otherwise,
   c. If we return any Check unpaid because you have not deposited good and collected funds in the Funding Account related to the Disbursement Account on which a Debit is drawn sufficient to cover the Total Net Presentment,
   d. Our dishonor and return of any Debit unpaid if you issue the Debit before we notify you the Disbursement Account on which it was drawn is operational,
   e. Our nonpayment of a Debit, unless the nonpayment results directly and proximately from our gross negligence or willful misconduct,
   f. If any Debit fails which has not been tested and approved by us to satisfy our check specifications, our late return of that Debit and any presentment-related problem resulting from the failure of that Debit,
   g. Except as otherwise provided in the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services, our payment of any Check or Draft for which there is an alteration in serial number or amount, is counterfeit, bears a forged or unauthorized signature, or is otherwise not validly issued, or
   h. The exercise of our rights or the performance of our obligations in accordance with this Service Description or the Positive Pay, Reverse Positive Pay, ARP, Payable-Through Draft or Third-Party Draft Service Descriptions, if we provide you with one or more of these Services.

10. **Termination.** In addition to our right to terminate this Service under the Master Agreement, we may terminate this Service and close the Funding Account and Disbursement Account immediately upon sending you written or oral notice (confirmed in writing) of such action if:
   a. You fail at any time to fund the Funding Account as required in this Service Description,
   b. A lawsuit or other proceeding is commenced by any federal or state agency alleging, or we receive an opinion of counsel, that this Service or any material term or condition of this Service Description violates any law or regulation, or
   c. You default in your obligations under the other Service Documentation or under any other agreement or instrument signed by you in our favor including without limitation any loan agreement or promissory note.
   d. Upon termination of this Service, you will, in accordance with our instructions, stop issuing Debits on the Disbursement Accounts, and we will close the Disbursement Accounts and stop processing Debits. You will continue to be liable for all Debits issued on the Disbursement Accounts prior to termination and for all Debits we are obligated to pay.

11. Survival. Sections 2 and 5 - 9 will survive the termination of this Service.

Specialized Disbursements Services

Centralized Disbursements Manager Service

1. **Your relationship to clients.** You have represented to us that you function as claims administrator, property manager, or accounts payable administrator with respect to your clients (each individually a "Client" and collectively, "Clients"), who may be (i) insurance companies or business organizations maintaining a program of self-insurance, (ii) owners of commercial real property, or (iii) other business organizations with a need for administrative services related to accounts payable and other disbursements. The services you provide to your Clients may include (without limitation) evaluation, resolution, and/or payment of claims or other types of accounts payable on behalf of your Clients, facilitating the funding of payments related to claims or other accounts payable, and reconciliation and reporting with regard to the payment process.

2. **Centralized Disbursements Manager ("CDM") desktop.** You will interact with our electronic system for operating the Service through our "CDM Desktop" function, which you will access through the applicable treasury management services internet portal maintained by us.

3. **Account structure.** To facilitate your disbursement and payment funding activities on behalf of your Clients, you will establish and maintain with us, in your name and taxpayer identification number: (i) a zero-balance controlled disbursement account against which all checks you issue on behalf of your Clients will be drawn ("Disbursement Account"), (ii) a master account linked to the Disbursement Account for the purpose of funding payment of items presented against the Disbursement Account ("Master Funding Account"), (iii) at your option, one or more accounts linked to the Master Funding Account and associated with an individual Client for the purpose of funding disbursements for the benefit of such Client (each an "Individual Client Funding Account"), (iv) an account against which exception items that you instruct us to pay are to be temporarily posted ("Default Account"), and (v) one or more accounts to serve as recovery, refund or adjustment-related transactional accounts; alternative funding sources for payment of checks when the appropriate Individual Client Funding Account lacks adequate funds; or for electronic payment settlement (each, a "Recovery Account").

4. **Accounts for the benefit of individual clients.** At your option, you may open one or more Individual Client Funding Accounts in your name, each for the benefit of an individual Client, in a way that permits the Client's taxpayer identification number to be associated with the Account for tax reporting or other purposes. This type of Individual Client Funding Account is referred to herein as a "Beneficial Owner Account", and may be used for the broader purposes of receiving, holding, managing and/or disbursing Client funds. Beneficial Owner Accounts must be non-interest-bearing. For each Beneficial Owner Account that you open, you represent and warrant to us that you have valid and proper authorization from the applicable Client to open the Account for the benefit of such Client, and to receive, hold, manage and/or disburse funds in such Account. In no event will any Client be considered a party to, or a third party beneficiary of, this Service Description or the Master Agreement.

5. **Client profiles.** For each Client for which you make disbursements, you will establish and maintain through the CDM Desktop an electronic client profile (each a "Client Profile"). As part of each Client Profile, you will assign the applicable Client a unique alpha/numeric identifier (a "Client ID") no more than ten characters in length. We will electronically associate each Client ID with an Individual Client Funding Account to facilitate funding of disbursements from the proper funding source.

6. **Client set-up forms.** For each Individual Client Funding Account you open under the Service (including each Beneficial Owner Account), you will, prior to opening the Account, deliver to us a form (each a "Client Set-up Form") in a format approved by us, containing information about the Client for whose benefit Company is opening the Account, including, without limitation, the Client's name, physical address (including zip code, and country, if other than the United States), taxpayer identification number, and business type. If we determine at any time that we do not have a Client Set-up Form for a particular Account, you will upon our request promptly cause such a form to be prepared and forwarded to us.

7. **Delivery of W-9 or W-8 forms.** For each Individual Client Funding Account you open under the Service, you will, prior to opening the Account, deliver to us an original Internal Revenue Service Form W-9, "Request for Taxpayer Identification Number and Certification" (each a "W-9 Form") or Form W-8BEN, "Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding" or other appropriate W-8 series form (each a "W-8 Form"), properly completed and executed by (i) the Client for whose benefit you are opening the Account, or (ii) if the Client lacks legal capacity to execute the W-9 Form or W-8 Form, by an individual whom the appropriate taxing authority and applicable law recognizes as being authorized to execute a W-9 Form or W-8 Form on the Client's behalf (an "Authorized Representative"). You represent and warrant that each W-9 Form or W-8 Form which you deliver to us in relation to an Account has been duly and lawfully executed by the Client for whose benefit the Account is opened or an Authorized Representative of such Client. If we determine at any time that we do not have a W-9 Form or W-8 Form for a particular Client, you will upon our request promptly cause such a form to be prepared and forwarded to us.

8. **Disbursements by check; use of Positive Pay.** All checks you issue in payment of claims or other obligations on behalf of your Clients ("COM Checks") must be drawn on the Disbursement Account, which will be a controlled disbursement account governed by our standard Controlled Disbursement Service Description. You may not draw checks, or authorize the drawing or presentment of checks, drafts or other instruments against any of the Accounts other than the Disbursement Account or the Recovery Accounts. You must at all times use our Positive Pay Service in connection with the Disbursement Account. Your use of our Positive Pay Service will be governed by our Positive Pay Service Description and other documentation in effect from time to time with respect to that Service.

9. **COM check issuance; Issue Files.** You must identify and describe each COM Check you issue in an electronic issue file (each an "Issue File"), which you must transmit to us in connection with the CDM's Check issuance. You must create and transmit each Issue File to us in compliance with our published standards for creation and transmission of issue files for use with the Service. You must include in each entry for a COM Check listed in a particular Issue File (each an "Issue Record") the appropriate Client ID for the Client on whose behalf you issued the COM Check. You agree that you will not mail, transmit, send, deliver or otherwise issue or distribute any COM Check until you have properly transmitted to us an Issue File containing the corresponding Issue Record for that check. We will compile the information in each Issue File and incorporate that information in our cumulative COM data base of issued and outstanding COM Checks (the "Issue File Data Base").

10. **Presentment and payment of COM checks.** Upon presentment of a check against the Disbursement Account, we will, as part of our Positive Pay Service, compare certain data fields on such item with certain information in the Issue File Data Base. If we identify the item as a COM Check that matches a corresponding Issue Record in the Issue File Data Base (a "Matching Check"), we will ascertain the Client ID accompanying the Issue Record. To the extent that the Individual Client Funding Account associated with the Client ID contains sufficient collected and available funds to pay all Matching Checks presented on the same Business Day which are associated with the same Client ID, we will pay all such Matching Checks. We will cause the applicable Individual Client Funding Account to be debited, with the resulting credit made to the Master Funding Account. To the extent that the Individual Client Funding Account associated with the Client ID does not contain sufficient collected and available funds to pay all Matching Checks associated with such Client ID which are presented on the same Business Day, we may, in our sole discretion (i) return all such Matching Checks unpaid, unless specific alternative funding arrangements have been made between you and us in advance, or (ii) pay such Matching Checks and cause the applicable Individual Client Funding Account to be overdrawn in the amount of the shortfall. Any overdraft on an Individual Client Funding Account is immediately due and payable from you to us.

11. **Default Account.** If, after comparison with the Issue File Data Base, a presented item cannot be associated with an Issue Record, but you nevertheless instructs us to pay the item, we will cause the item to be posted to the Default Account. For each item posted to the Default Account that causes the Default Account to become overdrawn, you will promptly provide us with instructions via COM Desktop or in the form of an Issue Record incorporated in an Issue File, to repost the item to an Individual Client Funding Account.

12. **Minimum balance requirement for Recovery Accounts.** You must at all times maintain in one or more Recovery Accounts an aggregate balance of collected and available funds which equals or exceeds the aggregate amount of negative balances, if any, maintained in Individual Client Funding Accounts and the Default Account. Any positive balances maintained in any Individual Client Funding Accounts and/or the Default Account are expressly excluded from this calculation. We may return unpaid any COM Checks presented for payment against the Disbursement Account during any period in which you fail to maintain the balance requirement set forth in this section 12. We may at any time, in our sole discretion, set off some or all of the balances in the Recovery Accounts against any negative balances in any Individual Client Funding Accounts or the Default Account.

13. **Funding basis.** Each Issue File, as it pertains to each Client on whose behalf you issue COM Checks, will be funded on either an "Issue Funding" basis or a "Presentment Funding" basis. You must identify the funding basis for each Client as part of the Client Profile for such Client. Once the funding basis for a particular Client has been established, you agree that it will not be changed without our written consent.
    a. Issue Funding Basis. If you are funding the Issue File for a particular Client on an Issue Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to our receipt of each Issue File from you that pertains to the Client.
    b. Presentment Funding Basis. If you are funding the Issue File for a particular Client on a Presentment Funding basis, then the funding of the corresponding Individual Client Funding Account is determined with reference to presentment against the Disbursement Account of items related to the Client.

14. **Funding method.** You will fund each Individual Client Funding Account by using one of the funding methods set forth in this section 14. The process of funding by any of these funding methods will be governed by the Master Agreement, this Service Description and other Service Documentation. **YOU WILL NOT, AT ANY TIME OR UNDER ANY CIRCUMSTANCES, FUND OR PERMIT FUNDING OF ANY INDIVIDUAL CLIENT FUNDING ACCOUNT, IN WHOLE OR IN PART, BY MEANS OF A CASH DEPOSIT OR A DEPOSIT MADE BY A THIRD PARTY.** Each Client Debit account must be owned by your Client. As used in this section 14, the term "Funding Day" has the meaning given to it in section 15.

a. **ACH Debit Entries.** You may use ACH debit entries to debit the account of the corresponding Client with us or at another financial institution ("Debit Account"). If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate an ACH debit entry from the Debit Account. Provided that we have adequate information about the Debit Account, we will transmit an ACH debit entry file to the designated receiving depository financial institution through the applicable clearing house channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the debit entry file will be created and transmitted on the next Funding Day. You authorize us to create and transmit each such debit entry file, and represent and warrant to us that each debit entry created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of an ACH debit entry must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the file containing such ACH debit entry.
b. **ACH credit entries.** You may use ACH credit entries to transfer funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, we will transmit an automatic ACH credit entry funding notice, by e-mail and/or fax at your option, to you and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the Business Day following our transmission of the funding notice.
c. **Wire credit transfers.** You may use wire credit transfers to transfer of funds to an Individual Client Funding Account from an account of the applicable Client with us or another financial institution. Provided that we have adequate address information about the Client on whose behalf the Individual Client Funding Account is maintained, Bank will transmit an automatic wire credit transfer funding notice, by e-mail and/or fax at your option, to Company and the Client on the same day that (i) we receive an Issue File for the Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if that day is not a Funding Day, then the funding notice will be transmitted on the next Funding Day. Funds in the amount specified in a funding notice must be received in the applicable Individual Client Funding Account on the same day we transmit the funding notice.
d. **Drawdown wires.** You may use drawdown wires to debit the Debit Account. If you use this funding method, prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about that Client's Debit Account to enable us to generate a drawdown wire from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause a drawdown wire to be automatically initiated and transmitted to the designated depository financial institution through the applicable channel on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client. However, if such day is not a Funding Day, then the drawdown wire will be initiated on the next Funding Day. You authorize us to create and transmit each drawdown wire, and represent and warrant to us that each drawdown wire created using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the drawdown wire must be received in the applicable Individual Client Funding Account on the same day we initiate the drawdown wire.

e. **Internal book transfers.** You may use internal book transfers to debit the Debit Account, so long as the Debit Account is maintained with us. If you use this funding method, then prior to sending an Issue File for a particular Client, you will ensure that the corresponding Client Profile contains adequate information about such Client's Debit Account to enable us to generate an internal book transfer from the Debit Account. Provided that we have adequate information about the Debit Account, we will cause an internal book transfer to be initiated from the Debit Account on the same day that (i) we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) one or more items related to the Client are presented against the Disbursement Account, if Company is using a Presentment Funding Basis for the Client. However, that if that day is not a Funding Day, then the internal book transfer will be initiated on the next Funding Day. You authorize us to initiate and execute each such internal book transfer, and represent and warrant to us that each internal book transfer initiated using information you provide to us in a Client Profile and/or an Issue File is properly authorized by the owner of the account to be debited. Funds in the amount of the internal book transfer must be received in the applicable Individual Client Funding Account on the same day we initiate the internal book transfer.

15. **Funding Frequency.** You will fund each Individual Client Funding Account according to one of the funding frequency options set forth inthis section 15. Each day on which funding is to occur under a particular funding frequency option is hereinafter referred to as a "Funding Day."
    a. **Daily funding.** Under the "Daily Funding Frequency Option", funding will occur (i) each day that we receive an Issue File for a particular Client, if you are using an Issue Funding Basis for the Client, or (ii) each day on which one or more items related to the Client are presented against the Disbursement Account, if you are using a Presentment Funding Basis for the Client.
    b. **Weekly funding.** Under the "Weekly Funding Frequency Option", funding will occur once a week, on the same day of the week as you select.
    c. **Monthly funding.** Under the "Monthly Funding Frequency Option", funding will occur one day each month, on either (i) the same numeric day of the month, or (ii) the first or last day of the month, as you select.
    d. **Semi-monthly selected date funding.** Under the "Semi-Monthly Funding Frequency Option", funding will occur twice each month, on the same two numeric days, as selected by you.
    e. **P.A.L. funding.** The "P.A.L. Funding Frequency Option" is only available for accounts you are funding on an Issue Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items accumulates within one or more Issue Files, with a dollar limit you specify.
    f. **Threshold funding.** The "Threshold Funding Frequency Option" is only available for accounts you are funding on a Presentment Funding Basis. Under this option, funding will occur each time an aggregate dollar amount of items is presented for payment in relation to a particular Client, with a dollar limit you specify.

16. **Supplemental funding days.** You may, at your option, establish one or more additional Funding Days that supplement the funding frequency options chosen for a particular Client under section 15 above. Each additional funding day may be designated as either a "Clean-up Date" or "End-of-Contract Date", depending on the purpose of the supplemental funding. Funding on each supplemental Funding Day will take place according to the Funding Basis and Funding Method previously selected for the applicable Client.

17. **Right of setoff.** In the event that any negative balance is maintained in an Individual Client Funding Account or the Default Account, whether created by action of you or us, we may at any time, and without prior notice to you, set off the amount of such negative balance against funds on deposit in any Recovery Account or any other deposit account you maintain with us; provided, however, that we may not set off against any other Individual Client Funding Account.

18. **Security interest in Recovery Accounts.** As security for the Obligations, you grant us a security interest in and lien on the Recovery Accounts, and all amounts from time to time on deposit in, or withdrawable from, the Recovery Accounts (the "Collateral"). Our receipt at any time of any kind of security, including cash, will not be a waiver of any of our rights or powers under any agreement between us. Upon our request, you will sign and deliver to us, any security, control or other agreements and documents as we determine are necessary or desirable (in our sole opinion) to grant us or perfect our security interest in the Collateral. At the time any Obligation becomes due and payable, we may apply or dispose of any and all Collateral, received or to be received, at any time or place, for any price and upon terms and conditions as we determine. We may apply the amounts on deposit or net proceeds of the sale or other disposition (together with any sums credited by or due from us to you), to the payment of the Obligations, all without prejudice to our rights with respect to any portion of the Obligations which remain unpaid. You expressly waive any right to require us to make any presentment or demand, or give any notices of any kind, including, but not limited to, any notice of nonpayment or nonperformance, protest, notice of protest, notice of dishonor, notice of intent to accelerate or notice of acceleration. If we are required by Applicable Law to give you reasonable notice before the sale or other disposition of Collateral, that requirement is met if notice is given at least 5 calendar days before the date any sale, application or other disposition will be made. Our rights and remedies under any agreements between us or instruments signed by you in our favor are in addition to, and not exclusive of, any other rights or remedies we have under Applicable Law.

19. **Account closure or debit block.** We reserve the right to either close or place a debit block on any Individual Client Funding Account which, in our sole judgment, is subject to repeated overdrafts or overdrafts of an excessive amount, or in the event that theClient associated with such Account is subject to a bankruptcy proceeding or makes a general assignment for the benefit of creditors.

20. **Business Associate Agreement.** If you are an organization that performs any function or activity involving the use, transmission, or disclosure of individually identifiable health information, you and we must enter into a Business Associate Agreement (addressing certain requirements of Subtitle F of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) in form and substance satisfactory to us.

21. **Compliance with Applicable Laws.** You represent, warrant, and covenant to us that you will at all times comply with all Applicable Laws governing the receipt, holding, management and/or disbursement of funds in any Beneficial Owner Account.

22. **Indemnification.** You agree to indemnify, defend, and hold us harmless from and against any and all Losses which we suffer or incur as a result of or in connection with (i) your failure to have proper authorization to act on behalf of any Client, (ii) any Client Set-up Form or related information you provide to us which is incomplete or erroneous, and (iii) your failure to comply with Applicable Laws governing the receipt, holding, management and/or disbursement of funds for the benefit of Clients.

23. **Ownership dispute.** In the event that any Client asserts ownership rights to an Account held for the benefit of such Client, or any of the funds therein, then absent the mutual written consent of both you and the Client to dispose of the Account and related funds, we reserve the right, in its sole discretion, to suspend all activity on that Account and to interplead the funds into court.

24. **Termination.** Unless terminated sooner in accordance with the terms of the Master Agreement or this Service Description, this Service Description and the Service will continue in effect until terminated by either party upon ninety (90) days prior written notice to the other party. We may terminate the Service following notice to you (i) if you breach any material provision of the Master Agreement or this Service Description and fail to cure the breach within fifteen (15) days after we give notice of the breach, or (ii) notwithstanding the foregoing, if you fail at any time to maintain the minimum balance in the Recovery Accounts required under section 12 of this Service Description. Termination of the Service will not affect your or our rights with respect to transactions which occurred before termination.

25. **Survival.** Sections 4, 10, 12, 14, 17- 19, 22- 24 will survive termination of the Services.

Payable Through Draft Service

1. **Description of Service.** With this Service, we provide you with information about payable-through Drafts that are purportedly drawn on you and received by us so that you can determine if you will pay, edit or dishonor each Draft.

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WELLS FARGO BANK,* N.A.";and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not issue any Draft until we notify you that your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO*® portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts you issue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8 [Edits to Drafts]) or dishonored (section 9 [Drafts to be dishonored]) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our *CEO* portal as set forth inthe Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10, will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Drafts. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.
   b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
      i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
      ii. Us, at any time before midnight of the first Business Day after the day we presented the Draft to you.

      To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

   c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not constitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudulent transaction.

10. **Draft Cashing.** We offer a Draft Cashing Service (see our User Guide for more information). If you enroll in this Service, you waive any rights to dishonor or issue an edit request with respect to any Draft we cash at our teller line.

11. **Liability and Indemnification.**
   a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
      i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
      ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
      iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
      iv. If we transfer or present an "electronically-created item" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
         1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
         2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and

3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

"Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a,the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed Return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon blanks, blacked-out areas and printed or written text or numbers.

12. **Survival.** Sections 3, 4, 6, 9, 10, and 11 of this Service Description will survive termination of the Service.

Third Party Drafts Service

1. **Description of Service.** You provide draft stock to your customers (each, a "third party") that issue third party drafts. With this Service, we will provide you with a controlled disbursement service for third party drafts. You will establish and maintain:
   a. One or more demand deposit accounts with us (each, a "Funding Account"), and
   b. One or more demand deposit accounts with us (each, a "Disbursement Account"), each of which is linked to a Funding Account and assigned to one of our controlled disbursement end points (each, an "End Point").

2. **Requirements for Draft stock.** You will ensure each Draft contains:
   a. The legend *"PAYABLE THROUGH WFB, N.A.";* and
   b. Our routing number on the MICR line of the Draft. You will also comply with all other requirements we communicate to you. You will not provide Draft stock to any third party until we notify youthat your Draft stock meets our specifications.

3. **Electronic presentment.** Each Business Day, we will present to you each Draft we receive before the Cutoff Time. We will electronically present you with a report or transmission ("Activity Report") containing the serial number and amount of each Draft available to you through your chosen information reporting service. No physical delivery of a Draft or of a substitute check or a purported substitute check in lieu of a Draft will occur.

4. **Images of Drafts; identifying Unauthorized Drafts.** We will make an electronic image of each Draft available to you through our *CEO*® portal. If for any reason we cannot make an electronic image of a Draft available to you, you remain solely responsible for determining whether a Draft described in each Activity Report is an Unauthorized Draft.

5. **Funding.** You will maintain immediately available funds in your Account sufficient to cover the full amount of Drafts youissue. We have no obligation to honor any Draft if you do not have immediately available funds in your Account sufficient to cover the full amount of the Draft. If an arbitrator or a court determines a Draft has been paid under circumstances that we incur any liablility for the Draft under Applicable Law or any agreement having the force of law, you will pay us on demand for the amount of the Draft.

6. **Decisioning.** You must notify us of any presented Draft that is to be edited (section 8) or dishonored (section 9) by the Cutoff Time on the next Business Day following the Business Day on which we made the Activity Report available to you ("Decision Deadline"). You will notify us through our CEO portal as set forth inthe Reverse Positive Pay Service Description or, in the case of dishonor instructions only, through a means acceptable to us. If we do not receive your edit requests or dishonor instructions by the applicable Decision Deadline, you will be deemed to have instructed us to pay each Draft described in the Activity Report(s) for that Business Day, and you will be obligated to pay the amount of each Draft that is not timely returned by us.

7. **Provisional payment of Drafts.** Any payment or other settlement for a Draft, except a Draft cashed in accordance with section 10 [Draft cashing], will be provisional and subject to revocation by:
   a. You, if you direct us to dishonor a Draft before the applicable Decision Deadline, or
   b. Us at any time before midnight of the day we presented the Draft to you.

8. **Edits to Drafts.** You may request edits of the serial number and/or amount of any Draft described on the Activity Report(s) for any current Business Day. You will notify us of each edit request by means acceptable to us. We may deny your edit request based on our evaluation.

9. **Drafts to be dishonored.**
   a. **General.** We are subject to requirements regarding the return of Drafts under Applicable Law, including the requirement to provide notice of a dishonored Draft. We may be liable for the amount of the Draft and other damages if we do not meet these requirements. You are solely responsible for dishonoring any Draft including any Unauthorized Draft. If you decide to dishonor any Draft we present to you, you will notify us prior to the Decision Deadline in accordance with the Reverse Positive Pay Service Description.

b. **Reimbursement obligation; revocation instructions.** You will promptly reimburse us for any Losses we suffer or incur as a result of our dishonor of a Draft in accordance with your notice to us. Any payment or other settlement of a Draft will be provisional and can be revoked by:
   i. You, if you direct us to dishonor a Draft before the Decision Deadline, and
   ii. Us at any time before midnight of the first Business Day after the day we presented the Draft to you.

   To be effective, we must receive your revocation instruction in a time and manner that gives us a reasonable opportunity to act on it before the payee deposits, cashes or otherwise negotiates the Draft.

c. **Fraud.** If your reason for dishonoring a Draft is fraud, your return instruction alone will not consitute a claim for a fraudulent transaction. You must file a separate claim with us relating to the fraudlent transaction.

10. **Draft cashing.** We, or an affiliate, will not cash any Draft presented for encashment at our teller line, except at our own discretion.

11. Liability and indemnification.

a. **Indemnification.** You will indemnify, defend, and hold us, and our Representatives harmless from and against all Losses arising out of or relating to:
   i. (1) our failure to identify an Unauthorized Draft, (2) our refusal to cash a Draft, (3) our failure to meet any requirement to which section 9 (Drafts to be dishonored) of this Service Description refers, (4) our payment of an Unauthorized Draft, or (5) our exercise of our rights, or our performance of our obligations, in accordance with this Service Description,
   ii. A breach of either the Image Quality Warranty or the No Double Debit Warranty (as defined below),
   iii. Our obligation to indemnify and reimburse a depository bank that accepts the original paper check from which an electronic check is created, if the loss is due to the check having already been paid, and
   iv. If we transfer or present an "electronically-createditem" and receive settlement or other consideration for it, our obligation to indemnify and reimburse each transferee bank, any subsequent collecting bank, the paying bank, and any subsequent returning bank against Losses that result from the fact that:
      1. The electronic image or electronic information of the electronically-created item is not derived from a paper check,
      2. The person on whose account the electronically-created item is drawn did not authorize the issuance of the electronically-created item or to the payee stated on the item, and
      3. A person receives a transfer, presentment, or return of, or otherwise is charged for an electronically-created item in such a way that the person is asked to make payment based on an item or check it has paid.

   "Electronically-created item" means an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not derived from a paper check. "Image Quality Warranty" means our guarantee that the electronic image of the check accurately represents all of the information on the front of the check as of the time the original check is truncated, and the electronic information includes an accurate record of all MICR line information required for a substitute check and the amount of the check. "No Double Debit Warranty" means our guarantee that the warrantee will not receive a presentment of or otherwise be charged for an electronic check, an electronic returned check, the original check, a substitute check, or a paper or electronic representation of a paper substitute check, in a way that the warrantee will be asked to make payment on a check that it has already paid.

   When we transfer an electronic check for collection or payment, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee bank, any subsequent collecting bank, the paying

bank, and the drawer. When we transfer an electronic returned check for return, we make the Image Quality Warranty and the No Double Debit Warranty to the transferee returning bank, the depository bank, and the owner. For purposes of this section 11.a,the term "check" and "electronically created item" includes a Draft.

b. **Unauthorized Draft.** With respect to each Draft, we:
   i. Will be deemed to be a collecting bank and not a drawee bank, and
   ii. Disclaim all liability applicable to a payor bank under the Transfer and Presentment Warranties in Articles 3 and 4 of the UCC.

   In the event any Draft paid by you is subsequently determined to be an Unauthorized Draft, we will take any action reasonably requested by you to enforce against prior parties (including prior collecting banks, endorsers and other holders) whatever rights you may have against those prior parties, but we will not be liable to you with respect to the Unauthorized Draft and will not be obligated to take any action with respect to the Unauthorized Draft unless you first indemnify us for all costs, expenses and liabilities, including reasonable attorneys' fees and legal expenses, which we may incur as a result of such action.

c. **Delayed return.** You are responsible to any party that incurs a loss in connection with a Draft, if:
   i. The loss is due to a delay in the return of the Draft, and
   ii. The delay is caused, in whole or in part, by any presentment-related problem resulting from:
      1. The failure of any Draft to meet our draft specifications (section 2), or
      2. Material appearing on the back of the Draft when it was issued by you including without limitation carbon banks, blacked-out areas and printed or written text or numbers.

12. **Anti-money laundering and sanctions controls.** While this Service Description is in effect, you will:
   a. Be solely responsible for monitoring, interpreting and complying with all laws, regulations,judicial and administrative decisions, and executive orders that apply to you as a provider of accounts to your customers on which Drafts are issued, including the U.S. anti-money laundering and anti-terrorist financing ("AML") and sanctions laws and regulations;
   b. Maintain policies and procedures to reasonably ensure compliance with applicable provisions of the U.S. AML laws and regulations, including but not limited to the USA PATRIOT Act ("PATRIOT Act"), and regulations promulgated by the Office of Foreign Assets Control ("OFAC") of the United States Department of the Treasury;
   c. Where you qualify under section 314(b) of the PATRIOT Act, maintain an effective notice with FinCEN evidencing your intent to engage in information sharing pursuant to section 314(b) of the PATRIOT Act;
   d. If subject to the PATRIOT Act, maintain policies and procedures that include a risk assessment of its products and services, designate a Board-approved AML Compliance Officer responsible for overseeing the components of the AML Program, and include processes for training, monitoring of Drafts, recordkeeping and reporting;
   e. Provide copies of your policies, procedures and practices designed to comply with this section 12, as we may request from time to time; and (b) upon our request and sole expense, allow us, or our designee, to make such on-site visits to you as we deem necessary or appropriate to review your policies, procedures and practices designed to comply with this section 12; and
   f. Work with us in good faith to minimize the number of on-site visits and to limit the impact of the on-site visits on your business.

13. **Survival.** Sections 3, 4, 6, 9, 10 and 11 of this Service Description will survive termination of the Service.

Glossary

Account Agreement means the applicable account agreement governing your Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Check Issue Data means for any Check or Draft, the complete serial number and numeric amount. If you have elected the Payee Validation service option under the Positive Pay Service, Check Issue Data also includes the payee's name.

Cutoff Time means our cutoff time each Business Day that we separately disclose to you for the Service.

Decision Deadline means on any Business Day, (i) for the Positive Pay Service, the time we establish by which you must choose to pay or return each Exception Check, and (ii) for the Reverse Positive Pay Service, the time we establish by which you must choose to edit or return each Check on the Paid Items Report.

Draft means each payable-through draft or third party draft we present to you in accordance with this Service Description and includes an Unauthorized Draft.

Item has the meaning given in the Account Agreement.

Losses means all liabilities, losses, damages, claims, obligations, demands, charges, costs, or expenses (including reasonable fees, disbursements of legal counsel and court fees).

Master Agreement means the Master Agreement for Treasury Management Services.

Matching Check is a Check presented to us that matches the Check Issue Data you have provided to us.

Obligations means any and all advances, debts, loans, obligations and liabilities that you owe us and our affiliates pursuant to the terms of this Service Description, including any advances we make to the Funding Account pursuant to Section 3 of the Controlled Disbursements Service Description and any advances we make to the Disbursement Account pursuant to Section 4 of the Controlled Disbursements Service Description.

Representatives is defined in section ll(f) oftheMaster Agreement.

Unauthorized Draft means a counterfeit or altered Draft, a reproduction of a duly authorized Draft, a Draft with a forged or other unauthorized signature, or a forged, unauthorized, incorrect or illegible endorsement.

Information Reporting and Image Delivery Service Description

Treasury Management Services

November 8, 2019

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Information Reporting and Image Delivery

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Information Reporting and Image Delivery

1. **Description of services.**
   a. With this Service we make data regarding transactions and/or images of Items posted to or processed through your Accounts available to you in order to provide you with timely information on your Account activity. We refer to the data and images as "information." The information and reports you can access are described in the User Guide for the Service. If you elect to use the Cash Flow Analysis Service (described further in the User Guide for the Service), you may also manually populate external data you want to view through this Service.
   b. The methods we use to make information available to you (and we may remove or add methods from time to time) include without limitation BAI File Transfer, InfoFax fax/email, SWIFT messaging, ISO 20022 XML transmission, physical media (CD-ROM and DVD), Machine-to-Machine, our CEO portal, and an Application Programming Interface ("API") through the Wells Fargo Gateway.
   c. The Master Agreement (which contains terms and conditions applicable to all services),
      i. Posted to or processed through the Account,
      ii. Cashed or collected by us or accepted for deposit to the Account, and
      iii Returned unpaid to the Account.

Images of posted paper Items that have been converted to ACH Entries pursuant to the ACH Rules may not be available through this Service.

2. **Accuracy of Information.**
   a. We will not verify the accuracy or completeness of: (i) information from other financial institutions, (ii) information you manually populate, or (iii) cash forecasting information. Forecasting information is not a guarantee of actual performance.
   b. Account balances and other information that reflect intraday activity on your Account may differ from the available balance as determined under our funds availability policy (as described in the Account Agreement) and by our internal risk parameters.

3. **Intentionally Omitted.**

4. **Stop payment orders.** If you elect a service option through which you can place stop payment orders, your rights and our obligations regarding any stop payment order will be determined as provided in the Account Agreement.

Glossary

Account means your account(s) with us used in connection with the Services.

Account Agreement means the applicable account agreement governing the Account.

ACH means automated clearing house.

ACH Rules means the Nacha Operating Rules and any applicable local ACH rules.

Item is defined in the Account Agreement.

Master Agreement means the Master Agreement for Treasury Management Services.

WELLS FARGO

Stagecoach Sweep@ service description

Treasury Management Services

December, 2021

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Introduction

The Service Documentation contains the terms and conditions governing each service ("Service") that Wells Fargo Bank, N.A. ("Bank") provides to Customer under this Service Description. "Customer" is the Bank customer identified on the Acceptance of Services that is signed when Customer enrolls in the Service ("Acceptance").

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the specific Service),
b. The Acceptance (which indicates Customer's acceptance of the Service Documentation),
c. The Master Agreement for Treasury Management Services ("Master Agreement") (which contains terms and conditions applicable to all Services),
d. The account agreement governing the account(s) (each, an "Account") Customer uses in connection with the Service,
e. The Product Enrollment Form (which contains set-up information for each Service in which Customer is enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

This Service Description and the Master Agreement are posted on Wells Fargo Vantage℠ f/k/a Commercial Electronic Office® or (CEO®) ("Vantage"). If there is a conflict among the documents comprising the Service Documentation, they will govern in the order listed above. Customer's use of the Service confirms Customer's receipt of and agreement to be bound by the applicable Service Documentation. If an enhancement to the Service or other change requires a change to this Service Description, Bank will post an updated Service Description on Vantage. When required by applicable law, Bank will notify Customer of the update. If Customer continues to use the Service after the update takes effect, Customer will be deemed to have agreed to the update.

Services

Wells Fargo Stagecoach Sweep®

1. **Description of Service.**

   The Service enables Customer to link each domestic demand deposit account Customer enrolls in the Service ("Account") to one of the options described in Section 3 (each, an "Investment Sweep Option"). Customer may also link Customer's Account to Customer's line of credit with Bank ("Credit Sweep Option"), as described in Section 5. At the end of each Business Day, funds are transferred automatically or "swept" from the Account in accordance with Customer's designation(s) in the Acceptance. The amount swept ("Transferable Balance") is the Collected Balance in the Account less the Target Collected Balance. The "Collected Balance" is the amount available for immediate withdrawal from the Account. The "Target Collected Balance" is the amount that Bank and Customer have agreed will be maintained in the Account. A "Business Day" is every day except Saturdays, Sundays, federal holidays and days when the New York Stock Exchange is closed. Customer may access its funds only through the Account(s) it has enrolled in the Service. Circumstances in which the entire Transferable Balance may not be invested are described in Section 4. Additional provisions pertaining to the Investment Sweep Options are set forth in Sections 6 through 10.

2. **Authorization.**

   Customer appoints Bank as its agent to act with respect to the Service and the Investment Sweep Option Customer has elected in the Acceptance.

3. **Investment Sweep Options.**

Bank offers the following Investment Sweep Options, each of which is subject to Section 4:

a. Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to an omnibus deposit account at Bank ("Preferred Option Account"). Funds belonging to multiple Bank customers are held in this omnibus deposit account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option with secondary Wells Fargo Stagecoach Sweep® Preferred Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance which is not swept to a Repurchase Agreement will be swept to the Preferred Option Account. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

c. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. The Transferable Balance will be swept to the Wells Fargo Stagecoach Sweep® Repurchase Agreement ("Repurchase Agreement") Option. Any portion of the Transferable Balance not swept to a Repurchase Agreement will remain in the Account and not earn interest. At the beginning of the next Business Day the entire amount held in Customer's Investment Sweep Option, less any earnings, will be swept back to the Account.

d. Wells Fargo Stagecoach Sweep®, Money Market Mutual Fund ("MMMF") Option. The Transferable Balance will be transferred to an omnibus deposit account at Bank. At the beginning of the next Business Day, the Transferable Balance will be transferred from the omnibus deposit account at Bank to an omnibus investment account in Bank's name at the custodian of the MMMF. MMMF shares belonging to multiple Bank customers are held in this investment account. Any portion of the Transferable Balance not swept to the MMMF will remain in the Account, and no dividends will accrue on it. If the Collected Balance in the Account on any Business Day is less than the Target Collected Balance, Bank will redeem a sufficient number of Customer's MMMF shares, as determined on the Business Day following the Business Day on which this shortfall occurs, to restore the Collected Balance to the Target Collected Balance. Purchases and redemptions of MMMF shares in connection with this Investment Sweep Option may occur only through deposits to or withdrawals from the Account. This option is available only to entities having a United States presence, as demonstrated by a U.S. mailing address in Bank's records for Customer.

4. **Maximum Investment Amount; Transferable Balance not invested; earnings on Investment Sweep Option.**

a. Maximum Investment Amount. If Customer has designated a maximum amount for investment in Customer's Investment Sweep Option ("Maximum Investment Amount"), then the maximum amount invested for Customer on any given Business Day will equal the lesser of the Customer's Transferable Balance or Maximum Investment Amount. Any portion of Customer's Transferable Balance that is not invested pursuant to this Section 4a will remain in the Account and not earn interest.

b. Transferable Balance not invested. Bank will exercise reasonable efforts to invest the entire Transferable Balance but reserves the right to invest less when Bank determines in its sole discretion that the entire Transferable Balance exceeds the amount Bank is able to invest for Customer in the ordinary course of business. Any Transferable Balance not invested pursuant to this Section 4b will be held in accordance with Customer's Investment Sweep Option.

c. Earnings on Customer's Investment Sweep Option. Bank will handle any earnings on Customer's Investment Sweep Option in accordance with Customer's separate instructions to Bank.

5. **Credit Sweep Option.**

At the end of each Business Day, the Transferable Balance will first be applied to the outstanding balance on the line of credit specified by Customer in the Acceptance ("LOC"). Any remaining funds will then be deemed to be the Transferable Balance with respect to the Investment Sweep Option that Customer may have also selected. If the Collected Balance is less than the Target Collected Balance, funds will be advanced from the LOC and credited to the Account. The application of payments to and advances from the LOC are governed by the documents governing the LOC as amended or replaced from time to time (collectively, "Loan Documentation"). Bank may terminate the Credit Sweep Option immediately without notice to Customer if an event of default occurs under the Loan Documentation.

6. **Provisions Applicable To Each Investment Sweep Option.**

NO EMPLOYEE OR AGENT OF BANK HAS BEEN AUTHORIZED TO PROVIDE ANY INFORMATION OR TO MAKE ANY REPRESENTATION REGARDING A SWEEP OPTION OTHER THAN THE INFORMATION AND REPRESENTATIONS CONTAINED IN THE SERVICE DOCUMENTATION AND IF SUCH INFORMATION IS PROVIDED OR SUCH A REPRESENTATION IS MADE, IT MAY NOT BE RELIED UPON AS BEING AUTHORIZED BY BANK.

7. **Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Preferred Option.**

a. Interest. Interest will accrue on Customer's Transferable Balance in Bank's Preferred Option Account at a variable rate determined by Bank from time to time in its sole discretion. Accrued interest will be credited to the Account as agreed by Customer and Bank. If Customer has elected to be paid interest on a monthly basis, pending any such payment, interest on Customer's accrued but unpaid interest will accrue and compound daily. For advance information about the interest rate on any given Business Day, Customer may contact its relationship manager at Bank.

b. Statements. Bank will make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period. Additionally, Customer may elect to receive a daily confirmation showing the Account balance and the amount of interest earned for the preceding day.

c. Bank fees. Bank reserves the right to assess a monthly deposit balance fee and a monthly recoupment fee on Customer's Customer's average daily Transferable Balance during the statement period. These fees are in addition to Bank's monthly maintenance fee. When Bank assesses the deposit balance fee or the recoupment fee, the amount of each fee will appear on the client analysis statement for Customer's account(s). For more information on the deposit balance fee and the recoupment fee, see Bank's Commercial Account Agreement. Bank reserves the right to change these fees at any time without notice.

8. **Additional Provisions Applicable to Wells Fargo Stagecoach Sweep® Repurchase Agreement Option.**

THE RATE OF RETURN ON THE REPURCHASE AGREEMENT INVESTMENT IS NOT THE SAME AS THE RATE OF RETURN ON THE UNDERLYING GOVERNMENT SECURITIES. GENERAL BANKING ASSETS MAY BE USED TO SATISFY BANK'S REPURCHASE OBLIGATIONS TO CUSTOMER.

INVESTMENTS IN REPURCHASE AGREEMENTS ARE NOT DEPOSITS, ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT OR ANY AGENCY OF IT, OR BY BANK, NOR IS BANK'S OBLIGATION TO REPURCHASE CUSTOMER'S FRACTIONAL INTEREST IN ANY SECURITIES ACQUIRED UNDER REPURCHASE AGREEMENTS.

THE REPO SECURITIES MAY OR MAY NOT BE GUARANTEED BY THE UNITED STATES GOVERNMENT BUT ANY SUCH GUARANTY DOES NOT FLOW TO CUSTOMER. ALL SECURITIES CARRY INVESTMENT RISK AND MAY LOSE VALUE.

a. Purchases and sales. Subject to the limitations described in Section 8b, on each Business Day on which there is a Transferable Balance Bank will sell to Customer an interest ("Fractional Interest") in a pool of securities used by Bank as repurchase agreement collateral ("Repo Securities"), which will be described in a written confirmation to Customer (see Section 8g). Each sale by Bank to Customer is a "Transaction".

   Subject to Section 8b regarding purchase increments, the price of Customer's Fractional Interest ("Purchase Price") will equal the Transferable Balance. The Fractional Interest equals a fraction having the Transferable Balance as its numerator and the market value of the Repo Securities owned by Bank on the purchase date as its denominator. At the beginning of the first Business Day following the sale to Customer of a Fractional Interest, Bank will repurchase that Fractional Interest from Customer at (a) the Purchase Price thereof, regardless of any fluctuation in the market value of the Repo Securities, payable immediately, plus (b) a rate of return equal to 1/360 of the Pricing Rate, payable at the time agreed by Customer and Bank. The "Pricing Rate" is a variable rate determined by Bank from time to time in its sole discretion and will be reflected in the confirmation sent to Customer. For advance information regarding the Pricing Rate on any given Business Day, Customer may contact its relationship manager at Bank.

   The Service will be governed by all applicable federal and state laws and regulations, including without limitation any requirements applicable to "public funds". Customer represents and warrants to Bank that Customer (i) is authorized pursuant to its governing documents and applicable law to enter into repurchase agreements; (ii) is authorized pursuant to its governing documents and applicable law to invest in the type of securities designated by Bank in connection with Customer's repurchase agreement transactions; and (iii) has obtained all necessary approvals required by its governing documents and applicable law, including but not limited to resolutions of Customer's governing body to enroll in this Repurchase Agreement option.

b. Purchase increments. To avoid odd lot purchases of Repo Securities, Bank may require that Transferable Balances be used to purchase Customer's Fractional Interest in increments of $100 (with any unused Transferable Balance remaining in the Account).

c. Holding of securities. On the date that Bank repurchases Customer's Fractional Interest, any Repo Securities designated to Customer as collateral will be released to Bank's account. Bank acts as Customer's agent and in the event of default (i.e., Bank failure), Customer has the right to direct Bank to sell the Repo Securities and apply the proceeds in satisfaction of Bank's obligations to Customer under this Repurchase Agreement Option.

d. Right of substitution. Bank will not have any right of substitution with respect to the Repo Securities.

e. Margin. Because all repurchase transactions under the Investment Sweep Option are overnight securities transactions backed by the federal government or federal agency securities in which Bank has an interest, Bank will not be required to maintain margin (instead, Customer will have the security interest described in Section 1Ob). In addition, because Customer will purchase its Fractional Interest from Bank using the Transferable Balance, and only if a Transferable Balance is available on any given Business Day to execute such transaction, Customer will not be required to maintain margin.

f. Pledge of securities. Although the Repo Securities may be guaranteed as to principal and interest by the federal government or by the issuing federal agency, any such guarantee runs only to Bank by virtue of its direct ownership of the Repo Securities and does not extend to Customer as a Fractional Interest holder. To collateralize Bank's repurchase obligation, a security interest in certain Repo Securities is transferred to Customer. This security interest is described in Section 1Ob. In addition, the market value of the Repo Securities may fluctuate rendering liquidation insufficient to fulfill the Bank's entire obligation to Customer in a default situation. If the liquidation value of the Repo Securities is insufficient for full reimbursement, or if another creditor successfully claims rights to the securities, then Customer will have to look to other assets of Bank as an unsecured general creditor for repayment of any uncovered portion of the repurchase obligation.

g. Confirmations and statements. Bank will make a daily confirmation available to Customer showing Customer's principal sweep amount, purchase date, repurchase date, Fractional Interest, market price and the CUSIP number(s) of the Repo Securities, and accrued rate of return credited for the preceding Business Day. The confirmation, together with the Service Documentation, will constitute conclusive evidence of the terms agreed between Customer and Bank with respect to the transaction to which the confirmation relates, unless with respect to the confirmation specific objection is made promptly after receipt thereof. In the event of a conflict between a term of the confirmation and the Service Documentation, the confirmation will control. Bank will also make a periodic statement available to Customer showing the Account balance for each day in, and the amount of interest earned for, the statement period.

h. Additional disclosures.

   i. Customer and Bank recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

   ii. It is understood that either party's right to liquidate Repo Securities held for in connection with Transactions hereunder or to exercise any other remedies hereunder is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended

   iii. Customer and Bank agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

   iv. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder.

   v. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder.

   vi. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

9. **Additional provisions applicable to Wells Fargo Stagecoach Sweep®, Money Market Mutual Fund Option.**

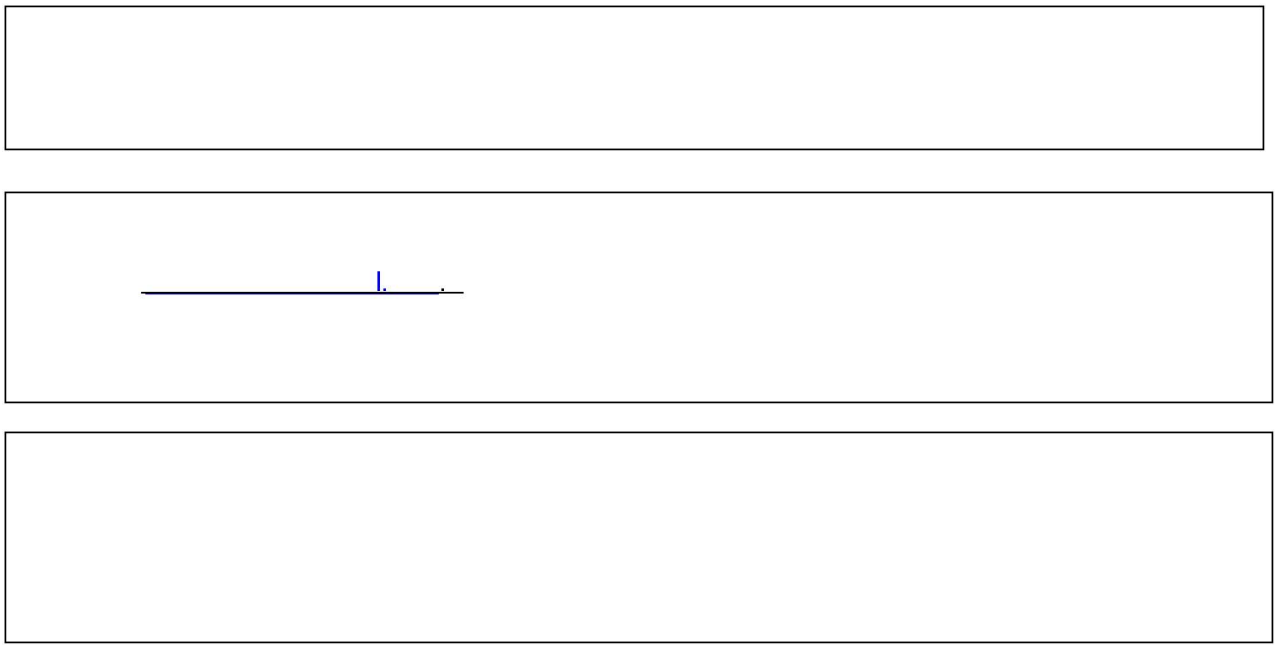
MONEY MARKET MUTUAL FUNDS (EACH, A “MMMF”) ARE NOT FDIC INSURED, HAVE NO BANK GUARANTY AND MAY LOSE VALUE.

AN INVESTMENT IN A MMMF IS NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT AGENCY. ALTHOUGH

MMMFs SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT $1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MMMF.

FOR MORE INFORMATION REGARDING ALLSPRING FUNDSINCLUDING THE MMMF OPTION CUSTOMER SELECTED, OBTAIN A CURRENT PROSPECTUS BY CALLING 1-800-260-5969, OR BY VISITING www.allspringglobal.com. CONSIDER THE INVESTMENT OBJECTIVES, RISKS, CHARGES AND EXPENSES OF THE INVESTMENT CAREFULLY BEFORE INVESTING. THIS AND OTHER INFORMATION ABOUT ALLSPRING FUNDS CAN BE FOUND IN A CURRENT PROSPECTUS. PLEASE READ IT CAREFULLY BEFORE INVESTING.

ALLSPRING FUNDS MANAGEMENT, LLC, A WHOLLY OWNED SUBSIDIARY OF ALLSPRING GLOBAL INVESTMENTS HOLDINGS, LLC ("ALLSPRING GLOBAL"), PROVIDES INVESTMENT ADVISORY AND ADMINISTRATIVE SERVICES FOR THE ALLSPRING FUNDS. OTHER SUBSIDIARIES OF ALLSPRING GLOBAL PROVIDE SUB-ADVISORY AND OTHER SERVICES FOR THE FUNDS. THE FUNDS ARE DISTRIBUTED BY ALLSPRING FUNDS DISTRIBUTOR, LLC, MEMBER FINRA/SIPC, A SUBSIDIARY OF ALLSPRING GLOBAL.



a. General. If Customer has elected the MMMF Investment Sweep Option, then it acknowledges receiving a copy of the prospectus relating to MMMF shares that will be purchased using this Investment Sweep Option. This prospectus forms part of the Service Documentation and will control over the other Service Documentation with respect to the MMMF shares.
b. Purchase of shares. Bank will transfer funds to purchase shares of the MMMF at their net asset value ("NAV") as determined on the Business Day following the transfer of Customer's Transferable Balance to the omnibus deposit account at Bank. Customer's shares of the MMMF ("Investment Balance") will be held in Bank's name, as agent on behalf of all of its customers invested in the MMMF, in an omnibus investment account at the custodian for the MMMF. Customer's funds held in the omnibus deposit account at Bank are eligible for FDIC insurance; Customer's Investment Balance is not FDIC insured.
c. Statements. Bank will make a periodic statement available to Customer showing the Investment Balance and Customer's purchases and redemptions of MMMF shares during the statement period. Customer may also telephone Bank at its customer service number (1-800-289-3557) to determine the Investment Balance as of the close of the previous Business Day.
d. Termination, suspension of Service. Customer's investment in the MMMF shares will be credited by Bank to the Account within three Business Days from Bank's (i) receipt of a notice from Customer to Bank terminating the Service or (ii) suspension of the Service, on the closing price of the Business Day on which Customer's MMMF shares are sold. Accrued dividends attributable to the period when the Investment Sweep Option was in effect will be paid no later than the fifth Business Day of the month following the last month that the Investment Sweep Option was in effect.
e. **Shareholder communications.** All shareholder communications with respect to the MMMF will be forwarded to Customer's current address as shown on Bank's records.
f. Dividend accruals. Daily dividend accruals are based on the Investment Balance at the end of each day. If Customer's Account is credited for a MMMF redemption on a day preceding a non-Business Day, the redemption amount will be subtracted from the Investment Balance before the non-Business Day dividend accruals are calculated.

10. **FDIC disclosures.**

FDIC regulations require all insured depository institutions to disclose in writing to sweep account customers whether funds in a sweep account are deposits within the meaning of 12 U.S.C. 1813(1) and, if the funds are not deposits, the status such funds would have if the depository institution failed.

a. Wells Fargo Stagecoach Sweep® Preferred Option. Funds held on Customer's behalf in Bank's Preferred Option Account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits.
b. Wells Fargo Stagecoach Sweep® Repurchase Agreement Option. Customer's Fractional Interest is not a deposit. The Repurchase Agreement Option meets the FDIC's requirements for a properly executed repurchase agreement. If Bank were to fail, Customer's funds used to purchase Customer's Fractional Interest would not be eligible for FDIC insurance. The FDIC would treat Customer as a secured creditor to the extent of the then-current value of Customer's Fractional Interest and as an unsecured general creditor to the extent the Purchase Price exceeded the then-current value of Customer's Fractional Interest.

Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer's behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer's MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

c. Wells Fargo Stagecoach Sweep® Money Market Mutual Fund Option. Funds held on Customer’s behalf in the omnibus deposit account are deposits and are eligible for FDIC insurance under applicable FDIC insurance rules and limits. Customer’s MMMF shares held in the omnibus investment account at the custodian of the MMMF are not deposits and will not be eligible for FDIC insurance. Customer is the owner of its MMMF shares.

Treasury Management Product Enrollment

Customer Information

Customer name _____ *CEO* Company ID _____

Street address _____

City _____ State _____ ZIP _____

Country name _____ Country Code (if applicable) _____

Primary contact _____ Phone _____

Email address _____ Fax _____

CEO® Users Set-up

User name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

Treasury Management Products Not in Administration:

- D Autolink
- D Bill Manager
- D Electronic Document Delivery
- D Invoice Manager
- D Receivables Manager
- D Retail Lockbox Image Archive
- D Reverse Positive Pay
- D Sweep and Fed Funds - Statements and Confirmation
- D Wells Fargo Business Online

Treasury Management Products in Administration:

- D ACH Payments1 User
- D ACH Payments1Administrator
- 0 ACH Fraud Filter
- D Alerts
- D ARP Register Maintenance
- D Basic Banking
- D Canadian Treasury Services
- D Cash Concentration
- D Cash Vault
- D Change Orders
- D Change Orders Inquiry
- D Supply Order (specify):
- D Centralized Disbursements
- D Centralized Disbursements - Clients
- D Claims Payments
- D Deposit Inquiry
- D Deposit Maintenance
- D Desktop Deposit
- D E-Box Decisioning
- D Fed Funds
- D Image
- D Image Positive Pay

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D Item Detail Inquiry Service
D Lockbox Correspondence
D Payment Manager File Validation Tool
D SAFE Transmission
D Supplier Payments
D Treasury Information Reporting

D **Lockbox**
D **Payment Manager Online**
D **Returned Items**
D **Statements and Notices2**
D **Transaction Search**
0 **WellsTAX®.**

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access *to the high level product in the CEO and the ACH application. Additional approval* is *required to set up detailed product entitlement within the ACH application.*

2 Includes the following: Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices

Internal Bank use only

Does the customer have Administration, or is it included in the current request? D **Yes** D **No**

CEO® Users Set-up

User Name	User ID (if existing)

Select one or more *CEO* Products for the user(s) listed above:

D **ACH Payments' User** D **ACH Payments' Administrator** D **ACH Fraud Filter** D **Cards'** D **Payment Manager Online**

D **Other Treasury Management Products not in Administration'**

D **Cash Vault (specify):** D **Deposit Inquiry** D **Change Orders Inquiry** D **Change Orders** D **Supply Order**

Accounts: _____

ACH IDs (File ID/Company ID): _____

1 This only covers giving users access *to the high level product in the CEO and the ACH application. Additional approval* is *required to set up detailed product entitlement within the ACH application.*

2 Recognition Card.

3 Auto/ink, Bill Manager, Document Retrieval, Electronic Document Delivery, Invoice Manager, Payment and Delivery Preferences, Receivables Manager, Retail Lockbox Image Archive, Reverse Positive Pay, Sweep & Fed Funds - Statements & Confirmations, & Wells Fargo Business Online (Single Sign On).

4 Alerts, ARP Register Maintenance, Basic Banking, Canadian Treasury Services, Cash Concentration, Centralized Disbursements, Centralized Disbursements- Clients, Claims Payments, Deposit Maintenance (Smart Decision}, Desktop Deposit, E-Box Decisioning, Fed Funds, Image, Image Positive Pay, Item Detail Inquiry Service, Lockbox, Lockbox Correspondence, Payment Manager File Validation Tool, Returned Items, SAFE Transmission, Statements & Notices (Client Analysis Statements, Commercial Checking/Savings Account Statements, Deposit Adjustment Notices, Merchant Notices, Multi Currency Account Statements and Stop Notices}, Supplier Payments, Transaction Search, Treasury Information Reporting, & WellsTAX®.

INTERNAL BANK USE ONLY

Does the customer have Administration, or is it included in the current request? ☐ **Yes** D **No**

RSA SecurID Token Request Set-up

Please complete the information below to manage RSA SecurID Tokens for Company and Users

RSA Secur/0 tokens are mailed to Company Administrators. If the Company Administrator's mailing address is different than the address listed above in the Customer Information section, please indicate the correct mailing address below:

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Company Administrator name _____ **Phone number** _____

Street Address (tokens cannot be shipped to post office boxes): _____ **City** _____

State _____ **ZIP** _____

For new users

- *New token:* To order a token for the first time for a user.
- *Assign token:* To assign a token to a new user from the supply of tokens accumulated in your Company Token Pool.

For users who have a token today (to request changes for existing users):

- *Replace token:* To order a replacement token for an existing user if there are no tokens available in the Company Token Pool.
- *Assign token:* To assign a token to a new user from the supply of tokens available in your Company Token Pool.
- *Un-assign token:* To remove a token from a user and return the token to you Company Token Pool for reassignment. Please begin collecting and securely retaining unassigned tokens instead of discarding them.
- *Delete token:* To delete a token completely. This option will remove the token from a user and your Company Token Pool. Once a token is deleted, it can no longer be reused and should be discarded. Follow your locale-waste disposal regulations to dispose of old tokens.

User Name# 1 _____ User ID (for existing *CEO*®users) _____

Token Serial#* _____ ACH Payments Admin D Yes 0 No

New User D New token D Assign token*

Existing User (Select one box only) D Replace token D Assign token* D Un-Assign token* D Delete token*

CEO® Administration Set-up

Type of Request - Select request type with corresponding start date.

D New D Change (Make selections only for options that should change) Start Date: _____

Company Administrator - Complete applicable fields.

Company Administrators automatically gain access to all Administration functions. If selecting Administrator you will need to specify the detailed Administration functionality that should be entitled.

A minimum of two (2) Company Administrators is required for Dual Custody.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office®(CEO®)* portal services.

Company Administrator Name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

Administrators

You will need to specify the detailed Administration functionality that should be entitled to an Administrator level user.

Each Administrator will be sent a token (unless one has been assigned already) and will be authorized as an administrator for all or specific company authorized *Commercial Electronic Office®(CEO®)* portal services.

Administrator#1 Detailed Setup - Complete applicable fields

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Administrator name	Email address	Token Serial Number (If reassigning existing token from token pool)	User ID (if existing)

User Administration Options

D User Maintenance D Administrator Maintenance D Reset Password

If granting User Maintenance or Reset Password which users can the Administrator view and manage?

D All Users D Specific Users

List User names or User IDs _____

If granting User Maintenance which CEO Services can the user administer?

D All *CEO* Services D Specific *CEO* Services

CEO Services: _____

If granting User Maintenance which Accounts can the user administer?

D All Accounts D Specific Accounts

Accounts: _____

If granting User Maintenance which ACH IDs can the user administer?

0 All ACH IDs O Specific ACH IDs

ACH IDs: _____

WellsOne® Commercial Card use only

D All Divisions D Specific Divisions

List Divisions that can be administered.

_____

Company Administration Options

D Manage User Defined Lists

D All User List D Specific User List:

Specify User List(s) that can be administered.

_____

D All Account List D Specific Account List:

Specify Account List(s) that can be administered.

_____

D Manage Company Dual Custody settings D Manage Account nicknames D Manage ACH Custom names

D Access to Administration Reports D Manage tokens

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Company Service Options

D Manage Company Alerts settings

D Manage Company Statement & Notices settings

D Manage Company Wires settings

Custody Option

Single Custody - **Non-Standard Administration Procedure** - Customer has declined to use dual custody, which is part of Bank's standard CEO®Administration procedures. With dual custody, an authenticated second user approves select high-risk activities. Customer has instead elected to use single custody. Customer acknowledges the significantly reduced security, and recognizes the risks and losses that may materialize as a result of its decision to use single custody.

Dual Custody - Bank's standard CEO Administration procedures also include dual custody for select, high-risk activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Forced Dual Custody - By selecting this option, you agree that Wells Fargo will control the dual custody settings for all products and transactions initiated in the CEO Administration service. You will not be able to change the dual custody settings in Administration, as these may only be modified by contacting your bank representative.

Customized Forced Dual Custody - By selecting this option, you agree to work with your banker to customize your dual custody preferences and select the Administration transactions that will require dual custody. Once these customizations have been established you will not be able to modify or remove them through the CEO Administration service, as they may only be changed by contacting your banker. If you enroll in a new CEO product, it will not automatically be placed in dual custody, unless you contact you bank representative.

Customized Forced Dual Custody Settings - Select the products you would like under dual custody in the CEO Administration service. Only select products for which your company is enrolled. Additionally, specify the CEO Administration service functions you would **like** under dual custody.

Product	Custody setting	
ACH Payments (incl. Domestic and International)	D Forced Dual Custody	D Single Custody
Administration	D Forced Dual Custody	D Single Custody
Alerts	D Forced Dual Custody	D Single Custody
Basic Banking	D Forced Dual Custody	D Single Custody
Canadian Treasury Solutions	D Forced Dual Custody	D Single Custody
Cash Concentration	D Forced Dual Custody	D Single Custody
Centralized Disbursements	D Forced Dual Custody	D Single Custody
Centralized Disbursements - Clients	D Forced Dual Custody	D Single Custody
Claims Payments	D Forced Dual Custody	D Single Custody
Credit Management	D Forced Dual Custody	D Single Custody
Dealer Inventory Finance	D Forced Dual Custody	D Single Custody
Deposit Maintenance	D Forced Dual Custody	D Single Custody
Derivatives Access	D Forced Dual Custody	D Single Custody
Desktop Deposit®	D Forced Dual Custody	D Single Custody
E - Box® Decisioning	D Forced Dual Custody	D Single Custody
Fed Funds	D Forced Dual Custody	D Single Custody
Foreign Exchange	D Forced Dual Custody	D Single Custody

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Product	Custody setting	
Fraud Manager:		
ACH Fraud Filter	D Forced Dual Custody	D Single Custody
ARP Register Maintenance	D Forced Dual Custody	D Single Custody
Image Positive Pay	D Forced Dual Custody	D Single Custody
Image	D Forced Dual Custody	D Single Custody
Institutional Investing - Reporting	D Forced Dual Custody	D Single Custody
Item Detail Inquiry Service	D Forced Dual Custody	D Single Custody
Lockbox	D Forced Dual Custody	D Single Custody
Payment Manager®	D Forced Dual Custody	D Single Custody
Returned Items	D Forced Dual Custody	D Single Custody
SAFE Transmission	D Forced Dual Custody	D Single Custody
Statements & Notices	D Forced Dual Custody	D Single Custody
Supplier Payments	D Forced Dual Custody	D Single Custody
Transaction Search	D Forced Dual Custody	D Single Custody
Treasury Information Reporting	D Forced Dual Custody	D Single Custody
Warehouse Lending Finance	D Forced Dual Custody	D Single Custody
WFED$^{8}_{M}$ - Wells Fargo Electronic Deposit$^{8}_{M}$	D Forced Dual Custody	D Single Custody
Wells Capital Management	D Forced Dual Custody	D Single Custody
WellsOne® Virtual Card Payments	D Forced Dual Custody	D Single Custody
WellsTAX® Payments	D Forced Dual Custody	D Single Custody
Wells Fargo Business Online®	D Forced Dual Custody	D Single Custody
Wires	D Forced Dual Custody	D Single Custody
Administration settings	Custody settings	
Add/Edit User	D Forced Dual Custody	D Single Custody
Password reset	D Forced Dual Custody	D Single Custody
Hide Secret Question and Answer	D Forced Dual Custody	D Single Custody
Wires limits and authorizations	D Forced Dual Custody	D Single Custody
Desktop Deposit Company preferences	D Forced Dual Custody	D Single Custody

CEO® Wires Set-up

☐ New D Change

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Company Authorization - (For existing *CEO* Wires customers, only complete values in this section if an update is requested. For New requests confirm and update all fields in this section.)

Cumulative Funds Transfer Daily Limit (Default - 0)	Duplicate Check Number Of Days (Default - 10)	Default Wire Fee Assignment (select one)
$ _____		D Shared (Default) D Beneficiary D Originator
Value Date Roll Forward	**File Import (File Import and Payment Manager Import)**	**Get Rate**
OYes D No (Default)	D Yes (Default) D No	D Yes (Default) D No
Additional Approver Limits (Optional)		
D Wires $ _____	D Book Transfer $ _____	D Drawdown $

Complete the following regarding Funds Transfer Information for specific payment types - (For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New requests; at least one (1) Wire Type must be selected).

Wire Type	Services allowed	Number of Verifiers for Templated Wires (default is 1)	Numbers of Verifiers for Freeform Wires (default is 1
Wire Transfers (Domestic, International, and Federal Tax Payment)	OTemplated Only DFreeform Only OTemplated and Freeform	N/A- No Change	N/A- No Change
Drawdown	OTemplated Only DFreeform Only OTemplated and Freeform	N/A- No Change	N/A- No Change
Book Transfer	OTemplated Only DFreeform Only OTemplated and Freeform	N/A- No Change	N/A- No Change
Template Maintenance	Not Applicable	N/A- No Change	Not Applicable

Account Authorization - Account Services Limits

(For existing CEO Wires customers, only complete values in this section if an update is requested. For New customers at least one (1) account in this section is required).

Account number	Cumulative Daily Limit	Associated application
	$	D Wires D Drawdowns D Book Transfers D Template Maintenance
	$	D Wires D Drawdowns D Book Transfers D Template Maintenance
	$	D Wires D Drawdowns D Book Transfers D Template Maintenance

Company Default Settings (optional User Limits)

For companies choosing to utilize Company Default User Settings (Default User Limits); complete all fields to specify optional default limits for users. Enter User information below and select the Use Company Default Limit checkbox.

Application type	Individual Create/ Modify/ Delete Limit	Cumulative Daily Create/ Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/ Reject Limit
Wire Transfers				
Drawdown				

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Application type	Individual Create/ Modify/ Delete Limit	Cumulative Daily Create/ Modify/Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/ Reject Limit
Book Transfer				
Template Maintenance	_____	_____	_____	_____

User # 1 Information - Complete all fields

User name _____ User ID (if *CEO* user) _____

User Settings

(For new and existing CEO Wires customers, only complete values in this section if an update is requested. For New customers without Administration; at least one (1) user in this section is required. Note: For customers in dual custody without Administration at least two (2) users are required). ☐

Get rate	File Import
OYes	OYes

Services	Type Allowed	Individual Create/Modify/ Delete Limit	Individual Approve/Reject Limit	Cumulative Daily Approve/Reject Limit	Additional Approver Limit*	Cumulative Create/Modify/ Delete Limit
Wire Transfer	DTemplated Only DFreeform Only DTemplated and Freeform					
Book Transfers	DTemplated Only DFreeform Only DTemplated and Freeform					
Drawdowns	DTemplated Only DFreeform Only DTemplated and Freeform					

User Account Authorizations - Provide account number and funds transfer service authorization type.

Account Number			Account Number		
Wires	D Create/Modify/Delete	D Approve/Reject	Wires	D Create/Modify/Delete	D Approve/Reject
Book Transfers	D Create/Modify/Delete	D Approve/Reject	Book Transfers	D Create/Modify/Delete	D Approve/Reject
Drawdowns	D Create/Modify/Delete	D Approve/Reject	Drawdowns	D Create/Modify/Delete	D Approve/Reject
Template Maintenance	D Create/Modify/Delete	D Approve/Reject	Template Maintenance	D Create/Modify/Delete	D Approve/Reject

Voice Wires Set-up

Type of request: D New D Update existing information D Delete existing information

Account numbers (list accounts to be debited for each wire transfer)

1) _____ ☐ GIL ☐ DDA

2) _____ ☐ GIL ☐ DDA

3) _____ ☐ GIL ☐ DDA

Advice information (additional fees apply for these services)

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For fax or email notification on intraday wire activity use the InfoFax setup form.

Mail Advice (this paper-based service is no longer available to add) D Delete Mail Advice

Mailing address for PINs (if blank, items will be mailed to address on primary statement mailing address)

Mail PINs to:

Authorized callers (people authorized to initiate wires)

$ **Limit** = Use "N" if unlimited. The limit applies to all functions unless noted otherwise. If no limit is noted we will set the limit as unlimited.

Initiation Type= If no Initiation Type is noted, we will set the individual up for both Repetitive and Non-Repetitive Wire Initiation. Complete by checking appropriate box: R=Repetitive / B=Both Repetitive and Non-Repetitive.

Authorized callers First and Last name	$ Limit	Phone number including area code	Initiation type
			☐R ☐B

Alternate Account to be charged for wire fees

List account only if wire fees are to be assessed to this account. (Alternate account to be charged must be an Analyzed account. Not available to Retail customers.)

☐DOA AU and G/L _____

Optional Verify Callback Service (does not apply to repetitive wires)

Selecting this fee-based service requires a minimum of two persons with wire transfer authority because the initiator of a wire cannot also approve the wire. If the form does not indicate an Authorized Approver other than the initiator, the optional Verify Callback Service cannot be provided.

Authorized Approvers First and Last name	$ Limit	Phone number including area code

Payment Authorization Service

This service is part of, and will be subject to the terms and conditions stated in the Commercial Account Agreement ("Agreement"). This set-up form supersedes any and all prior payment authorization service forms set up on the referenced account numbers.

Termination: The Service(s) may be immediately terminated by you or us at any time with or without cause by giving written notice to the other party.

Type of request - Select request type. (Refer to the reference guide for complete instructions.)

D **Account-specific Request**	D **Add Payment Authorization Service features checked below to all existing Subaccounts listed under the Master Account-** NOTE: Must attach subaccount list. Does not apply to Maximum Check Amount Authorized Payment Service.	D **Blanket Company Level Approval** - Checking this box covers all future accounts and/or subaccounts owned by the specified legal entity. (A separate form must be completed for each legal entity.)

For Account-specific requests, enter individual account number or Master account number. Does not apply to Blanket Company Level Approval and do not list all Subaccounts.

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Maximum Check Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

Service: Under the Maximum Check Amount Authorized Payment Service (the "Service") we will automatically (without your specific approval) return unpaid (marked "REFER TO MAKER") checks presented to us drawn against your account specified below which exceeds the Maximum Dollar Authorized Payment Amount specified below:

Check one: D Add service D Change amount D Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Check Cashing Amount Authorized Payment Service *(not available in conjunction with Positive Pay or Perfect Presentment)*

Service: Under the Maximum Check Cashing Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below which exceed the Maximum Check Cash Amount specified below:

Check one: D Add service D Change amount D Delete service

Maximum Dollar Authorized payment amount: _____

Account Number(s): _____

Maximum Over the Counter Amount Authorized Payment Service

Service: Under the Maximum Over the Counter Amount Authorized Payment Service (the "Service") we will (without your specific approval) refuse withdrawal requests presented to us through our branch/store network drawn against your account specified below which exceeds the Maximum Over the Counter Withdrawal Amount specified below

Check one: D Add service D Change amount D Delete service

Maximum Over the Counter Withdrawal: _____

Account Number(s): _____

Checks to Individuals Authorized Payment Service

Service: Under the Checks to Individuals Authorized Payment Service (the "Service") we will (without your specific approval) refuse encashment of checks presented to us through our branch/store network drawn against your account specified below for any item made payable to an individual.

Check one: D Add service D Delete service

Account number(s): _____

Customer Legal Entity information

The enrollment contains ACH, Wire, or Sweep services the following Customer Entities:

Customer Legal Entity name(s)	Entity ID type	Entity ID
	Select One	

Designation of Wells Fargo *Stagecoach Sweep*® Option

Customer DDA(s)

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Statements and/or Confirmations will be sent to Customer by electronic means unless otherwise requested by Customer. Electronic means include Bank's Commercial Electronic Office®, facsimile and/or Secure E-Mail.

The Wells Fargo Stagecoach Sweep® Service Description can be viewed by pasting this link into an internet browser window: https://wellsoffice.wellsfargo.com/ceopub/assets/pdf/stgcoach-swp/Stagecoach_Sweep_Service_Description.pdf

Investment Sweep

Customer elects the Wells Fargo *Stagecoach Sweep* Preferred Option.

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option with secondary Wells Fargo *Stagecoach Sweep,* Preferred Option.

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Repurchase Agreement Option.

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased Agreement Option. (Correspondent Bank Only)

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Sold Agreement Option. (Correspondent Bank Only)

0 Add D Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

Customer elects the Wells Fargo *Stagecoach Sweep* Fed Funds Purchased and Sold Agreement Option. (Correspondent Bank only)

0 Add O Change

Target Balance*: _____

*Note: this is the target balance at the time of form completion and does not reflect any subsequent update requests.

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Money Market Mutual Fund Sweep

Customer elects the Allspring Treasury Plus Money Market Fund - Class A - Fund 453 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF- Service Class - Fund 454 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring 100% Treasury Money Market Fund - Service Class - Fund 8 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Government MMMF Admin Class - Fund 947 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Government MMMF Institutional - Fund 1751 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Government MMMF Select Class - Fund 3802 Option.

0 Add O Change

Target Balance: _____

Customer elects the Allspring Treasury Plus MMMF Institutional - Fund 793 Option.

0 Add O Change

Target Balance: _____

Credit Sweep

Customer elects Bank's Credit Sweep Option.

0 Add O Change

Target Balance: _____

Obligor # (if applicable): _____

Loan# (Obligation): _____

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Wire Transfer Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for Wire Transfers are:

Commercial Electronic Office® (CEO®)

Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. We will use the CEO security procedures to authenticate each Payment Order received through the CEO portal in your name. Our recommended CEO security procedures also include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk wire activities. With dual custody, an authenticated second user approvers these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk wire transfer activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk wire transfer activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Payment Manager®

Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2) that we use to authenticate each Payment Order transmitted to us in your name.

Machine-to-Machine ("M2M")

This transmission method uses an XML message interface that is based on the Interactive Financial exchange (IFX) message standard using SOAP structured messages. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL). We use digital certificates to authenticate each Payment Order transmitted to us in your name.

IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to ConnectDirect® to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc., an IBM Customer.

Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each Payment Order transmitted to us through the VAN in your name.

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Wells Fargo Gateway (API)

Through The Wells Fargo Gateway, you (i) access our Application Programming Interface ("API") to securely request that we execute Payment Orders your behalf, and (ii) receive periodic updates from us as we process Payment Orders for you. The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system.

The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue Payment Orders and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Voice

Our voice initiation security procedure consists of confirming that the personal identification number ("PIN") accompanying a Payment Order corresponds with a valid PIN assigned to you for voice-initiated Payment Orders. "Payment Order" is defined in the Wire Transfer Service Description.

i. **Telephone Verification Service.** If we receive a voice-initiated, non-repetitive Payment Order that exceeds the applicable pre-designated limit, we will make one attempt to telephone person(s) designated by you on your most current setup form in our records to verify the Payment Order. If we are unable to complete the call, we will not process the Payment Order.

SWIFT®

SWIFT has established procedures for controlling access to SWIFT messaging services (each, an "Access Control") that may include without limitation access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Payment Orders based on SWIFT message type prior to accepting them for routing as SWIFT messages (each, an "Authenticated Message"). This authentication may include confirming that the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time (each, an "Authentication Procedure").

ACH Origination Services - Security Procedure Elections

For detail on the Security Procedure for an applicable initiation method, refer to the language in the Treasury Management Security Procedures Reference Guide. The Initiation Method(s) and Security Procedure(s) Customer has elected for ACH are:

Commercial Electronic Office® (CEO®) - Dual Custody

The CEO portal is our electronic banking portal that is accessed through the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. Our recommended CEO security procedures also include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

Dual Custody with User Approve Own Entitlements

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you declines to use full dual custody and elects to use dual custody at a company level with an option that allows designated users to use single custody, the security procedure would be as follows: With dual custody with "User Approve Own Entitlements," designated users are permitted to use single custody. For these designated users, there is no secondary approval for any high-risk ACH activities. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to not use full dual custody with all users and instead permit designated users to use single custody under "User Approve Own Entitlements."

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Commercial Electronic Office® (CEO®) - Single Custody

The CEO portal is Bank's electronic banking portal that is accessed through the Internet. The CEO security procedures are log-on credentials specified by Bank including a company ID, user ID, password, token, and any other authentication or authorization process Bank requires from time to time. Our recommended CEO security procedures include dual custody for select, high-risk ACH activities. With dual custody, an authenticated second user approves these activities. There is no additional charge for dual custody.

When you decline to use dual custody and elect to use single custody with Secure Validation, there is no secondary approval for any high-risk ACH activities. Instead, a single-use code is sent to an enrolled telephone number to confirm a high-risk ACH activity. Single custody with Secure Validation provides a lower level of protection than dual custody. You acknowledge the reduced security associated with, and recognize the risks and losses that may materialize from, your decision to use single custody with Secure Validation.

Direct Origination - Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Direct Origination - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM Company.

Direct Origination - SWIFT® FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

Direct Origination - E-Bill Express

Wells Fargo Gateway (API)®

Through the Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely request that we originate ACH credit and/or debit Entries on your behalf, and receive periodic updates from us as we process ACH Entries for you. "Entry", "Entries" and "Files" are each defined in the Nacha Operating Rules (and any applicable local ACH rules).

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to request ACH origination and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Payment Manager®- Secure Application File Exchange Transmission ("SAFE-T")

This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

Payment Manager® - Machine-to-Machine ("M2M")

This transmission method may use an XML message interface that is based on the Interactive Financial eXchange (IFX) message standard using SOAP structured messages or other formats and protocols such as JSON and REST. Data is communicated via the internet using 128-bit encryption and Secure Socket Layers (SSL).

Payment Manager® - IBM® Connect:Direct® with Secure Plus+

Secure Plus+ is an add-on to Connect Direct to enhance security by means of Secure Socket Layer ("SSL") or Transport Layer Security ("TLS"). Connect Direct® is a registered trademark of Sterling Commerce, Inc. an IBM company.

Payment Manager® - Value-Added Network ("VAN")

With this transmission method, a third party serves as an intermediary for transmitting data between you and us. Procedures for transmitting Payment Orders may vary by VAN. We follow the procedures of the VAN selected by you to authenticate each File transmitted to us through the VAN in your name.

Payment Manager® - SWIFT FileAct

SWIFT has established procedures for controlling access to SWIFT messaging services that may include access codes, message authentication codes, secure card readers, digital signatures, and Hardware Security Modules. In addition, SWIFT authenticates certain messages including without limitation Files based on SWIFT message type prior to accepting them for routing as SWIFT messages. This authentication may include confirming the sender and recipient of the message have exchanged bilateral keys ("BKE"), entered into a relationship management application ("RMA") agreement, or taken other steps to secure the transmission of SWIFT messages between them as SWIFT requires from time to time.

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Third Party Service Provider
If you are utilizing a Third Party Service Provider ("TPSP") as defined in the ACH Rules to originate Entries and Files on your behalf, we will authenticate each File transmitted to us in your name in accordance with the security procedure your TPSP has elected. You will notify us of any change to your TPSP in a manner affording us a reasonable opportunity to act on the information.

Third Party Service Provider: _____

Contact Person: _____

Telephone: _____ Fax: _____

RTP Services

The Initiation Method(s) and Security Procedure(s) Customer has elected for RTP are:

Wells Fargo Gateway (API)®
Through The Wells Fargo Gateway, you access our Application Programming Interface ("API") to securely (i) request that we execute RTP Payment Orders and RTP Messages on your behalf, and (ii) receive periodic updates from us as we process RTP Payment Orders and RTP Messages for you.

The Wells Fargo Gateway uses tokenized transmission methods for direct communication between your internal payment system(s) and our payment system. The Wells Fargo Gateway security procedures require digital authentication of you and us using tokens, API keys, mutual authentication of digital certificates and any other authentication or authorization process we may require from time to time. Your tokens, API keys, digital certificates, and your instruction to us do not identify an individual user initiating any request through the Wells Fargo Gateway. We validate only that you are authorized to issue RTP Payment Orders and RTP Messages and receive periodic updates via the Wells Fargo Gateway, not whether a particular user is authorized to initiate the request.

Bill Manager Service

The Initiation Method and Security Procedure Customer has elected for Bill Manager is:

Commercial Electronic Office® (CEO®)
The CEO portal is our electronic banking portal that is accessed via the internet. The CEO portal security procedures are log-on credentials specified by us including a company ID, user ID, password, token, and any other authentication or authorization process we require from time to time. The Bill Manager platform also requires entry of a one-time passcode provided via text message or an automated phone call to verify the device used to initiate the funds transfer.

E-Bill Express Service

The Initiation Method and Security Procedure Customer has elected for E-Bill Express is:

Bill File Inbound - SAFE-T
This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).
AR File Outbound - SAFE-T
This transmission platform offers a variety of transmission protocols including hypertext transfer protocol secured (https), FTP over SSL (FTP/S), secure FTP (S-FTP), and Applicability Statement 2 (AS2).

CEO® EDD, Electronic Document Delivery Set-up - For Company and Customer(Biller) ID

Type of request	Customer (Biller) ID *(must be associated with the CEO Company ID)*	CEO User name	CEO User ID	Role (select one)
☐ Add ☐ Change ☐ Delete				OView only (default) OView and Authorize ☐ Customer (Biller) Administrator

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Type of request	Customer (Biller) ID *(must be associated with the CEO Company ID)*	CEO User name	CEO User ID	Role (select one)
☐ Add ☐ Change ☐ Delete				0 View only (default) 0 View and Authorize 0 customer (Biller) 0 Administrator
☐ Add ☐ Change ☐ Delete				0 View only (default) 0 View and Authorize 0 customer (Biller) 0 Administrator
☐ Add ☐ Change ☐ Delete				0 View only (default) 0 View and Authorize 0 customer (Biller) 0 Administrator

Zero Balance Account (ZBA)

Request Type	Master Account	Child Account	Cycle	Target Balance
0 Add D Change				

International Zero Balance Account (ZBA)

Level 2 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
0 Add D Change				0 D Debit* Credit* D Target D Maximum			

*One-way Sweep

Level 3 Accounts

Request Type	Child Account(s)	Currency	Transfer Funds To	Sweep Type	Target Balance	Minimum Balance	Maximum Balance
0 Add D Change				0 Debit* D Credit* D Target D Maximum			

*One-way Sweep

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Customer Approval - (Authorized Signature Required)

Each person who signs this form on Customer's behalf is authorized to do so by resolution, agreement or other legally sufficient action of the governing body of Customer, if Customer is not an individual, or is an Authorized Signer on Customer's account.

Printed name of Authorized Signer	Phone
Signature	Date

Voice Wire only - Submitter information and instructions **Internal Bank use only**	
Submitter name	Submitter phone
Submitter email	Submitter fax

Note: If Voice Wire is a component of this form, once the customer approves and signs the form, the Banker/Relationship Manager must approve and sign the form, then fax it to Wire Implementation at 866-922-6202 from a valid Wells Fargo fax. File copies in your location's record-retention file.

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Wire Transfer Service Description

Treasury Management Services

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Introduction

The Service Documentation contains the terms and conditions under which we provide you the services described below. "You," "your" or "yours" refer to the Bank customer identified on the Acceptance of Services that is signed when you enroll in the Service ("Acceptance"). The terms "we," "us," or "our" refer to the Bank. Other capitalized terms used in this Service Description are defined in the Master Agreement or in the Glossary at the back of this Service Description.

The service ("Service") covered by this Service Description is:

- Wire Transfer

The Service Documentation includes:

a. The Service Description (which contains terms and conditions applicable to the Service),
b. The Acceptance (which indicates your acceptance of the Service Documentation),
c. The Master Agreement (which contains terms and conditions applicable to all services),
d. The Account Agreement governing the Account,
e. The Product Enrollment Form (which contains set-up information for each service in which you are enrolling), and
f. User Guides (which include Terms of Use, software, software licenses, price schedules, specifications, instructions, and notices).

The documents and individual provisions of the Service Documentation are intended to be read together as one agreement between you and us. This Service Description and the Master Agreement are posted at our *Commercial Electronic Office® (CEO®)* portal. If there is a conflict among the documents that are part of the Service Documentation, they will govern in the order listed above. Your use of a Service confirms your receipt of, and agreement to be bound by, this Service Description and all Service Documentation.

Wire Transfer Service

1. **Description of service.** With this Service you can instruct us to transfer funds by wire. You agree to comply with all applicable payment system rules, including the national payment system rules and any other Applicable Laws and regulations of the receiving country of the transaction.

2. **Preparation of payment orders; processing schedules.** You will prepare each Payment Order according to guidelines we separately make available from time to time. You will use the applicable Security Procedure when you send a Payment Order to us.

   We will execute each Payment Order in accordance with our then current processing schedule and any accompanying instructions you include regarding the date a Payment Order is to be executed. A Payment Order will be deemed received by us when we have verified it in compliance with the Security Procedure.

   a. If we receive a Payment Order after our Cutoff Time on any Business Day, we will treat the Payment Order as having been received before our applicable Cutoff Time on our next Business Day.
   b. If we execute your Payment Order by sending instructions to another financial institution, we may send the Payment Order by any transmission method and by any route we in our sole discretion consider reasonable.

3. **Inconsistency in name and number.**
   a. If a Payment Order describes the person to receive the funds under the Payment Order both by name and identifying number, we or another financial institution through which the Payment Order is routed may rely solely on the identifying number to identify the person, even if the number identifies a person other than the one named.
   b. If a Payment Order describes a financial institution both by name and identification number, we or another financial institution through which the Payment Order is routed may rely solely on the identification number to identify the financial institution, even if the identification number refers to a financial institution other than the one named.

4. **Authorization to pay.** You authorize us to:
   a. Execute any Payment Order we verify in accordance with the applicable Security Procedure, and
   b. Debit the account specified in the Payment Order even if a debit results in an overdraft on the execution date. If no account is specified, we will debit your Account or any other of your account(s) with us or one of our affiliates.

   You will maintain sufficient available funds in the account specified in the Payment Order at the time of each debit.

5. **Your duty to report erroneous or unauthorized transfer instructions.** You will exercise reasonable care to:
   a. Determine whether a Payment Order accepted by us was either erroneous or not authorized, and
   b. To notify us of the relevant facts within a reasonable time not exceeding 14 days after we notify you that the Payment Order was accepted or that the Account was debited for the Payment Order, whichever is earlier.

   If you do not notify us within 14 days, we will not be liable for any loss of interest or for any other loss relating to an erroneous or unauthorized debit to your account or because of any other discrepancy in the notice.

6. **Rejected payment orders.** If a Payment Order is rejected for any reason, we will attempt to notify you promptly so you can cure the defect. However, we will have no liability to you for a rejected Payment Order or any loss resulting from our delay or failure to notify you.

7. **Cancellation, amendment, reversal.** A Payment Order will be final and not subject to cancellation, amendment or reversal by you, except we may, at your request, make an effort to cancel, amend or reverse a Payment Order without incurring any liability for our failure or inability to do so.

8. **Drawdown requests.** A "drawdown request" is an instruction from you to another depository institution to debit:
   a. An account at that institution and transfer the funds to us (an "outgoing drawdown request"), or
   b. The Account and transfer the funds to that institution (an "incoming drawdown request").

   In this Service description, "Payment Order" includes drawdown requests. We may execute an incoming drawdown request that conforms with instructions we receive through Fed Wire, SWIFT, CHIPs or any other funds transfer system, provided those instructions are not inconsistent with instructions you separately provide in writing. The authority to execute the incoming drawdown request will continue until we receive your express written notice that such authority is revoked and have a reasonable time to act on it.

9. **Limitation of liability.** We will not be liable for any third party's failure to or delay or error in processing a Payment Order.If the beneficiary bank does not pay the beneficiary specified in the Payment Order, a refund will be made only after we have received confirmation of the effective cancellation of the Payment Order and we are in free possession of the funds debited or earmarked in connection with the Payment Order. If we are notified the beneficiary bank did not credit the Account for the full amount stated in a Payment Order, our sole obligation will be to promptly execute a second Payment Order in the amount of the stated deficiency.

   If we execute a Payment Order that is more than the amount stated in the Payment Order, to the extent you do not receive the benefit of the full amount of the Payment Order, we will only be liable for any loss of the principal amount transferred in excess of the amount stated in the Payment Order. Additionally, we will be liable for the amount of interest you have lost due to the transfer of the excess amount, computed at the Federal Funds rate or as otherwise agreed. However, our liability for loss of interest will be limited to 20 calendar days' interest. This section sets forth our complete liability for a Payment Order issued or received under this Wire Transfer Service description.

10. **Survival.** Sections 5, 6, 7 and 9 will survive the termination of the Services.

Glossary

Account means your account(s) with us used in connection with the Service.

Account Agreement means the applicable account agreement governing the Account.

Applicable Law is defined in section 3 of the Master Agreement.

Business Day means every day except Saturday, Sunday and federal holidays. When used in connection with funds transfer Services, "Business Day" means each day on we are open for business related to that Service.

Cutoff Time means our cutoff time each Business Day we separately disclose to you for the applicable Service.

Master Agreement means the Master Agreement for Treasury Management Services.

Payment Order means an instruction to us in your name to transfer funds from your Account (and includes any communication cancelling or amending an instruction).

Security Procedure is defined in the Product Enrollment Form and in section 6 of the Master Agreement.

Exhibit B

(Cost Proposal) Exhibit F of Bank's December 14, 2022 Response to City's Request for Proposal

Treasury Management Pricing

City of Farmington: RFP #23-149075

Below is the activity for the City in October 2022 with your current Wells Fargo Relationship. The pricing applied is what is proposed in our RFP response.

Analysis Summary		
Average Positive Collected Balance	$	7,796,175.87
Reserve Requirement @ 0.00%	$	0.00
Investable Balance Available for Services	$	7,796,175.87
Monthly Analyzed Charges	$	11,049.42
Earnings Allowance @ 1.55% (Mananged Rate proposed in RFP)	$	10,263.18
Net Monthly Analyzed Charges	$	786.23
*Monthly Fee Based Charges	$	0.00
Total Monthly Analyzed Charges after Earnings Allowance	**$**	**786.23**

*Charges not offset by balances

Stagecoach Sweep- Potential Earnings		
Below is the recommended sweep provided in our response. If the City were to consider utilizing all available funds for this service, the earnings would offset all analysis fees and provide a dividend for the investment. As we continue our partnership, we will help create a deposit strategy that best fits the City. Rate set to change with market conditions.		
Sweep Investment Fund		Government MMF Institutional
Sweep Investment Balance	$	7,796,175.87
Sweep Interest Rate		3.54%
Sweep Investment benefit to Farmington	$	22,998.72
Total Analyzed Charges with utilizing Sweep (including cost for sweep services totaling $190.00)*	$	10,222.989
Sweep Earnings for Farmington after Analysis Fees	**$**	**12,775.73**

*Total fees lowered with sweep investment due to lower recoupment fees

Sweep is Not FDIC insured -- No Bank guarantee -- May lose value

SERVICE DETAILS

WF Code	AFP Code	Service Description	Unit Price	Volume	Service Charges
		BALANCE & COMPENSATION INFORMATION			
IAMTH	000230	RECOUPMENT MONTHLY	0.12750	7,972	1,016.43
		BALANCE & COMPENSATION INFORMATION Subtotal			**1,016.43**
		GENERAL ACCOUNT SERVICES			
22051	010000	ACCT MAINTENANCE	10.00000	6	60.00
22421	010310	SUB ACCT STATEMENT FEE	10.00000	1	10.00
DS585	010021	SUBACCOUNT MAINTENANCE	2.00000	30	60.00
DS001	010021	ZERO BALANCE MONTHLY BASE	5.00000	3	15.00
CK021	010100	DEBITS POSTED	0.05000	157	7.85
08026	010610	CHECK DEPOSIT ADJUSTMENT	0.00000	1	0.00
		GENERAL ACCOUNT SERVICES Subtotal			**152.85**
		LOCKBOX SERVICES			
36769	05011L	LBX PAPER PACKAGE BASE	150.00000	1	150.00
03302	050400	LBX TRANSMISSION BASE	220.00000	1	220.00
03102	050000	LBX REMIT PROCESSED CASH	10.00000	2	20.00
03611	050000	LBX REMIT PROCESSED EXPRESS MAIL	2.25000	25	56.25
36731	050530	LBX CORRESPONDENCE OR REJECTS	0.65000	106	68.90
03905	05011R	LBX DOCUMENT SCANNED	0.00000	10,214	0.00
36791	050600	LBX 7 YEAR IMAGE ARCHIVE	0.02000	10,214	204.28
36737	05011A	LBX CHECK PHOTOCOPY	0.45000	152	68.40
52035	050425	LBX IMAGE FILE IMPORT	0.05000	10,214	510.70
36745	050129	LBX VALUE ADDED KEYING	0.02000	4,194	83.88
36606	05011F	LBX PAPER RETURN	0.20000	18	3.60
03303	050410	LBX PKG US MAIL DELIVERY	1.00000	120	120.00
48200	050020	LBX WHOLETAIL BASE	100.00000	1	100.00
48210	050100	LBX WT CHECKS	0.00000	4,594	0.00
48220	050122	LBX WT TOTAL PAYMENTS PROCESSED	0.16000	5,450	872.00
48307	059999	LBX WT STD ITEM PROCESSED NON SCAN	0.30000	152	45.60
48221	050122	LBX WT MULTI PAYMENT	0.05000	1,323	66.15
48222	050002	LBX WT PARTIAL PAYMENT	0.09000	339	30.51
48257	050899	LBX WT MARK SENSE OR ADDRESS CHANGE	0.05000	5,450	272.50
48501	050401	LBX WT TRANSMISSION PER ITEM	0.01000	5,602	56.02
ED500	050030	E-BOX MONTHLY MAINT (W/CROSS REF)	100.00000	1	100.00
ED470	059999	E-BOX PAYMENT	0.05000	3,186	159.30
ED521	050030	E-BOX REPORTING PACKAGE MTHLY BASE	50.00000	1	50.00
ED524	050030	E-BOX REVERSAL REPORTING MTHLY BASE	0.00000	1	0.00
		LOCKBOX SERVICES Subtotal			**3,258.09**

		DEPOSITORY SERVICES			
CK161	100006	CASH DEPOSITED IN WF BRANCH	0.00400	2,715	10.86
CK199	10001A	POST VERIFY CASH DEPOSITED	0.00300	407,560	1,222.68
CK197	100040	CASH ORDER FEE IN A WF BRANCH	9.00000	15	135.00
CK131	100040	ROLLED COIN FURNISHED BY WF BRANCH	0.50000	26	13.00
CK141	100040	CURRENCY FURNISHED BY WF BRANCH	0.00300	1,533	4.60
CK064	100416	CEO RETURN ITEM SERVICE MTHLY BASE	0.00000	30	0.00
CK061	100400	RETURN ITEM - CHARGEBACK	3.00000	15	45.00
CK075	100402	RETURN ITEM REDEPOSITED	1.00000	15	15.00
08052	100006	BRANCH DEPOSIT	4.00000	34	136.00
22723	10001A	BRANCH DEPOSIT POST VERIFY	3.00000	381	1,143.00
08025	100015	MISCELLANEOUS CREDITS POSTED	0.50000	21	10.50
12707	100610	DEPOSIT LOCATION REPORTING - ITEM	0.00500	707	3.54
002	100225	DEPOSITED CHECK	0.10000	2,738	273.80
311	100225	WHOLESALE LOCKBOX - DEPOSITED CHECK	0.10000	4,667	466.70
		DEPOSITORY SERVICES Subtotal			**3,479.67**
		PAPER DISBURSEMENT SERVICES			
DS191	150122	PAYEE VALIDATION STANDARD-ITEM	0.00000	730	0.00
22810	150500	WF CHK CASHED FOR NONACCT HOLDER	5.00000	14	70.00
DS255	151399	WELLSIMAGE PAID CHECK PER ITEM	0.03000	723	21.69
34336	150724	POSITIVE PAY EXCEPTION - CEO IMAGE	0.50000	23	11.50
12812	151352	CEO IMAGE VIEW < 90 DAYS - ITEM	0.05000	11	0.55
12815	151352	CEO IMAGE VIEW > 90 DAYS - ITEM	0.25000	11	2.75
22225	150240	CHECK CASHING THRESHOLD MO BASE	2.00000	1	2.00
22245	150240	CHECKS PAY TO INDIV BLOCK MO BASE	2.00000	1	2.00
22235	150240	OTC DEBIT BLOCK MONTHLY BASE	2.00000	1	2.00
12903	150310	POSITIVE PAY EXCEPTIONS - ITEM	1.00000	23	23.00
12907	150030	POSITIVE PAY MONTHLY BASE	10.00000	3	30.00
MD091	150240	PYMT AUTH MAX CHECK MTHLY BASE	2.00000	3	6.00
12670	150410	STOP PAYMENT - ONLINE	1.00000	3	3.00
22020	151350	WELLSIMAGE PAID CHECK MONTHLY BASE	50.00000	1	50.00
22202	150100	DDA CHECKS PAID	0.05000	730	36.50
22015	151353	WELLSIMAGE PAID CHECK PER CD	20.00000	1	20.00
64104	151350	IFI MAINTENANCE PER PRODUCT	100.00000	1	100.00
		PAPER DISBURSEMENT SERVICES Subtotal			**380.99**
		PAPER DISBURSEMENT RECON SERVICES			
DS322	200120	ARP PARTIAL RECONCILIATION - ITEM	0.03000	730	21.90
12687	209999	ARP AGED ISSUE RECORDS ON FILE-ITEM	0.00000	9,154	0.00
12061	200020	ARP MONTHLY BASE - PARTIAL	15.00000	4	60.00
12604	200306	ARP OPTIONAL REPORTS	2.00000	61	122.00
12430	200301	ARP OUTPUT - TRANSMISSION	0.00000	60	0.00
12379	200201	ARP PART POSITIVE PAY ISSUE - ITEM	0.02500	790	19.75
34350	200306	CEO ARP STMT & RPTS MONTHLY BASE	5.00000	4	20.00
12694	200100	OUTGOING TRANSMISSION - PER ITEM	0.00500	732	3.66
		PAPER DISBURSEMENT RECON SERVICES Subtotal			**247.31**

		GENERAL ACH SERVICES			
CK018	250201	ELECTRONIC CREDITS POSTED	0.05000	836	41.80
34342	250400	ACH CEO RETURN SUBSCRIPTION - ITEM	0.50000	39	19.50
34340	250400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	5.00000	6	30.00
ES280	250000	ACH MONTHLY BASE	15.00000	3	45.00
ES211	250102	ACH FUTURE DATED ITEM	0.02500	2,680	67.00
ES216	250102	ACH SAME DAY	0.25000	2,597	649.25
ES206	250120	ACH ORIGINATED - ADDENDA REC	0.10000	14	1.40
ES349	250220	ACH RECEIVED ADDENDA	0.00000	365	0.00
ES344	250202	ACH RECEIVED ITEM	0.02500	787	19.68
06504	250302	ACH RETURN ADMIN -MANUAL	3.00000	17	51.00
06503	250302	ACH RETURN ITEM-MANUAL	3.00000	4	12.00
ES803	250500	ACH PAYMENTS ONLINE BATCH RELEASE	2.00000	10	20.00
ES801	250501	ACH TRANSMISSION CHARGE	2.00000	28	56.00
ES237	250710	ACH FAX SERVICE	7.00000	10	70.00
34377	250000	ACH PAYMENTS BASE FEE	15.00000	2	30.00
ACH1D	250102	ACH PAYMENTS FUTURE DATED ITEM	0.02500	28	0.70
34333	251050	ACH CEO FRAUD FILTER REVIEW MO BASE	1.00000	6	6.00
34335	251053	ACH CEO FRAUD FILTER REVIEW - ITEM	1.00000	38	38.00
06535	250302	ACH NOC - MANUAL	5.00000	11	55.00
34330	250703	ACH CEO SUBSCRIPTION - ACCOUNT	5.00000	7	35.00
		GENERAL ACH SERVICES Subtotal			**1,247.33**
		EDI PAYMENT SERVICES			
ED265	300210	RECEIVABLES MANAGER ACH ITEM	0.05000	734	36.70
34240	300010	CEO EDI PMT DETAIL SUBSC MO BASE	10.00000	1	10.00
28006	300200	REC MGR OR E-BOX TRANSMISSION	2.50000	60	150.00
28019	300010	RECEIVABLES MANAGER MONTHLY BASE	100.00000	3	300.00
28011	300210	RECEIVABLES MANAGER RECVD ADDENDA	0.00000	352	0.00
28318	300210	RMGR ITEM CHK AND OTHER ELECTRONIC	0.05000	4,746	237.30
		EDI PAYMENT SERVICES Subtotal			**734.00**
		WIRE & OTHER FUNDS TRANSFER SERVICE			
ES073	359999	WIRE BASE -VOICE	6.00000	2	12.00
ES167	359999	WIRE PIN BASE	1.50000	3	4.50
ES030	350300	WIRE IN TO USA ACCT-USA DOMESTIC	2.00000	6	12.00
ES141	350120	WIRE BOOK TRANSFER CEO/API	5.00000	2	10.00
		WIRE & OTHER FUNDS TRANSFER SERVICE Subtotal			**38.50**
		INFORMATION SERVICES			
34123	40022Z	CEO ALERTS SERVICE - EMAIL	0.00000	320	0.00
34602	400274	CEO E-BOX RPT - ITEM	0.05000	3,186	159.30
34601	400054	CEO E-BOX RPT SUBSCRIPTION MO BASE	50.00000	1	50.00
34121	400274	CEO INTRADAY REPORTING ITEMS RPTD	0.05000	744	37.20
34120	400055	CEO INTRADAY REPORTING SUBSCRIPTION	10.00000	2	20.00
34115	400271	CEO PREV DAY REPORTING ITEMS LOADED	0.05000	2,255	112.75
34100	400052	CEO PREV DAY REPORTING SUBSCRIPTION	10.00000	6	60.00
27707	400340	CEO SEARCH	0.00000	11	0.00
34205	400003	WIRE TRANSFER REPORT BASE-CEO	10.00000	1	10.00
15017	400003	DESKTOP DEPOSIT MONTHLY BASE	15.00000	3	45.00
		INFORMATION SERVICES Subtotal			**494.25**

		SETUP CHARGES			
06094	251001	ACH FRAUD FILTER - SET UP	10.00000	2	20.00
		GENERAL ACH SERVICES Subtotal			**20.00**
		Total Analyzed Charges			**786.23**
		***Total Fee Based Charges**			**0.00**
		Total Service Charges			**786.23**
		Sweep Services (if Implemented)			
34110	450405	SWEEP ACCOUNT POSITION REPORT	40.00000	1	40.00
22087	450403	SWEEP STAGECOACH MUTUALFND ELECTNIC	0.00000	1	0.00
22094	450200	SWEEP STAGECOACH MUTUAL FND MO BASE	150.00000	1	150.00
		Subtotal			**190.00**

WELLS FARGO

Disclosures

We created this proposal for you based on our understanding of your requirements and the services in which you expressed interest. This proposal confirms the deposit and treasury management services and the pricing we plan to provide you based on certain assumptions including projected volumes and other relevant information you provided.

This document is confidential. Please do not share it without first obtaining our written permission. The services and pricing contained in this proposal are valid for 90 days. The pricing is subject to change if the actual volume or scope of services differs from the assumptions upon which we based the pricing.

This message may contain confidential and/or privileged information. If you are not the addressee or authorized to receive this for the addressee, you must not use, copy, disclose, or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by reply email and delete this message.Thank you for your cooperation.

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City of Farmington/San Juan County

Exhibit F - Banking Fees Cost Proposal Form

The below is a price list of fees pertaining to services required or requested by the agencies within the RFP. Any fees with no volume were for additional services requested in the RFP. The original pricing sheet is included in this document if you 'unhide' the tab within this workbook.

Please see tab titled 'City of Farmington- October' to see how this pricing will be applied for existing services and relationship along with potental revenue from Sweep Services

	City of Farmington						
AFP CODE	**SERVICE DESCRIPTION**	**12 Month Total**	**Average Monthly Volume**	**Monthly Fee**	**Per Transaction / % Fee**	**How Calculated (total, weighted average, etc.)**	**Other/Notes**
00 0230	RECOUPMENT MONTHLY IB	16,041	3,208		0.12750		Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
00 0230	RECOUPMENT MONTHLY	325,435	27,120		0.12750		Fee to partially recover insurance premiums the Bank pays to the FDIC for deposit insurance. Monthly charge based upon average monthly ledger balance. Assessed on per thousand dollar basis. See Commercial Account Agreement for additional information.
01 0000	ACCT MAINTENANCE	58	5	10.00000		Monthly per account	
01 0021	ZERO BALANCE MONTHLY BASE	36	3	5.00000		Per account	
01 0021	SUBACCOUNT MAINTENANCE	360	30	2.00000		Per Subaccoun	
01 0100	DEBITS POSTED	1,753	146		0.05000	Per Transaction	
01 0310	SUB ACCT STATEMENT FEE	12	1		10.00000	Monthly	
05 0000	LBX REMIT PROCESSED CASH	9	2		10.00000	Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0000	LBX REMIT PROCESSED EXPRESS MAIL	193	16		2.25000	Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0002	LBX WT PARTIAL PAYMENT	4,764	397		0.09000	Per Transaction	Lockbox still provided to Farmington- Included Cost
05 0020	LBX WHOLETAIL BASE	12	1	100.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX MONTHLY MAINT (W/CROSS REF)	12	1	100.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX REPORTING PACKAGE MTHLY BASE	12	1	50.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0030	E-BOX REVERSAL REPORTING MTHLY BASE	12	1	0.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0100	LBX WT CHECKS	61,646	5,137		0.00000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011A	LBX CHECK PHOTOCOPY	1,940	162		0.45000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011F	LBX PAPER RETURN	156	31		0.20000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 011L	LBX PAPER PACKAGE BASE	5	1	150.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0122	LBX WT TOTAL PAYMENTS PROCESSED	72,161	6,013		0.16000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0122	LBX WT MULTI PAYMENT	16,593	1,383		0.05000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0129	LBX VALUE ADDED KEYING	62,955	5,246		0.02000	Per keystroke	Lockbox still provided to Farmington- Included Cost
05 01IE	LBX POST OFFICE RETURNED MAIL	1	1		5.00000	Per transaction	Lockbox still provided to Farmington- Included Cost
05 0400	LBX TRANSMISSION BASE	12	1	220.00000		Monthly	Lockbox still provided to Farmington- Included Cost
05 0401	LBX WT TRANSMISSION PER ITEM	74,101	6,175		0.01000	per item	Lockbox still provided to Farmington- Included Cost
05 0410	LBX PKG US MAIL DELIVERY	1,333	111		1.00000	per transaction	Lockbox still provided to Farmington- Included Cost
05 0425	LBX IMAGE FILE IMPORT	136,115	11,343		0.05000	per image	Lockbox still provided to Farmington- Included Cost
05 0530	LBX CORRESPONDENCE OR REJECTS	1,712	143		0.65000	per item	Lockbox still provided to Farmington- Included Cost
05 0600	LBX 7 YEAR IMAGE ARCHIVE	136,115	11,343		0.02000	per image	Lockbox still provided to Farmington- Included Cost
05 0899	LBX WT MARK SENSE OR ADDRESS CHANGE	72,161	6,013		0.05000	per item	Lockbox still provided to Farmington- Included Cost
05 9999	LBX WT STD ITEM PROCESSED NON SCAN	1,940	162		0.30000	per item	Lockbox still provided to Farmington- Included Cost
05 9999	E-BOX PAYMENT	42,019	3,502		0.10000	per item	
05 9999	E-BOX PAYMENT REVERSED	10	1		0.25000	per transaction	
08 0100	PAYMENT MGT WELLSONE VIRTUALCRD PMT		-		0.00000	Per Transaction	Consolidated Payables
10 0006	BRANCH DEPOSIT	364	30		4.00000	per deposit	
10 0006	CASH DEPOSITED IN WF BRANCH	10,779	898		0.00400	per dollar	
10 0010	LOOSE COIN DEPOSITED IN BRANCH	1	1				
10 0015	MISCELLANEOUS CREDITS POSTED	258	22		0.50000	per credit	
10 001A	BRANCH DEPOSIT POST VERIFY	4,509	376		3.00000	per deposit	
10 001A	POST VERIFY CASH DEPOSITED	5,869,352	489,113		0.00300	per dollar	
10 0040	ROLLED COIN FURNISHED BY WF BRANCH	348	29		0.50000	per roll	
10 0040	CURRENCY FURNISHED BY WF BRANCH	35,923	2,994		0.00300	per dollar	
10 0040	CASH ORDER FEE IN A WF BRANCH	226	19		9.00000	per order	
10 0100	CASH VAULT DEPOSIT		-		3.00000	Per Deposit	Cash Vault Services
10 0110	CASH VAULT DEP - ROLLED COIN		-		0.12000	Per Coin Roll	Cash Vault Services
10 0111	CASH VAULT DEP - NONSTD COIN BAG		-		12.00000	Per Nonstandard Coin Bag	Cash Vault Services
10 0113	CASH VAULT DEP - STD COIN BAG		-		3.50000	Per Standard Coin Bag	Cash Vault Services
10 0141	CASH VAULT ORDER - AUTOMATED		-		7.00000	Per Currency Order	Cash Vault Services
10 0144	CASH VAULT COIN ROLLS FURNISHED		-		0.12000	Per Coin Roll	Cash Vault Services
10 0145	CASH VAULT COIN FURN-STD HALF BOX		-		4.00000	Per Coin Box	Cash Vault Services
10 0146	CASH VAULT COIN FURNISHED-STD BOX		-		4.00000	Per Coin Box	Cash Vault Services
10 0147	CASH VAULT ORDER - HALF STD BAG		-		3.00000	Per Half Bag Order	Cash Vault Services
10 0147	CASH VAULT ORDER - FED STD BAG		-		3.00000	Per Coin Bag Order	Cash Vault Services
10 0154	SAFEVANTAGE EXPEDITED CREDIT		-		0.00010	Pass Through for Deposits	Cash Vault Services- Smart Safe
10 0154	SAFEVANTAGE CASH DEPOSITED		-		0.00130	Per Dollar Deposited	Cash Vault Services- Smart Safe
10 0199	CASH VAULT CURRENCY/COIN DEPOSITED		-		0.00060	Per Dollar Deposited	Cash Vault Services
10 0199	CASH VAULT CURRENCY FURNISHED		-		0.00130	Per Dollar Furnished	Cash Vault Services
10 0199	VENDOR FEES-ARMORED CAR/CASH SERV	7,503	625		1.00000		Pass through for vendor fees outside of services charged through analysis
10 0225	DEPOSITED CHECK	39,845	3,320		0.10000	per item	
10 0225	WHOLESALE LOCKBOX - DEPOSITED CHECK	40,107	3,342		0.05000	per check	Lockbox still provided to Farmington- Included Cost
10 0400	RETURN ITEM - CHARGEBACK	146	12		3.00000	per item	
10 0402	RETURN ITEM REDEPOSITED	132	11		1.00000	per itme	
10 0404	ADMIN RETURN ITEM-REPAIRED ACH ITEM	29	5		2.25000	per item	
10 0404	ADMIN RETURN ITEM-REPAIRED AS CHECK	2	1		3.50000	per item	
10 0416	CEO RETURN ITEM SERVICE MTHLY BASE	360	30		0.00000	Monthly per account	
10 0453	RETURN ITEM CONVERTED CHK REDEPOSIT	17	3		2.00000	per item	
10 0453	RETURN ITEM CONVERTED CHK CHGBK IRD	16	3		3.00000	per item	
10 0501	CASH VAULT DEP - ADJUSTMENT		-		2.00000	Per Adjustment	Cash Vault Services
10 0501	ADJ FOR CASH DEPOSITED IN WF BRANCH	8	2		13.00000	per adjustment	
10 0610	DEPOSIT LOCATION REPORTING - ITEM	10,131	844		0.00500	per item	
10 9999	SMART DECISION-ELEC CHECK ACH ONUS	4,545	758			per item	Service no longer provided
15 0030	POSITIVE PAY MONTHLY BASE	36	3	10.00000		monthly per account	
15 0100	DDA CHECKS PAID	8,619	718		0.05000	per check	
15 0122	PAYEE VALIDATION STANDARD-ITEM	8,594	716		0.00000	per check	
15 0222	POSITIVE PAY EXCEPTION CHECKS RETND	14	2		1.00000	per item	
15 0240	CHECK CASHING THRESHOLD MO BASE	12	1	2.00000		Per account	
15 0240	OTC DEBIT BLOCK MONTHLY BASE	12	1	2.00000		Per account	
15 0240	CHECKS PAY TO INDIV BLOCK MO BASE	12	1	2.00000		Per account	
15 0240	PYMT AUTH MAX CHECK MTHLY BASE	12	1	2.00000		Per account	
15 0300	MICR CHECK REJECTS OVER 2%	67	34		0.50000	per item	
15 0310	POSITIVE PAY EXCEPTIONS - ITEM	199	17		1.00000	per item	
15 0310	POS PAY CHECKS WITH NO ISSUE RECORD	21	7		0.00000	per item	
15 0410	STOP PAYMENT - ONLINE	90	8		1.00000	per stop	
15 0500	WF CHK CASHED FOR NONACCT HOLDER	162	14		5.00000	per transaction	
15 0724	POSITIVE PAY EXCEPTION - CEO IMAGE	165	14		0.50000	per item	
15 1350	WELLSIMAGE PAID CHECK MONTHLY BASE	12	1	50.00000		monthly per account	
15 1350	IFI MAINTENANCE PER PRODUCT	12	1	100.00000		monthly	
15 1352	CEO IMAGE VIEW < 90 DAYS - ITEM	125	13		0.05000	per item	
15 1352	CEO IMAGE VIEW > 90 DAYS - ITEM	22	3		0.25000	per item	
15 1353	WELLSIMAGE PAID CHECK PER CD	12	1			Per CD	
15 1399	WELLSIMAGE PAID CHECK PER ITEM	8,441	703		0.03000	Per Item	
15 1870	PAYMENT MANAGER INSERT ITEM		-		0.10000	Per Insert	Consolidated Payables
15 1870	PAYMENT MGR POSTAGE OR OVERNITE RPT		-	15.00000		Per Account	Consolidated Payables
20 0020	ARP MONTHLY BASE - PARTIAL	48	4	15.00000		monthly per account	
20 0100	OUTGOING TRANSMISSION - PER ITEM	8,648	721		0.00500	per item	

20 0120	ARP PARTIAL RECONCILIATION - ITEM	8,619	718		0.03000	per item	
20 0201	ARP PART POSITIVE PAY ISSUE - ITEM	9,762	814		0.02500	per item	
20 0301	ARP OUTPUT - TRANSMISSION	759	63		0.00000	per transaction	
20 0306	ARP OPTIONAL REPORTS	771	64		2.00000	per report	
20 0306	CEO ARP STMT & RPTS MONTHLY BASE	48	4	5.00000		monthly per account	
20 9999	ARP AGED ISSUE RECORDS ON FILE-ITEM	102,809	8,567		0.00000	per item	
25 0000	ACH PAYMENTS BASE FEE	24	2	15.00000		Monthly per account	
25 0000	ACH MONTHLY BASE	36	3	15.00000		monthly per account	
25 0102	SMART DECISION-LOCKBOX ACH	18,925	3,154		0.03500	per item	Service no longer provided
25 0102	ACH PAYMENTS FUTURE DATED ITEM	492	41		0.02500	per item	
25 0102	ACH PAYMENTS SAME DAY ITEM	2	2		0.25000	per item	
25 0102	ACH FUTURE DATED ITEM	30,479	2,771		0.02500	per item	
25 0102	ACH SAME DAY	36,019	3,002		0.25000	per item	
25 0120	ACH ORIGINATED - ADDENDA REC	246	21		0.10000	per item	
25 0201	ELECTRONIC CREDITS POSTED	10,577	881		0.05000	per credit	
25 0202	ACH RECEIVED ITEM	9,659	805		0.02500	per item	
25 0220	ACH RECEIVED ADDENDA	1,994	399		0.00000	per item	
25 0302	ACH RETURN ITEM-MANUAL	63	5		3.00000	per item	
25 0302	ACH RETURN ADMIN -MANUAL	60	5		3.00000	per item	
25 0302	ACH NOC - MANUAL	50	10		5.00000	per item	
25 0312	ACH RETURN UNAUTHORIZED -MANUAL	1	1		3.00000	per return	
25 0312	ACH RETURN UNAUTHORIZED QUALITY FEE	1	1		5.00000	per return	
25 0400	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	72	6	5.00000		monthly per account	
25 0400	ACH CEO RETURN SUBSCRIPTION - ITEM	294	25		0.50000	per item	
25 0500	ACH PAYMENTS ONLINE BATCH RELEASE	172	14		2.00000	per batch	
25 0501	ACH TRANSMISSION CHARGE	352	29		2.00000	per transmission	
25 0622	ACH EXCEPTION PROCESS-DUPLICAT FILE	5	3		10.00000	per file	
25 0703	CEO ACH HYP ITM DET INQ - PER ITEM	6	2		0.50000	per item	
25 0703	ACH CEO SUBSCRIPTION - ACCOUNT	77	7	5.00000		per account	
25 0703	ACH CEO SUBSCRIPTION - ITEM	326	163		0.10000	per item	
25 0710	ACH FAX SERVICE	59	5		7.00000	per fax	
25 0720	ACH CUSTOMER REPORTS	4	1		10.00000	per report	
25 1000	ACH SET UP		-		10.00000	Per Setup	Setup Costs
25 1001	ACH ORIGINATION NEW COMP ID-SET UP		-		10.00000	Per New ACH COID	Setup Costs
25 1001	ACH FRAUD FILTER - SET UP		-		10.00000	Per Setup	Setup Costs
25 1050	ACH CEO FRAUD FILTER REVIEW MO BASE	48	4	1.00000		Monthly per account	
25 1053	ACH CEO FRAUD FILTER REVIEW - ITEM	424	35		2.00000	per item	
25 1070	ACH WELLS FARGO NOC - FAX ADVICE	46	7		5.00000	per fax	
25 1070	ACH NOC - FAX ADVICE	39	6		5.00000	per fax	
25 1120	ACH PAYMENTS SET UP FEE		-		10.00000	Per Setup	Setup Costs
30 0000	PAYMENT MANAGER MONTHLY BASE		-	150.00000		Monthly Per Setup	Consolidated Payables
30 0010	RECEIVABLES MANAGER MONTHLY BASE	36	3	100.00000		monthly per account	
30 0010	CEO EDI PMT DETAIL SUBSC MO BASE	12	1	10.00000		monthly	
30 0100	PAYMENT MGR INBOUND TRANSMISSION		-		5.00000	Per Transmission	Consolidated Payables
30 0100	PAYMENT MGR TEMPLATE TRANSACTION		-		0.02500	Per Transaction	Consolidated Payables
30 0100	PAYMENT MANAGER DOMESTIC ACH TRAN		-		0.02500	Per Transaction	Consolidated Payables
30 0105	PAYMENT MGR RPT SUBSCRIPTION MOBASE		-	15.00000		Per Setup	Consolidated Payables
30 0199	PAYMENT MGR EMAIL SECONDARY APPROVE		-		0.10000	Per E-Mail	Consolidated Payables
30 0200	REC MGR OR E-BOX TRANSMISSION	759	63		2.50000	per transmission	
30 0200	PAYMENT MANAGER ACH CONFIRMATION		-		0.10000	Per Confirmation	Consolidated Payables
30 0210	RECEIVABLES MANAGER RECVD ADDENDA	5,020	418		0.00000	per item	
30 0210	RMGR ITEM CHK AND OTHER ELECTRONIC	24,790	4,958		0.05000	per item	
30 0210	RECEIVABLES MANAGER ACH ITEM	7,837	653		0.05000	per item	
30 0210	RECEIVABLE MGR RETAIL LKBX ITEM	38,796	5,542		0.05000	per item	
30 0221	PAYMENT MGR EMAIL SERVICE		-		0.50000	Per Confirmation	Consolidated Payables
30 0299	PAYMENT MANAGER ACH ADDENDA		-		0.05500	Per Addenda Record	Consolidated Payables
30 0300	PAYMENT MANAGER SET UP		-		2500.00000	Per Setup	Consolidated Payables- **Waived** for Agencies
30 0330	PAYMENT MGR REJECT REPAIR DUPLICATE		-		25.00000	Per File	Consolidated Payables
30 0341	PAYMENT MGR IMPLEMENTATION DEV HOUR		-		200.00000	Per Hour	Consolidated Payables- **Waived** for Agencies
30 0400	PMGR WELLSONE VIRTUAL CRD CONFIRM		-		0.10000	Per Confirmation	Consolidated Payables
30 0502	ENHANCED REMITTANCE EMAIL DELIVERY		-		0.50000	Per Transaction	Consolidated Payables
30 9999	ELECTRONIC COMMERCE INVESTIGATION		-		55.00000	Per Investigation	Consolidated Payables
30 9999	PMGR TOTAL MTH POSTAGE AND HANDLING		-		1.00000	Postage	Consolidated Payables
30 9999	PAYMENT MGR NEXT DAY CHECK		-		1.00000	Per Check Printed	Consolidated Payables
30 9999	PAYMENT MANAGER CHECK INSERTS		-		0.50000	Per Insert	Consolidated Payables
35 0100	WIRE OUT DOMESTIC CEO/API	10	3		5.00000	per wire	
35 0104	PAYMENT MANAGER WIRE OUT DOMESTIC		-		5.00000	Per Wire	Consolidated Payables
35 0120	WIRE BOOK TRANSFER CEO/API	1	1		5.00000	per wire	
35 0300	WIRE IN TO USA ACCT-USA DOMESTIC	67	6		2.00000	per wire	
35 0400	PAYMENT MANAGER WIRE CONFIRMATION		-		0.10000	Per Confirmation	Consolidated Payables
35 9999	WIRE BASE -VOICE	22	2		6.00000	per wire	
35 9999	WIRE PIN BASE	33	3		1.50000	per wire	
40 0003	DESKTOP DEPOSIT MONTHLY BASE	36	3	15.00000		monthly per account	
40 0003	WIRE TRANSFER REPORT BASE-CEO	12	1	10.00000		monthly per account	
40 0052	CEO PREV DAY REPORTING SUBSCRIPTION	72	6	10.00000		monthly per account	
40 0054	CEO E-BOX RPT SUBSCRIPTION MO BASE	12	1	50.00000		monthly per account	
40 0055	CEO INTRADAY REPORTING SUBSCRIPTION	24	2	10.00000		monthly per account	
40 0222	CEO ALERTS SERVICE - EMAIL	5,247	437		0.00000	per email	
40 0271	CEO PREV DAY REPORTING ITEMS LOADED	27,381	2,282		0.05000	per item	
40 0274	CEO INTRADAY REPORTING ITEMS RPTD	3,540	295		0.05000	per item	
40 0274	CEO E-BOX RPT - ITEM	42,018	3,502		0.05000	per item	
40 0340	CEO SEARCH	455	41		0.00000	per search	
40 1001	PHOTOCOPY CUSTOMER SERVICE - ITEM	2	1		20.00000	per item	
45 0200	SWEEP STAGECOACH MUTUAL FND MO BASE		-	150.00000		Per Account	Sweep Services- Money Markey Mutual Fund
45 0405	SWEEP ACCOUNT POSITION REPORT		-	40.00000		Per Account	Sweep Services- Money Markey Mutual Fund

City of Farmington

Harbour, Jennifer <jharbour@fmtn.org>

Upcoming Project

2 messages

Harbour, Jennifer <jharbour@fmtn.org> Tue, Oct 11, 2022 at 3:54 PM
To: mloehman@horizonsofnewmexico.org

Hi Matt,

The City of Farmington has an upcoming procurement for Fiscal Agent Bank, Merchant Services, and Procurement Card Services. Is this something Horizons would be interested in?

Thanks,
--
Jennifer Harbour, CPPB, NIGP-CPP, PMP
Chief Procurement Officer - City of Farmington
505-599-1365

www.fmtn.org

https://fmtn-ebidding.ionwave.net

Matt Loehman <mloehman@horizonsofnewmexico.org> Tue, Oct 11, 2022 at 4:03 PM
To: "Harbour, Jennifer" <jharbour@fmtn.org>

Good afternoon Jennifer,

We will respectfully decline this opportunity.

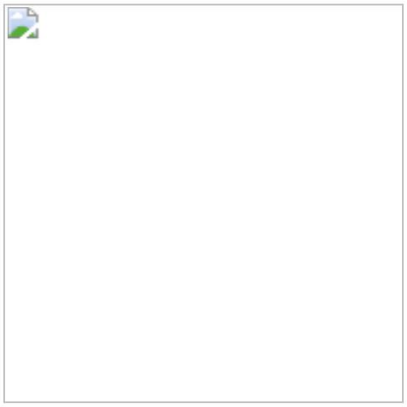
Thank you,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

cell phone: (505) 550-7180
office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org



The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

[Quoted text hidden]

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Wells Contract

Final Audit Report 2024-09-17

Created:	2024-09-17
By:	Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7IirQS3XrMrVv9xuygy9pAAjxHOn9uAQ

"Wells Contract" History

Document created by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-09-17 - 11:13:38 PM GMT- IP address: 63.232.20.2

Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2024-09-17 - 11:16:39 PM GMT

Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2024-09-17 - 11:19:32 PM GMT- IP address: 104.47.64.254

Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2024-09-17 - 11:19:56 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-17 - 11:21:05 PM GMT- IP address: 63.232.20.2

Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-09-17 - 11:21:16 PM GMT - Time Source: server- IP address: 63.232.20.2

Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature
2024-09-17 - 11:21:17 PM GMT

Email viewed by EMILY OSTER (ekoster@santafenm.gov)
2024-09-17 - 11:47:34 PM GMT- IP address: 104.47.64.254

Document e-signed by EMILY OSTER (ekoster@santafenm.gov)
Signature Date: 2024-09-17 - 11:51:53 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-09-17 - 11:51:53 PM GMT

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CITY OF SANTA FE

Date: September 18, 2024

To: Mayor Alan Webber and Governing Body
Finance Committee

Via: Erin McSherry, City Attorney EM
Regina Wheeler, Public Works Director RW

From: **Pat Feghali, Assistant City Attorney** PF
Amy Cawthon, Administrative Manager ac

Subject: **Legal Contract - Midtown Property Projects**

Vendor Name: **Brownstein Hyatt Farber Schreck, LLC**

Vendor Number: **10076**

ITEM AND ISSUE:

The City Attorney's Office respectfully requests your review and approval of Amendment No. 2 to Item #23-0635 with Brownstein Hyatt Farber Schreck, LLC to Increase the Not to Exceed Amount by $70,000 for a New Total of $292,106.25 Including NMGRT for Legal Services. The Public Works Department is funding of this amendment through city general fund contracts funds appropriated for Midtown development.

Amendment #2

1. Contract history
    - Original Contract - $100,000 + $8,187.50 NMGRT = $108,187.50 total
    - Amendment #1 – additional $100,000, = $200,000 + $16,375.00 NMGRT = $216,375.00 total
2. Original City Clerk item number: 23-0635
3. Amendment number: Amendment #2
4. Reason for amendment: Work is ongoing
5. Date of original contract approval by Governing Body: December 11, 2023

Action Requested: Approval of Amendment #2.

BACKGROUND AND SUMMARY:
Contractor provides legal services and advises the City regarding real estate transactions related to the development and disposition of certain parcels of the Midtown Property. Negotiations are nearing completion for the initial parcels but are still ongoing.

PROCUREMENT METHOD:
The procurement is Exempt 3-1-98 SFCC 1987 Section 11-3, subpart (B)(3)

Chief Procurement Officer Approval: _____ **Date:** Sep 20, 2024
Comment/Exceptions: _____

Supporting Information:

CONTRACT NUMBER:
The FY25 Munis contract number is 3204490

$$$$$ SOURCE/REVENUE: ☒Expense ☐Revenue

The funding source is: **Available Fund Balance**
Fund Name/Number: Economic Development /212
Munis Org Name/Number: Metropolitan Redevelopment/2120128
Munis Object Name/Number: Legal Contracts/510200

If the project is grant funded? List grant award number*:* *NO*

Grant Manager / Accounting Officer Approval: _____ **Date:** _____
Comment/Exceptions: _____

Project Ledger #: NO

Budget Officer Approval: Andy Hopkins **Date:** Sep 20, 2024
Comment/Exceptions: _____

CAPITAL ASSET (will this procurement result in a tangible item that costs more than $5,000?):

☐Yes | ☒ No

 # (if known): _____

Repair or Replacement of Existing Equipment:

☐Yes | ☒ No
If yes -> ☐Repair | ☐ Replacement

Please explain: _____

Capital Project:
(New and improvement projects that are going to cost $10,000 or more)
☐ Yes | ☒ No

Project Ledger #: _____

Anticipated length of project: _____

Asset Manager Approval: _____ **Date:** _____
Comment/Exceptions:
_____

Department Approvals:
IT Components: ☐ **Yes** | ☒ **No**
Vehicles: ☐ **Yes** | ☒ **No**
Facilities, Furniture, Fixtures, Equipment: ☐ **Yes** | ☒ **No**

Approval: _____ **Title:** _____ **Date**: _____
Approval: _____ **Title:** _____ **Date**: _____
Comment & Exceptions: _____

Department Contract Administrator Contact Info: Amy Cawthon, Administrative Manager, amcawthon@santafenm.gov, 505-955-6512

ATTACHMENTS:
Amendment #1 & #2
Original Legal Contract
Current COI

Signature:

Email: ekmcsherry@santafenm.gov

Signature: Regina Wheeler
Regina Wheeler (Sep 19, 2024 09:52 MDT)

Email: rawheeler@santafenm.gov

Signature: Patricia Feghali
Patricia Feghali (Sep 18, 2024 15:51 MDT)

Email: pfeghali@santafenm.gov

Signature: Amy Cawthon

Email: amcawthon@santafenm.gov

Memo_Brownstein Amend 2-Final CAO

Final Audit Report 2024-09-19

Created:	2024-09-18
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYWjxy_eu44d42DaBPZfrGhbyoZzn0ANv

"Memo_Brownstein Amend 2-Final CAO" History

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2024-09-18 - 9:43:38 PM GMT

Document emailed to rawheeler@santafenm.gov for signature
2024-09-18 - 9:43:38 PM GMT

Document emailed to pfeghali@santafenm.gov for signature
2024-09-18 - 9:43:39 PM GMT

Document emailed to Amy Cawthon (amcawthon@santafenm.gov) for signature
2024-09-18 - 9:43:39 PM GMT

Document e-signed by Amy Cawthon (amcawthon@santafenm.gov)
Signature Date: 2024-09-18 - 9:44:11 PM GMT - Time Source: server- IP address: 63.232.20.2

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2024-09-18 - 9:49:54 PM GMT- IP address: 104.47.64.254

Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali
2024-09-18 - 9:51:39 PM GMT- IP address: 98.60.104.228

Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2024-09-18 - 9:51:41 PM GMT - Time Source: server- IP address: 98.60.104.228

Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)
2024-09-18 - 11:51:40 PM GMT- IP address: 104.47.64.254

Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)
Signature Date: 2024-09-18 - 11:52:36 PM GMT - Time Source: server- IP address: 216.207.130.218

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Email viewed by rawheeler@santafenm.gov

2024-09-19 - 3:51:46 PM GMT- IP address: 104.47.65.254

Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler

2024-09-19 - 3:52:27 PM GMT- IP address: 93.38.41.171

Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)

Signature Date: 2024-09-19 - 3:52:29 PM GMT - Time Source: server- IP address: 93.38.41.171

Agreement completed.

2024-09-19 - 3:52:29 PM GMT

Item#_____
Munis Contract: 3204490
Original Contract Item# 23-0635
SWPA/GSA/Coop/RFP/ITB #: Exempt

CITY OF SANTA FE
AMENDMENT No. 2 TO
Legal Services Agreement
ITEM# 23-0635

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated December 11, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Brownstein Hyatt Farber Schreck, LLP (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 Contract, Contractor has agreed to provide legal services regarding real estate transactions related to development and disposition of certain parcels of the Midtown Property.

B. Pursuant to Article 13 of the Contract, 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. COMPENSATION.

Article 3, Section B, last paragraph, is amended to increase the amount of compensation by a total of seventy thousand dollars, excluding gross receipts tax, so that Article 3, Section B, last paragraph, reads in its entirety as follows:

> The compensation under this Contract, inclusive of the amount for the Memorandum, is not to exceed two hundred and seventy thousand dollars ($270,000.00), excluding gross receipts tax, unless amended in writing pursuant to Paragraph 13. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling up to twenty-two thousand, one hundred and six dollars and twenty-five cents ($22,106.25) 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 $292,106.25. 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.

CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

_____
ALAN WEBBER, MAYOR

DATE:_____

CONTRACTOR, Brownstein Hyatt Farber Schreck, LLP:

_____
Amy Diaz, SENIOR PARTNER

DATE: 9/16/2024

CRS#: 03126853006
Registration # 236057

ATTEST:

_____
GERALYN CARDENAS, INTERIM CITY CLERK

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Sep 17, 2024 13:35 MDT)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Contract_Amendment 2_Brownstein-Final CAO

Final Audit Report 2024-09-17

Created:	2024-09-17
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA461UQ6m1ACXjOITttaZyRxZIfbnJkudR

"Contract_Amendment 2_Brownstein-Final CAO" History

Document created by Amy Cawthon (amcawthon@santafenm.gov)
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2024-09-17 - 7:11:05 PM GMT

Email viewed by pfeghali@santafenm.gov
2024-09-17 - 7:35:05 PM GMT- IP address: 104.47.64.254

Signer pfeghali@santafenm.gov entered name at signing as Patricia Feghali
2024-09-17 - 7:35:34 PM GMT- IP address: 63.232.20.2

Document e-signed by Patricia Feghali (pfeghali@santafenm.gov)
Signature Date: 2024-09-17 - 7:35:36 PM GMT - Time Source: server- IP address: 63.232.20.2

Agreement completed.
2024-09-17 - 7:35:36 PM GMT

Item# 24-0422
Munis Contract: 3204490
Original Contract Item# 23-0635
SWPA/GSA/Coop/RFP/ITB #: Exempt

CITY OF SANTA FE
AMENDMENT No. 1 TO
Legal Services Agreement
ITEM# 23-0635

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE LEGAL SERVICES AGREEMENT, dated December 11, 2023 (the "Contract"), between the City of Santa Fe (the "City") and Brownstein Hyatt Farber Schreck, LLP (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 Contract, Contractor has agreed to provide legal services regarding real estate transactions related to development and disposition of certain parcels of the Midtown Property.

B. Pursuant to Article 13 of the Contract, 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. COMPENSATION.

Article 3, Section B, last paragraph, is amended to increase the amount of compensation by a total of one hundred thousand dollars, excluding gross receipts tax, so that Article 3, Section B, last paragraph, reads in its entirety as follows:

> The compensation under this Contract, inclusive of the amount for the Memorandum, is not to exceed two hundred thousand dollars ($200,000.00), excluding gross receipts tax, unless amended in writing pursuant to Paragraph 13. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling up to sixteen thousand, eight hundred seventy-five dollars ($16,375.00) 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 ($216,375.00). 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.

CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract 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 Contract as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 27, 2024 12:32 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 27, 2024

CONTRACTOR, Brownstein Hyatt Farber Schreck, LLP:

Amy Diaz, SENIOR PARTNER

DATE: 06.05.2024

CRS#: 03126853006
Registration # 236057

ATTEST:

GERALYNCARDENAS, INTERIM CITY CLERK
GB MTG 06/26/24

CITY ATTORNEY'S OFFICE:

Patricia Feghali
Patricia Feghali (Jun 6, 2024 08:33 MDT)

PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

EMILY OSTER, FINANCE DIRECTOR

CITY OF SANTA FE
LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and Brownstein Hyatt Farber Schreck, LLP, (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall advise the City regarding real estate transactions related to development and disposition of certain parcels of the Midtown Property ("Midtown"). The real estate transactions may be complex and multidimensional.

A. Due to Midtown's complex site history and the need for the City and the Contractor to share a common understanding of that history, the Contractor shall, at the outset of its representation, analyze the Midtown Link Overlay District, Governing Body resolutions, Midtown Master Plan, Community Development Plan, and other project-related documents (collectively, "Project Documents") and prepare a comprehensive memorandum summarizing Midtown's current entitlements (the "Memorandum").

B. After completing the Memorandum, legal services work will include, as it is requested by the City's City Attorney's Office, some combination of the following services:

- Becoming familiar with previously issued Requests for Proposals ("RFPs") and all Exhibits and existing Exclusive Negotiation Agreements ("ENAs") for Midtown redevelopment;
- Advising the City regarding future RFPs and ENAs for development and disposition of parcels for housing, mixed use development, etc.
- Advising on best practices for negotiating and financing large-scale, public-private partnership development projects, based on experience, research, and the unique characteristics of Midtown;
- Advising regarding the City's due diligence investigations and any required disclosures;
- Assisting with or taking the lead on drafting and negotiating purchase and sale agreements ("Disposition and Development Agreements" or "DDAs") for certain parcels, including advising on key performance requirements, benchmarks, and opportunities to protect the City's public interest in the development phasing; and advising on protecting the City's long-term interest in the multi-phased, multi-year development program;
- Satisfying pre-closing conditions and preparing for closing;
- Closing title;
- Resolving any post-closing items; and
- Assisting with drafting legal terms regarding financial and other transactions that include obligations for implementing infrastructure or other development activities.

- Provide counsel and representation, as needed, in relation to Local Economic Development Act incentives, tax incentives, the New Mexico Affordable Housing Act, and other development opportunities.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law.

3. COMPENSATION

A. Memorandum: The Contractor shall prepare the Memorandum described in 1.A. at a fixed-fee amount of $15,000, excluding GRT, to be paid upon the City Attorney's Office written acceptance of the Memorandum.

B. Other Services: Following completion of the Memorandum, the City shall pay to the Contractor in full payment for all other services satisfactorily performed at the following rates. The Contractor records time in 6-minute increments, and Contractor's monthly billing statements will be based on time recorded in those increments.

	Commencing upon completion of the Memorandum	Commencing on January 1, 2025
Amy Diaz	$595 / hour	$625 / hour
Greg Vallin	$595 / hour	$625 / hour
Caitlin Quander	$545 / hour	$575 / hour
Andrew Rothberg	$425 / hour	$450 / hour
Angela Hygh	$410 / hour	$435 / hour
Matthew Nilsen	$400 / hour	$420 / hour
Kathy Oster, Paralegal	$355 / hour	$375 / hour
Taylor Wright, Paralegal	$300 / hour	$315 / hour

In the course of the Contractor's representation, it is anticipated that Amy Diaz will supervise and coordinate most of the work on this matter, with the assistance of the attorneys and paralegals listed above. If it becomes necessary for the Contractor to replace an attorney or paralegal listed above, the Contractor will provide the City with written notice of the replacement attorney or paralegal of comparable experience and hourly rate. In addition, to best serve the City's interests, the Contractor may recommend other attorneys affiliated with Contractor with specialized expertise to assist on this matter, provided that the Contractor shall obtain the City's prior written consent before engaging any such attorney on this matter.

It is anticipated that most third-party costs, including large format printing, title fees, recording fees, closing costs, survey, engineering, and consultant fees, will be incurred directly by the City and not advanced by the Contractor on the City's behalf. However, in addition to fees incurred for legal work, the City agrees to reimburse the Contractor for certain third-party expenses incurred by the Contractor on the City's behalf, such as ordinary postage, overnight delivery fees, electronic filing fees, or pre-approved expert fees (collectively, "Costs"), provided that such Costs do not exceed five hundred dollars ($500.00) per month without the City's prior consent.

The compensation under this Contract, inclusive of the amount for the Memorandum, is not to exceed one hundred thousand dollars ($100,000.00), excluding gross receipts tax, unless amended in writing pursuant to Paragraph 13. The New Mexico gross receipts tax levied on the amounts payable under this Agreement totaling up to eight thousand, four hundred thirty-seven dollars and fifty cents ($8437.50) 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 ($108,437.50). 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.**

C. Payment: 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.

D. Monthly Invoices: Contractor must submit a detailed statement accounting for all services performed and Costs 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.

E. Retainer Deposit: The City agrees to deposit the sum of $5,000 as an advance fee deposit and as security for the Contractor's final invoice. This deposit will be held in the Contractor's trust account for this representation, and the Contractor will bill the City monthly. The City agrees to pay the Contractor's undisputed bills on monthly basis following the City's receipt of a detailed monthly invoice, and the Contractor will apply such

payments to its legal fees and Costs. Upon the conclusion of the representation, the Contractor will apply the deposit against its final invoice, and any unused amount remaining in the trust account will be returned to the City after payment in full of its final bill.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **December 31, 2025,** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with NMSA 1978, Section 13-1-150, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in NMSA 1978, Section 13-1-150.

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 provided by the applicable Rules of Professional Conduct or 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 following the conclusion of the engagement and the termination of the attorney-client relationship 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, except as allowed under the applicable Rules of Professional Conduct.

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.

E. Contractor's engagement is limited as described in Section 1. Scope of Services of this Agreement ("Services"). Contractor and City have agreed that Contractor's representation is solely of the City and does not constitute a representation of any other entity. Contractor may currently represent clients on matters adverse to City or subdivisions,

departments, or agencies of the City, and Contractor reserves the right to do so in the future, provided however, that the attorneys working on this matter, identified under Section 3 of the contract, would not represent other clients adverse to the City during the term of this agreement and any amendments.

As a condition to our undertaking this matter for City, City agrees that Contractor may represent existing or new clients in any future matter that is not substantially related to our work for City as defined in Section 1 of this Agreement, even if the interests of such clients in those other matters are directly adverse to City. Contractor has advised City to consult with independent counsel before providing consent and agreeing to this advance waiver, and has adequate opportunity to do so.

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

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 NMSA 1978, Section 38-3-1(G). 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.

Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

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:

(1)Bodily injury: $1,000,000 per person /$1,000,000 per occurrence.

(2)Property damage or combined single limit coverage: $1,000,000.

(3)Automobile liability (including non-owned automobile coverage): $1,000,000.
(4)Umbrella: $1,000,000.

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 indemnify and the City 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 professionally negligent act or failures to act of the Contractor, its officers, employees, servants, subcontractors or agents, subject to and only to the extent such indemnification is not inconsistent with the coverage provided by Contractor's professional liability insurance policy. 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. Nothing in this provision shall broaden the Contractor's liability for negligent or tortious acts or omissions beyond that provided by governing law (including comparative and contributory negligence principles) or impose liability on the Contractor where no negligent or tortious conduct is proven. This provision shall not apply to any settlement or payment effected without prior written consent of the Contractor.

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: Erin K. McSherry, City Attorney
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
ekmcsherry@santafenm.gov

To the Contractor: Amy Diaz
201 Third Street NW
Suite 1800
Albuquerque, NM, 87102-4386
adiaz@bhfs.com

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.

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:

John Blair
John Blair (Dec 11, 2023 17:32 MST)

JOHN BLAIR, CITY MANAGER

DATE: Dec 11, 2023

Brownstein Hyatt Farber Schreck, LLP:

Amy Diaz
SENIOR PARTNER

DATE: 11/13/2023

CRS# 03126853006

City Business
Registration # 236057

ATTEST:

Geralyn Cardenas (Dec 12, 2023 10:54 MST)

GERALYN CARDENAS, INTERIM CITY CLERK

XIV

CITY ATTORNEY'S OFFICE:

Erin McSherry
Erin McSherry (Oct 18, 2023 11:50 MDT)

ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Dec 11, 2023 15:04 MST)

EMILY OSTER, FINANCE DIRECTOR

1002550.510200

Business Unit Line Item

Procurement_Checklist_Brownstein Amend 1

Final Audit Report 2024-06-05

Created:	2024-06-05
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACFOngntyx9htx5oTcVRs6DV3GlslsUMS

"Procurement_Checklist_Brownstein Amend 1" History

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Brownstein Amendment 1 PACKET

Final Audit Report 2024-06-13

Created:	2024-06-10
By:	Kristy Miera (kamiera@santafenm.gov)
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2024-06-10 - 4:20:02 PM GMT

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2024-06-12 - 1:55:41 PM GMT- IP address: 172.226.190.13

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2024-06-13 - 3:00:47 PM GMT- IP address: 104.28.57.246

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2024-06-13 - 8:45:09 PM GMT- IP address: 63.232.20.2

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Agreement completed.

2024-06-13 - 11:22:02 PM GMT

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Signature: XAVIER VIGIL (Jun 27, 2024 12:20 MDT)

Email: xivigil@santafenm.gov

BROWNST-01 KOLEMANFICHT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/6/2024

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: Casey Stalter
Thompson Flanagan & Company, LLC 626 West Jackson Blvd 5th Floor Chicago, IL 60661	PHONE (A/C, No, Ext): (312) 239-2806 92806 FAX (A/C, No): E-MAIL ADDRESS: cstalter@thompsonflanagan.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyds London (IL)	15792
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Brownstein, Hyatt, Farber & Schreck, L.L.P.
675 15th Street, Suite 2900
Denver, CO 80202

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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	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	Professional Liab.			B0572MR240862	5/1/2024	5/1/2025	Per Claim	
A	Professional Liab.			B0572MR240862	5/1/2024	5/1/2025	Aggregate	

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

The insured's limits of liability meet or exceed the required amount

The Primary Policy is a Quota-Share Policy between LLoyd's of London (Tysers) ((65%)), Scottsdale Insurance Company (Huntersure) ((15%)), National Fire & Marine Insurance Co. (Berkshire) ((10%)), Columbia Casualty Company (C.N.A.) ((5%)), and Endurance American Specialty Insurance Company (Sompo) ((5%)).

CERTIFICATE HOLDER

City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

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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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thompson Flanagan & Company, LLC		Brownstein, Hyatt, Farber & Schreck, L.L.P. 675 15th Street, Suite 2900 Denver, CO 80202
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Primary Quota-Share
Scottsdale Insurance Company (Huntersure) ((15%))
Policy Number: MSTLPL-00160

National Fire & Marine Insurance Co. (Berkshire) ((10%))
Policy Number: 42-EPP-303092-08

Columbia Casualty Company (C.N.A.) ((5%))
Policy Number: 652334162

Endurance American Specialty Insurance Company (Sompo) ((5%)).
Policy Number: LPW30018918702

1st Excess Carrier
Aspen Specialty Insurance Company
Policy Number: LX00LUQ24

2nd Excess Quota-Share Carriers
The second excess policy is a Quota-Share Policy between Evanston Insurance Company (Markel) ((50% Line)) and Columbia Casualty Company (CNA) ((50% Line))

Evanston Insurance Company (Markel) ((50% Line))
Policy Number: MKLV7PL0006402

Columbia Casualty Company (C.N.A.) ((50% Line))
Policy Number: 652334193

3rd Excess Quota-Share Carriers
The third excess policy is a Quota-Share Excess policy between Peleus Insurance Company (Argo Pro) ((50% Line)) and Hudson Excess Insurance Company (50% Line)

Peleus Insurance Company (Argo Pro) ((50% Line))
Policy Number: XPL409435-7

Hudson Excess Insurance Company (50% Line)
Policy Number: LPX-10000042-1

4th Excess Quota-Share Carriers
The fourth excess policy is a Quota-Share Policy between Endurance American Specialty Insurance Company (Sompo) ((50% Line)) and Great American Insurance Company (50% Line)

Endurance American Speicalty Insurance Company (Sompo) ((50% Line))
Policy Number: LXT300189180012

Great American Insurance Company (50% Line)
Policy Number: LAXE558735

5th Excess Quota-Share Carriers
The fifth excess policy is a Quota-Share Excess Policy between Ironshore Specialty Insurance Company (67% Line) and Crum & Forster Specialty Insurance Company (33% Line)

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ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Thompson Flanagan & Company, LLC		Brownstein, Hyatt, Farber & Schreck, L.L.P. 675 15th Street, Suite 2900 Denver, CO 80202
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Ironshore Specialty Insurance Company (67% Line)
Policy Number: LPL7CABV4D7005

Crum & Forster Specialty Insurance Company (33% Line)
Policy Number: LPL-106645

6th Excess Quota-Share Carriers
The sixth excess policy is a Quota-Share Excess Policy between Westfield Specialty Insurance Company (20% Line), Texas Insurance Company (Applied) ((20% Line)), Vantage Specialty Insurance Company (20% Line), QBE Specialty Insurance Company (20% Line), and Palms Insurance Company, Ltd. (20% Line).

Westfield Specialty Insurance Company (20% Line)
Policy Number: ELP-321402W-01

Texas Insurance Company (Applied) ((20% Line))
Policy Number: BFLLLETCO011400_021435_02

Vantage Specialty Insurance Company (20% Line)
Policy Number: P03PL0000035011

QBE Specialty Insurance Company (20% Line)
Policy Number: 130004778

Palms Insurance Company, Ltd. (20% Line)
Policy Number: NPPLPXBA0020-01

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Final Audit Report 2024-09-20

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By:	JAMES EDWARDS (jwedwards@santafenm.gov)
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Agreement completed.

2024-09-20 - 9:21:37 PM GMT

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CITY OF SANTA FE

Memorandum

Date: August 9, 2024

To: Public Works and Utilities Committee and Governing Body

From: Erin K. McSherry, City Attorney EM

RE: Soldier's Monument Next Steps

EXECUTIVE SUMMARY

If adopted, the proposed resolution would require the City Manager to investigate the feasibility of relocating the Soldiers' Monument from the center of the Santa Fe Plaza to the Santa Fe National Cemetery. If relocation is feasible the City Manager will proceed with proposing budget and contracts for removing the plaque that originally stated "To the heroes who have fallen in the various battles with savage Indians in the Territory of New Mexico" and for relocating the monument including steps to preserve, protect, and minimize harm to the Plaza, preserving its historic social and economic purposes as a place of community gathering and celebration, inclusive for all.

BACKGROUND

In October of 2020, protestors damaged and tore down the upper portion of Soldier's Monument at the center of the Plaza. Through the "Culture History Art Reconciliation and Truth" ("CHART") process, adopted by resolution in 2021, the Governing Body sought public feedback and recommendations regarding a variety of matters, including the path forward for the Soldiers' Monument. The CHART final report, issued in 2022, concluded that there was division in the Santa Fe community regarding the desired next steps for the Monument. In the Spring of 2023, Councilors proposed and later withdrew a resolution that proposed to reassemble the Soldiers' Monument in the Plaza, preserving its cracks to document its history, and to add inclusive language to the base. This resolution represents a second proposal for the Soldiers' Monument.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Alma Castro

Councilor Amanda Chavez

A RESOLUTION

DIRECTING THE CITY MANAGER TO INVESTIGATE THE FEASIBLITY OF RELOCATING THE SOLDIERS' MONUMENT TO THE SANTA FE NATIONAL CEMETERY AND, IF FEASIBLE, TO TAKE APPROPRIATE STEPS TO RELOCATE THE MONUMENT; RECOGNIZING THE DISTINCT PURPOSES OF THE PLAZA AND THE MONUMENT.

WHEREAS, the Governing Body of the City of Santa Fe ("City") recognizes the community's need to move forward after the emotional events of October 2020, when the obelisk located in the Santa Fe Plaza ("Plaza"), also known as the "Soldiers' Monument" or "Obelisk", was damaged and partially torn down; and

WHEREAS, the City sought public feedback and a recommendation regarding the Soldiers' Monument during the "Culture History Art Reconciliation and Truth" ("CHART") process; and

WHEREAS, CHART's final report, published in August of 2022, stated that "Data collected over 11 months of public engagement (including dialogues, meetings, conversations,

interviews, phone calls and email communications) and the results of two surveys indicate that the Santa Fe community is still divided about what to do about Soldier's Monument"; and

WHEREAS, ongoing public division about the Soldiers' Monument was evidenced in the Spring of 2023 when four City councilors introduced a resolution proposing to reassemble it, preserving the cracks as part of history, and incorporating new, more inclusive language around its base; and

WHEREAS, after receiving hours of largely unsupportive public testimony about the proposed resolution, including polarized perspectives, some members of the public describing pain felt regarding the existence of the Soldiers' Monument and other members of the public describing pain felt as a result of damage to the Soldiers' Monument, the councilors decided to withdraw the resolution from further consideration by the Governing Body; and

WHEREAS, the Plaza is listed on the National and State Registries of Historic Properties because, in 1975, the City nominated the City park for that recognition with the federal government ("City's Nomination"); and

WHEREAS, the City's Nomination was very clear that the property it was nominating was *the Plaza* rather than any particular object then existing in the Plaza:

- The City's Nomination identifies 1609 as the year of the founding of the City of Santa Fe, when the Plaza began as a "feature" of the City, and 1846 as the year that, from the Plaza, General Kearny proclaimed the annexation of New Mexico into the United States; and
- The City's Nomination describes the condition of the Plaza as "altered": having decreased from two city blocks to one and now including landscaping, flagstone, walks, benches, and cottonwood trees"; by contrast, "[i]n Spanish times", the Plaza was once twice as large and "an open expanse of packed dirt"; and
- The City's Nomination, states that after 1846, "[u]pon the arrival of the Anglo-

Americans, the Plaza was fenced in and planted with alfalfa, then reduced to its present size, and finally enclosed by buildings on the three sides confronting the Palace"; and

- The City's Nomination described the Plaza as a "site", rather than a "structure" or "object"; the "present use" as a "park", rather than "museum", "government", or "military", among other options; described access as "unrestricted" rather than "restricted"; and described the significance as "transportation", with the explanation that, beginning in 1821, the trade route to Santa Fe from the United States was opened and "the Plaza provided the final goal for the caravans on their eight- or ten-week journeys" for traders and travelers on the Santa Fe Trail; and
- The City's Nomination describes the Soldiers' Monument as present in the Plaza ("a soldiers' monument erected after the Civil War"), but did not identify the Soldiers' Monument as the basis for the Plaza's significance, nor did it identify the significance of the Plaza under any of the following available options: "sculpture", "military", "politics/government", "art", "exploration/settlement", or "landscape architecture"; and

WHEREAS, the Soldiers' Monument's purpose is distinct from the Plaza's; the Soldiers' Monument was funded by the Territorial Legislature of New Mexico in the 1860s and erected on federal land to recognize local veterans: three sides of the base of the Soldiers' Monument commemorate soldiers who fought in the United States Civil War in battles with Confederate forces, including in the Battle of Glorieta Pass that allowed the Union to retain control of the American Southwest; and the fourth side originally stated "To the heroes who have fallen in the various battles with savage Indians in the Territory of New Mexico" ("Fourth Plaque"); and

WHEREAS, the Soldiers' Monument, its plaques, and its location on the Plaza have been controversial for at least the last 115 years:

- In 1909, New Mexico Governor Bransford Prince publicly opposed a proposal to cut out the word ‘Rebel’ in three places on the plaques and replace it with “Confederate”.
- In July of 1973, the City’s Council voted to remove the entire Soldiers’ Monument after receiving a letter from then Governor Bruce King that requested removal of the Fourth Plaque, stating that the “word ‘savage’ was offensive to Indians and non-Indians".
- In September of 1973, the City Manager reported that David King, the State Planning Officer at that time, requested that the Council rescind its action regarding the Soldiers’ Monument and the Council voted to rescind.
- In 1974, someone chiseled out the word “savage” from the Fourth Plaque and, shortly thereafter, the All Indian Pueblo Council "strongly urged that” the word savage not ever appear on the Soldiers’ Monument again.
- In 2000, the NAACP, Santa Fe Branch, submitted a Guest Editorial responding to the Historic Santa Fe Foundation, defending the NAACP’s proposal to remove the Soldiers’ Monument from its location in the Plaza, noting that “we . . . have a beautiful Ve[]teran’s Cemetery w[h]ere we have many ceremonies every year to honor those killed, as a potential ideal setting for the monument.”
- Also in 2000, the Historical Society of New Mexico wrote to the City of Santa Fe’s Mayor, Council, Manager and “People of Santa Fe” that “the words ‘savage Indians’ excluded the Pueblo Indians who had always been regarded by the Spanish, the Mexicans and then the ‘Anglos’ as ‘civilized’ Indians, and [i]n that removal or destruction of the Monument would be akin to ‘book burning’. . .” .

WHEREAS, the Plaza previously featured other structures in its center; a 1992 Archeological Report regarding the Plaza describes at least three prior structures:

- a rock sundial in the late 1820s;
- a pyramid that replaced the sundial, "fifty feet in height", erected as a "momento" of Mexican independence, which came down in 1845; and
- a bullring that briefly replaced the pyramid; and

WHEREAS, the City's Historic District Code does not apply to the Soldiers' Monument and associated structures because they are "objects" excluded from the Code's requirements; "objects" include "*sculpture*, *monuments*, *boundary markers*, *statuary* and fountains". *See* SFCC 1987, § 14-12.1 (emphasis added); and

WHEREAS, the New Mexico Prehistoric and Historic Sites Preservation Act, NMSA 1978, Sections 18-8-1 to -8 ("PHSPA"), applies to a City program or project if the project would (1) be an adverse effect on the Plaza; and (2) has a prudent or reasonable alternative. *See* Sections 18-8-7; and 18-8-3(C); and

WHEREAS, the City of Albuquerque and Rio Arriba County have recently suffered violence in relation to the placement of controversial monuments spaces; for example, on September 28, 2023, a shooter violently attacked community members celebrating Rio Arriba County officials' decision to postpone the County's plans to relocate a statue of conquistador Juan de Oñate to just outside the County Annex building; and, on June, 2020, there was a shooting in Albuquerque during a protest of a statue of the conquistador Juan de Onate; and

WHEREAS, continuing the status quo of a plywood box surrounding the Soldiers' Monument's base or reconstructing the Soldiers' Monument in the Plaza detract from its use as a community gathering space and reconstruction could be a safety threat to the public; and

WHEREAS, the Santa Fe National Cemetery ("National Cemetery"), located approximately one mile northwest from the Plaza, is a national shrine to veterans; it flies the U.S. flag over well-kept grounds and headstones and monuments that commemorate the lives and services of veterans; and

WHEREAS, at the close of the Civil War, the federal government established what became the National Cemetery for the reinterment of Union soldiers who died during the Civil War there.

WHEREAS, initial interments at the National Cemetery were the remains of 265 U.S. soldiers from the battlefields of Glorieta, Koslouskys, and Fort Marcy.

WHEREAS, the National Cemetery also includes monuments and memorials dedicated to groups of veterans, including several memorials honoring veterans who served during the 1800s; a memorial to World War II Glider Pilots; a memorial to Women Who Served in the Navy; and a China-Burma-India Veterans Memorial dedicated to the memory of the men and women who fought in World War II; and

WHEREAS, the National Cemetery's dedicated purposes and the Soldiers' Monument's purposes are aligned; and

WHEREAS, determining the next steps for the Soldiers' Monument requires the Governing Body to propose a plan; and

WHEREAS, relocating the Soldiers' Monument to the National Cemetery would not adversely affect the Plaza; and

WHEREAS, there is not a prudent and feasible alternative to relocating the Soldiers' Monument to the National Cemetery: the relocation would protect both the Plaza and the Soldiers' Monument and would sustain, if not enhance, the historic basis for the City's Nomination, including the importance of the Plaza's location at the end of the Santa Fe Trail and the Plaza's use as a central and historic town plaza and park that is accessible to all, used as a community gathering place for social and economic purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City is committed to the Plaza's continued use as a City park and central plaza, accessible to all; and to continuing the Plaza's historic social and economic purposes,

featuring community gatherings and celebrations.

BE IT FURTHER RESOLVED that the City Manager shall investigate whether it is feasible to move the Soldiers' Monument to the National Cemetery, preferably close to where the Civil War soldiers that the Monument commemorates were laid to rest.

BE IT FURTHER RESOLVED that, if the relocation is feasible, the City Manager shall proceed with proposing budget and contracts to expend funds to remove the Fourth Plaque and relocate the Soldiers' Monument, including steps to preserve, protect, and minimize harm to the Plaza.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10572.1

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Soldier's Monument Next Steps

Sponsor(s): Councilors Carol Romero-Wirth, Alma Castro, and Amanda Chavez

Reviewing Department(s): City Attorney's Office

Staff Completing FIR: Erin McSherry **Date:** 8/8/2024 **Phone:** (505) 955-6512

Reviewed by City Attorney: Erin McSherry **Date:** Aug 9, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Aug 9, 2024

Summary:
If adopted, the proposed resolution would require the City Manager to investigate the feasibility of relocating the Soldiers' Monument from the center of the Santa Fe Plaza to the Santa Fe National Cemetery. If relocation is feasible, the City Manager would propose the budget and contracts to remove the plaque that included language about "savage Indians" and relocate the Soldiers Monument, while preserving, protecting, and minimizing harm to the Plaza.

Departments Affected:
The City Manager

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City Manager will not investigate the feasibility of relocating the Soldiers' Monument to the Santa Fe National Cemetery, nor will the City Manager propose budget and contracts for the relocation.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
None.

Performance and Administrative Implications:
This Resolution calls for the City Manager to investigate the feasibility of relocating the Soldiers Monument. If feasible, the City Manager would take the appropriate steps to relocate the monument and remove the plaque with language about "savage Indians" from the Soldiers' Monument.

Fiscal Implications:
This FIR estimates the budgetary impact for the feasibility assessment for relocation, including cost assessments for future contracts. It does not include the cost of reconstruction and relocation.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$ 10,000	$	$	N	NR	100	
Operating	$	$	$				$
Total:	$	$	$				$

Expenditure Narrative: Ten thousand is likely a high estimate for the feasibility and cost assessment services called for in the Resolution.

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$	$	$		

Revenue Narrative:

September 11, 2024

Honorable Mayor and Governing Body,

The Veteran's Advisory Board was initially inclined to support the City Council Resolution to relocate the Soldier's Monument from the plaza to the Santa Fe National Cemetery. The unknown question at the time, however, was whether or not the cemetery and, more explicitly, the Office of Memorial Affairs at the VA, would approve a relocation application from the city. The city leadership had reached out to the cemetery director but had not discussed its resolution with the Office of Memorial Affairs.

In doing research into this issue, we found a memorandum dated January 3, 2009 from the Under Secretary of Memorial Affairs titled *Guidelines and Requirements for Review and Acceptance of Memorials in National Cemeteries*. This document establishes policies and procedures for organizations wishing to establish memorials on national cemeteries.

In three places in the document there are clear restrictions on the memorials that would be approved. The language in each is essentially identical. In paragraphs 3.1.6 (Commemorative Works), 3.3.6 (Inscriptions), and 4.1.6 (Standardized Memorial Monuments) the guidelines note that applications for memorials that "could be considered offensive" will not be approved. Given the history of controversy and vandalism surrounding the Soldier's Monument, we are highly skeptical the VA's Office of Memorial Affairs would look favorably on a request from the City of Santa Fe to relocate the monument to the National Cemetery.

The Veteran's Advisory Board therefore recommends the city retain the monument on the plaza, its historic resting place, and undertake the following measures:

- Restore the obelisk on top of the monument's base
- Contract for the construction of a neutrally-worded plaque to cover the controversial inscription on the north-facing plinth
- Update the interpretive brass plaque on the concrete stand at the south side of the monument to add an explanation as to why a new plaque was installed on the north-facing plinth
- Install security cameras to monitor the monument 24/7 as a deterrent to any further vandalism

The Board recognizes that any solution as to the location of the monument will meet with opposition from some. Given the long history of the monument on the plaza, we believe that keeping it in its present location with the added measures addressed above is a solution likely to be the least offensive to citizens and veterans in Santa Fe.

***Voted on 09/10/2024**
APPROVED Unanimously by the Members of the Veterans Advisory Board of the City of Santa Fe

Respectfully submitted,

Jim Williams, Chairperson

CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT TO RESOLUTION NO. 2024-__
Establishing Next Steps the Soldiers' Monument Oblisk

Mayor and Members of the City Council:

In relation to Resolution No. 2024-__:

DIRECTING THE CITY MANAGER TO INVESTIGATE THE FEASIBLITY OF RELOCATING THE SOLDIERS' MONUMENT TO THE SANTA FE NATIONAL CEMETERY AND, IF FEASABLE, TO TAKE APPROPRIATE STEPS TO RELOCATE THE MONUMENT; RECOGNIZING THE DISTINCT PURPOSE OF THE PLAZA AND THE MONUMENT.

I intend to propose the following amendment(s)

1. On page 1, line 13, after the word "AND" ***delete "***, IF FEASIBLE, TO TAKE APPROPRIATE STEPS TO RELOCATE THE MONUMENT;".
2. On page 7, lines 5 to 8, ***delete*** "BE IT FURTHER RESOLVED that, if the relocation is feasible, the City Manager shall proceed with proposing budget and contracts to expend funds to remove the Fourth Plaque and relocate the Soldiers' Monument, including steps to preserve, protect, and minimize harm to the Plaza."

This amendment WILL change the caption. ___X__

This amendment WILL NOT change the caption. _____

Respectfully submitted,

Michael Garcia, Councilor

Approved as to Form:

Erin K. McSherry, City Attorney

10572.1(A)

ADOPTED: _____X_____
NOT ADOPTED: _____
DATE: 9/18/2024

_____
GERALYN F. CARDENAS, Interim City Clerk

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Councilor Carol Romero-Wirth

Councilor Alma Castro

Councilor Amanda Chavez

GREEN - Amendment A Garcia

A RESOLUTION

DIRECTING THE CITY MANAGER TO INVESTIGATE THE FEASIBLITY OF RELOCATING THE SOLDIERS' MONUMENT TO THE SANTA FE NATIONAL CEMETERY AND~~, IF FEASIBLE, TO TAKE APPROPRIATE STEPS TO RELOCATE THE MONUMENT;~~ RECOGNIZING THE DISTINCT PURPOSES OF THE PLAZA AND THE MONUMENT.

WHEREAS, the Governing Body of the City of Santa Fe ("City") recognizes the community's need to move forward after the emotional events of October 2020, when the obelisk located in the Santa Fe Plaza ("Plaza"), also known as the "Soldiers' Monument" or "Obelisk", was damaged and partially torn down; and

WHEREAS, the City sought public feedback and a recommendation regarding the Soldiers' Monument during the "Culture History Art Reconciliation and Truth" ("CHART") process; and

WHEREAS, CHART's final report, published in August of 2022, stated that "Data collected over 11 months of public engagement (including dialogues, meetings, conversations,

interviews, phone calls and email communications) and the results of two surveys indicate that the Santa Fe community is still divided about what to do about Soldier's Monument"; and

WHEREAS, ongoing public division about the Soldiers' Monument was evidenced in the Spring of 2023 when four City councilors introduced a resolution proposing to reassemble it, preserving the cracks as part of history, and incorporating new, more inclusive language around its base; and

WHEREAS, after receiving hours of largely unsupportive public testimony about the proposed resolution, including polarized perspectives, some members of the public describing pain felt regarding the existence of the Soldiers' Monument and other members of the public describing pain felt as a result of damage to the Soldiers' Monument, the councilors decided to withdraw the resolution from further consideration by the Governing Body; and

WHEREAS, the Plaza is listed on the National and State Registries of Historic Properties because, in 1975, the City nominated the City park for that recognition with the federal government ("City's Nomination"); and

WHEREAS, the City's Nomination was very clear that the property it was nominating was *the Plaza* rather than any particular object then existing in the Plaza:

- The City's Nomination identifies 1609 as the year of the founding of the City of Santa Fe, when the Plaza began as a "feature" of the City, and 1846 as the year that, from the Plaza, General Kearny proclaimed the annexation of New Mexico into the United States; and
- The City's Nomination describes the condition of the Plaza as "altered": having decreased from two city blocks to one and now including landscaping, flagstone, walks, benches, and cottonwood trees"; by contrast, "[i]n Spanish times", the Plaza was once twice as large and "an open expanse of packed dirt"; and
- The City's Nomination, states that after 1846, "[u]pon the arrival of the Anglo-

Americans, the Plaza was fenced in and planted with alfalfa, then reduced to its present size, and finally enclosed by buildings on the three sides confronting the Palace"; and

- The City's Nomination described the Plaza as a "site", rather than a "structure" or "object"; the "present use" as a "park", rather than "museum", "government", or "military", among other options; described access as "unrestricted" rather than "restricted"; and described the significance as "transportation", with the explanation that, beginning in 1821, the trade route to Santa Fe from the United States was opened and "the Plaza provided the final goal for the caravans on their eight- or ten-week journeys" for traders and travelers on the Santa Fe Trail; and
- The City's Nomination describes the Soldiers' Monument as present in the Plaza ("a soldiers' monument erected after the Civil War"), but did not identify the Soldiers' Monument as the basis for the Plaza's significance, nor did it identify the significance of the Plaza under any of the following available options: "sculpture", "military", "politics/government", "art", "exploration/settlement", or "landscape architecture"; and

WHEREAS, the Soldiers' Monument's purpose is distinct from the Plaza's; the Soldiers' Monument was funded by the Territorial Legislature of New Mexico in the 1860s and erected on federal land to recognize local veterans: three sides of the base of the Soldiers' Monument commemorate soldiers who fought in the United States Civil War in battles with Confederate forces, including in the Battle of Glorieta Pass that allowed the Union to retain control of the American Southwest; and the fourth side originally stated "To the heroes who have fallen in the various battles with savage Indians in the Territory of New Mexico" ("Fourth Plaque"); and

WHEREAS, the Soldiers' Monument, its plaques, and its location on the Plaza have been controversial for at least the last 115 years:

- In 1909, New Mexico Governor Bransford Prince publicly opposed a proposal to cut out the word ‘Rebel’ in three places on the plaques and replace it with “Confederate”.
- In July of 1973, the City’s Council voted to remove the entire Soldiers’ Monument after receiving a letter from then Governor Bruce King that requested removal of the Fourth Plaque, stating that the “word ‘savage’ was offensive to Indians and non-Indians".
- In September of 1973, the City Manager reported that David King, the State Planning Officer at that time, requested that the Council rescind its action regarding the Soldiers’ Monument and the Council voted to rescind.
- In 1974, someone chiseled out the word “savage” from the Fourth Plaque and, shortly thereafter, the All Indian Pueblo Council "strongly urged that” the word savage not ever appear on the Soldiers’ Monument again.
- In 2000, the NAACP, Santa Fe Branch, submitted a Guest Editorial responding to the Historic Santa Fe Foundation, defending the NAACP’s proposal to remove the Soldiers’ Monument from its location in the Plaza, noting that “we . . . have a beautiful Ve[]teran’s Cemetery w[h]ere we have many ceremonies every year to honor those killed, as a potential ideal setting for the monument.”
- Also in 2000, the Historical Society of New Mexico wrote to the City of Santa Fe’s Mayor, Council, Manager and “People of Santa Fe” that “the words ‘savage Indians’ excluded the Pueblo Indians who had always been regarded by the Spanish, the Mexicans and then the ‘Anglos’ as ‘civilized’ Indians, and [i]n that removal or destruction of the Monument would be akin to ‘book burning’. . .” .

WHEREAS, the Plaza previously featured other structures in its center; a 1992 Archeological Report regarding the Plaza describes at least three prior structures:

- a rock sundial in the late 1820s;
- a pyramid that replaced the sundial, "fifty feet in height", erected as a "momento" of Mexican independence, which came down in 1845; and
- a bullring that briefly replaced the pyramid; and

WHEREAS, the City's Historic District Code does not apply to the Soldiers' Monument and associated structures because they are "objects" excluded from the Code's requirements; "objects" include "*sculpture*, *monuments*, *boundary markers,* *statuary* and fountains". *See* SFCC 1987, § 14-12.1 (emphasis added); and

WHEREAS, the New Mexico Prehistoric and Historic Sites Preservation Act, NMSA 1978, Sections 18-8-1 to -8 ("PHSPA"), applies to a City program or project if the project would (1) be an adverse effect on the Plaza; and (2) has a prudent or reasonable alternative. *See* Sections 18-8-7; and 18-8-3(C); and

WHEREAS, the City of Albuquerque and Rio Arriba County have recently suffered violence in relation to the placement of controversial monuments spaces; for example, on September 28, 2023, a shooter violently attacked community members celebrating Rio Arriba County officials' decision to postpone the County's plans to relocate a statue of conquistador Juan de Oñate to just outside the County Annex building; and, on June, 2020, there was a shooting in Albuquerque during a protest of a statue of the conquistador Juan de Onate; and

WHEREAS, continuing the status quo of a plywood box surrounding the Soldiers' Monument's base or reconstructing the Soldiers' Monument in the Plaza detract from its use as a community gathering space and reconstruction could be a safety threat to the public; and

WHEREAS, the Santa Fe National Cemetery ("National Cemetery"), located approximately one mile northwest from the Plaza, is a national shrine to veterans; it flies the U.S. flag over well-kept grounds and headstones and monuments that commemorate the lives and services of veterans; and

WHEREAS, at the close of the Civil War, the federal government established what became the National Cemetery for the reinterment of Union soldiers who died during the Civil War there.

WHEREAS, initial interments at the National Cemetery were the remains of 265 U.S. soldiers from the battlefields of Glorieta, Koslouskys, and Fort Marcy.

WHEREAS, the National Cemetery also includes monuments and memorials dedicated to groups of veterans, including several memorials honoring veterans who served during the 1800s; a memorial to World War II Glider Pilots; a memorial to Women Who Served in the Navy; and a China-Burma-India Veterans Memorial dedicated to the memory of the men and women who fought in World War II; and

WHEREAS, the National Cemetery's dedicated purposes and the Soldiers' Monument's purposes are aligned; and

WHEREAS, determining the next steps for the Soldiers' Monument requires the Governing Body to propose a plan; and

WHEREAS, relocating the Soldiers' Monument to the National Cemetery would not adversely affect the Plaza; and

WHEREAS, there is not a prudent and feasible alternative to relocating the Soldiers' Monument to the National Cemetery: the relocation would protect both the Plaza and the Soldiers' Monument and would sustain, if not enhance, the historic basis for the City's Nomination, including the importance of the Plaza's location at the end of the Santa Fe Trail and the Plaza's use as a central and historic town plaza and park that is accessible to all, used as a community gathering place for social and economic purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the City is committed to the Plaza's continued use as a City park and central plaza, accessible to all; and to continuing the Plaza's historic social and economic purposes,

featuring community gatherings and celebrations.

BE IT FURTHER RESOLVED that the City Manager shall investigate whether it is feasible to move the Soldiers' Monument to the National Cemetery, preferably close to where the Civil War soldiers that the Monument commemorates were laid to rest.

~~**BE IT FURTHER RESOLVED** that, if the relocation is feasible, the City Manager shall proceed with proposing budget and contracts to expend funds to remove the Fourth Plaque and relocate the Soldiers' Monument, including steps to preserve, protect, and minimize harm to the Plaza.~~

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN F. CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

CITY OF SANTA FE

Memorandum

Date: July 19, 2024

To: Governing Body

From: Melissa McDonald, Parks and Open Space Division Director MM

Via: Emily Oster, Finance Department Director AL
Regina Wheeler, Public Works Department Director RW

Cc: Randy Randall, Tourism Division Executive Director

RE: Amending Golf Course Rates

EXECUTIVE SUMMARY:
Bill 2024-4 amends Sections 23-7.3 and 23-7.4, SFCC 1987, to adopt golf rate changes by updating the Green Fees and Cart Fees for the Municipal Recreation Sports Complex's ("MRC") Marty Sanchez Links de Santa Fe ("MSL") golf course.

BACKGROUND:
The City of Santa Fe ("City") recently contracted with Troon Golf, L.L.C. ("Troon"), a golf course management company, to operate the MSL golf course, which is located at the MRC. As part of the facility management role, the City's Parks and Open Space Division tasked Troon with evaluating the City's golf course rate structures for the MSL. In the review, which included comparative analysis with regional facilities, Troon identified that the City's MSL rates are lower than those of neighboring golf courses. Additionally, MSL rates have remained unchanged since 2020. Maintaining rates for four years without adjusting them is an uncommon practice in the golfing industry—most rates in the industry are adjusted according to the Cost Price Index (CPI). Troon reports that the company isn't aware of any facility across the United States that has not increased its rates since 2020. To address this, and to cover operational costs, Troon recommends an adjustment to the greens fees and golf cart rates. This adjustment is designed to be fair, reflecting both the comparative analysis and increases in operational costs.

The proposed rates implement the following changes:

- Revision of rate tiers to favor the Santa Fe community—these changes would allow MSL to prioritize local community use and enjoyment. People permanently residing outside of the city limits or out of state will pay a higher rate.
- Implementation of a City and County "Loyalty" rate—these rates would be per calendar year. It would cost $69 to join the Loyalty program to get the reduced Loyalty rates, and the fee would be immediately applied as a reward toward the first round played.
- Implementation of updated weekday and weekend rates—these rates would align with other regional course rates and fees.

The proposed adjustments aim for operational and financial sustainability of MSL, improve its patrons' experience, and continue meeting the Santa Fe community's needs. City Staff estimate that these rate changes

will increase annual revenue by approximately $200,000; the proposed rates would be implemented November 1, 2024.

ATTACHMENTS:
Bill
FIR
Memo Attachment - Proposed Golf Rates 2024

2024 Proposed Rates Compared to Current Rates

Green Fee Categories	18 Holes	18 Holes M-F	18 Holes Sa-Sun	9 Holes	9 Holes M-F	9 Holes Sa-Sun	Great 28	Great 28
Out of State	$40	$49	$56	$27	$33	$38	$23	$28
City of Santa Fe Loyalty Members	NA	$35	$38	NA	$25	$27	NA	$17
County of Santa Fe Loyalty Members	NA	$40	$42	NA	$28	$30	NA	$20
City of Santa Fe Residents	NA	$40	$42	NA	$28	$30	NA	$20
County of Santa Fe Residents	NA	$43	$44	NA	$30	$32	NA	$20
NM Residents	$35	$43	$49	$25	$31	$33	$17	$21
Senior Out of State	$30	$44	$49	$27	$33	$35	$21	$25
Senior Santa Fe Loyalty Member	NA	$27	$30	NA	$22	$25	NA	$14
Senior Santa Fe Residents	NA	$30	$33	NA	$25	$27	NA	$16
Senior NM Residents	$27	$33	$36	$22	$28	$30	$14	$17
Adult Twilight	NA	$25	$35	NA	$22	$25	NA	$16
Junior 17 & Under	$15	$15	$15	$11	$11	$11	$10	$10
Junior 9-Hole Twilight	NA	$11	$11	NA	$11	$11	NA	$10
Cart Fee Categories								
Public Cart Fees	$15	$16	$16	$12	$11	$11	$11	$11
Senior Cart Fees	$11	$13	$13	$8	$9	$9	$9	$9
Pull Cart Fees	NA	$6	$6	NA	$4	$4	NA	$4
Spectator Cart Fees	NA	$20	$20	NA	$11	$11	NA	$11

KEY

New Category Proposed in Bill 2024-4

Current Rates

Proposed Rates

CITY OF SANTA FE, NEW MEXICO

BILL NO. 2024-4

INTRODUCED BY:

Mayor Alan Webber

Councilor Signe Lindell

A BILL

RELATING TO MARTY SANCHEZ LINKS DE SANTA FE; AMENDING SECTIONS 23-7.3 AND 23-7.4 OF SFCC 1987 TO UPDATE GOLF RATES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Subsection 23-7.3 SFCC 1987 (being Ord. No. 2013-26) is amended to read:

23-7.3 – Applicability.

The MRC Ordinance applies to the following golf courses and sports fields:

A. City of Santa Fe Municipal Golf Course, known as "Marty Sanchez Links de Santa Fe", Santa Fe, New Mexico, 18 hole, 7,415 yards, Par 72, 275 acres;

B. City of Santa Fe Municipal Golf Course, known as "Marty Sanchez Links de Santa Fe", Santa Fe, New Mexico, 9 hole, 3,000 yards, Par 28, 50 acres;

C. City of Santa Fe Municipal Sports Fields at the Municipal Recreation Complex, Santa Fe, New Mexico, which includes the following fields:

(1) The MRC Soccer Fields.

underscored material = new [~~bracketed material~~] = delete

(2) The MRC Rugby Fields.

(3) The three (3) MRC Baseball Fields.

(4) The MRC BMX Fields.

(5) Any other sports fields funded by the MRC bonds.

Section 2. Subsection 23-7.4 SFCC 1987 (being Ord. No. 2020-26) deleting the fee table located in subsection A and replacing it with tables located in subsections A and B, to read as follows:

23-7.4 - MRC Golf Rates.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

A. Green Fees

[~~Type~~	~~NM Resident Rate~~	~~Out of State Rate~~
~~18 hole walking~~	~~$35~~	~~$40~~
~~18 hole with cart~~	~~$50~~	~~$55~~
~~18 hole senior walking~~	~~$27~~	~~$30~~
~~18 hole senior with cart~~	~~$38~~	~~$44~~
~~9 hole walking~~	~~$25~~	~~$27~~
~~9 hole with cart~~	~~$37~~	~~$42~~
~~9 hole senior walking~~	~~$22~~	~~$27~~
~~9 hole senior with cart~~	~~$30~~	~~$34~~
~~G-28 walking~~	~~$17~~	~~$23~~
~~G-28 with cart~~	~~$28~~	~~$33~~
~~G-28 senior walking~~	~~$14~~	~~$21~~
~~G-28 senior with cart~~	~~$23~~	~~$29~~
~~18 hole junior walking~~	~~$15~~	~~$15~~
~~9 hole junior walking~~	~~$11~~	~~$11~~
~~G-28 junior walking~~	~~$10~~	~~$10~~
~~Weekday tournament (Tuesday-Thursday)~~	~~$46~~	~~$46~~
~~Weekend tournament (Friday-Monday~~	~~$48~~	~~$48~~
~~5 round volume discount~~	~~$150~~	~~$190~~
~~10 round volume discount~~	~~$280~~	~~$360~~
~~20 round volume discount~~	~~$520~~	~~$700~~
~~30 round volume discount~~	~~$750~~	~~$990~~]

Regular Green Fees					
Green Fee Category	**18 Holes Monday – Friday**	**18 Holes Saturday - Sunday**	**9 Holes Monday – Friday**	**9 Holes Saturday – Sunday**	**Great 28**
City of Santa Fe Residents	$40	$42	$28	$30	$20
County of Santa Fe Residents	$43	$44	$30	$32	$20
City of Santa Fe Loyalty Members	$35	$38	$25	$27	$17
County of Santa Fe Loyalty Members	$40	$42	$28	$30	$20
New Mexico Residents	$43	$49	$31	$33	$21
Out of State	$49	$56	$33	$38	$28
Adult Twilight	$25	$35	$22	$25	$16
Senior Green Fees (60 & Over)					
Green Fee Category	**18 Holes Monday – Friday**	**18 Holes Saturday - Sunday**	**9 Holes Monday – Friday**	**9 Holes Saturday – Sunday**	**Great 28**
Santa Fe Residents	$30	$33	$25	$27	$16
Sante Fe Loyalty Member	$27	$30	$22	$25	$14
New Mexico Residents	$33	$36	$28	$30	$17
Out of State	$44	$49	$33	$35	$25
Junior Green Fees (18 & Under)					
Green Fee Category	**18 Holes Monday – Friday**	**18 Holes Saturday - Sunday**	**9 Holes Monday – Friday**	**9 Holes Saturday – Sunday**	**Great 28**
Junior Regular	$15	$15	$11	$11	$10
9- Hole Twilight	$11	$11	$11	$11	$10

B. Cart Fees

Cart Fee Type	**18 Holes Monday – Friday**	**18 Holes Saturday - Sunday**	**9 Holes Monday – Friday**	**9 Holes Saturday – Sunday**	**Great 28**
Public	$16	$16	$11	$11	$11
Senior	$13	$13	$9	$9	$9
Pull Cart	$6	$6	$4	$4	$4
Spectator	$20	$20	$11	$11	$11

[~~B~~]C. Hometown Hero Rate. All active military and retired military, city and county law enforcement officers, city and county fire department members, and correction officers working within Santa Fe County may receive the senior rates as noted in subsections A and B above. Players seeking the senior rate must show military or law enforcement ID. The hometown hero rate is only valid Monday- Friday after 10 a.m. and Saturday-Sunday after 1 p.m.

[~~C~~]D. In order to maximize revenues, be competitive with area golf courses, and respond to market conditions, the city manager may, upon review of the city finance director, authorize in writing an increase or decrease of twenty-five percent (25%) to the rates described in paragraph A and B above. Such rate change shall be published in a local daily newspaper. Such rate change shall apply to the general public. The city manager may also occasionally authorize special short-term promotional rates.

[~~D~~]E. Gross receipts tax shall be paid on all greens fees set forth in paragraphs A through [~~C~~] D above. The sum of the rate and gross receipts tax shall be rounded to the next highest quarter.

[~~E~~]F. Juniors age eighteen (18) or younger and associated with a high school golf team or a golf program may each hit two (2) larger buckets of range balls after 3:30 p.m., free of charge while participating in a scheduled season.

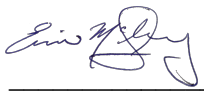
[~~F~~]G. Once each fiscal year, the city may sponsor a benefit tournament to support children and youth recreation programs at the Genoveva Chavez Community Center and the MRC.

Tournament revenues will be incorporated into the annual MRC rate analysis and proposed rate structure to cover the tournament fees that would have been applicable.

H. *Effective Date*. The rates included in this ordinance are effective November 1, 2024.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

APPROVED AS TO FORM:



_____

ERIN K. McSHERRY, CITY ATTORNEY

FIR No. 10586

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** X **Resolution:** _____

Short Title(s): Amending Golf Course Rates

Sponsor(s): Councilor Singe Lindell

Reviewing Department(s): Public Works Department

Staff Completing FIR: Melissa McDonald **Date:** March 12, 2024 **Phone:** 505-303-9502

Reviewed by City Attorney: _____ **Date:** Aug 23, 2024

Reviewed by Finance Director: ALEXIS LOTERO (Aug 23, 2024 16:37 MDT) **Date:** Aug 23, 2024

Summary:
This proposed Bill would amend Sections 23-7.3 and 23-7.4 of SFCC 1987 to adjust the rates for the Marty Sanchez Links de Santa Fe golf course ("MSL"). Troon Golf, L.L.C. ("Troon"), the City of Santa Fe's ("City") golf course management company, performed a detailed comparison study of the MSL golf rates and other regional facilities and determined that the MSL's current rates are lower than those of nearby golf courses. Furthermore, the rates have not changed since 2020, which is unusual within the industry, which typically adjusts prices in line with the Cost Price Index. The proposed update for rates aims to continue offering the lowest prices for local players. Additionally, the new "Loyalty" program is designed to provide further savings for County and City residents, with no future increases planned for the local rates.

Departments Affected:
Public Works Department (Parks and Open Space Division)

Consequences of Not Enacting Legislation:
Not passing this Bill will result in continued losses of revenue and deferred maintenance resulting in an impact on the community's ability to enjoy quality golf.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
This legislation does not conflict with, duplicate, complement, or relate to any other legislation.

Performance and Administrative Implications:
The proposed rate adjustments for the MSL golf course are expected to improve its competitive positioning, to enhance financial viability through increased revenue, and to introduce programs that benefit the local community. Administratively, the focus will be on effective implementation, revenue management, and communication to ensure the changes are accurately communicated and successfully integrated into the course's operations.

Fiscal Implications:

The Public Works Department does not expect a substantial increase in City expenses to implement the rate changes. The Department anticipates a recurring revenue increase of approximately $200,000.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$	$	$				
Contractual/ Professional Services	$	$	$				
Operating	$ 0	$ 0	$ 0		R	500	$
Total:	$ 0	$ 0	$ 0				$ 0

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:
All additional expenses would be minimal and could be absorbed by the typical operations.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$	$	$		
Enterprise	$187,296	$200,000	$200,000	R	$500
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		
Total	$187,296	$200,000	$200,000		

Revenue Narrative:
The revenue projections are based on a conservative estimate of 37,769 rounds played annually, with the player demographics consisting of 20% from out of state, 41% New Mexico residents, and 39% from Santa Fe, resulting in an expected annual revenue increase of $187,296 in FY25 and $200,000 in FY26 and FY27.

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: mamcdonald@santafenm.gov

18. PUBLIC COMMENT ON BILLS (First Public Comment, No Action)

a. CONSIDERATION OF BILL 2024-4. ADOPTION OF ORDINANCE NO. 2024-____. (Councilor Signe Lindell and Mayor Alan Webber).

A Bill Relating to Marty Sanchez Links de Santa Fe; Amending Sections 23-7.3 and 23-7.4 of SFCC 1987 to Update Golf Rates. (Melissa McDonald, Parks and Open Space Division Director, mamcdonald@santafenm.gov)

Committee Review:

Governing Body (Introduced): 08/28/2024

Governing Body (Public Comment): 09/11/2024

Quality of Life Committee: 09/18/2024

Finance Committee: 09/23/2024

Governing Body (Public Hearing): 10/09/2024

Name: Stefanie Beninato

Comment - 09/09/2024 03:53 PM: (No Vote)

Sure hope this fee increase will serve the local golfers and not just tourists who want to come to a golf course run by a certain corporation

CITY OF SANTA FE

Memorandum

Date: August 15, 2024

To: Governing Body, Public Works and Utility Committee, Finance Committee

From: Romella Glorioso-Moss, PhD, CPM, Complete Streets Capital Projects Manager

Via: Regina Wheeler, Public Works Department Director RW

RE: New Mexico Department of Transportation Local Government Road Fund- Project Control Number L500577

EXECUTIVE SUMMARY:

The Resolution accepts a Transportation Project Fund Grant administered by the New Mexico Department of Transportation ("NMDOT") and approves entering into a Cooperative Agreement, Project Control Number L500577, to make improvements to the Santa Fe Rail Trail intersections at Paseo De Peralta, Second Street, West San Mateo Road, and Rodeo Road within the city of Santa Fe and Santa Fe County, and to include reconstruction and traffic signal improvements at these intersections. The anticipated total for the project is ninety-two thousand seven hundred thirty-seven dollars ($92,737). The Cooperative Agreement establishes that NMDOT's share of the total amount will be sixty-nine thousand five hundred fifty-three dollars ($69,553), which is seventy-five percent (75%). The City's share of the total amount will be twenty-thee thousand one hundred eighty-four dollars ($23,184), which is twenty-five percent (25%). Any dollars spent above the anticipated total ($92,737) will be paid by the City.

BACKGROUND:

In March 2024, the City of Santa Fe's ("City") Public Works Department applied for Local Government Road Fund ("LGRF"), administered by NMDOT to complete the design of the Santa Fe Rail Trail Intersections Improvements Project. The funding would go to the reconstruction and improvement of traffic signals for the Santa Fe Rail Trail intersections at Paseo De Peralta, Second Street, West San Mateo Road, and Rodeo Road within the city of Santa Fe and Santa Fe County. This project has been prioritized by the Governing Body in the Impact Fees Capital Improvements Plan Fiscal Year 2021-2027, Resolution No. 2022-18.

The proposed project agreement, included in the Resolution as Attachment A, terminates on December 31, 2025. NMDOT requires a resolution documenting acceptance of this funding, approved by the Governing Body.

This project is critically important to reconstruction and improvement of traffic signals at Santa Fe Rail Trail intersections, and it will accomplish the following items:

1) Improve safety of pedestrians and bicyclists using the Santa Fe Rail Trail, which runs adjacent to the Rail Runner and intersects major local roads such as Paseo De Peralta, San Mateo Road, Siringo Road, and Rodeo Road;

2) Achieve compliance with Americans with Disability Act requirements and Public Right of Way Access Guidelines.

Initial funding for the Santa Fe Rail Trail Intersections Improvements Project came from the 2014 General Obligation Bond. Resolution No. 2014-44, which authorized the public notice for the General Obligation Bond, stating its purpose was to "acquire land for, and to plan, design, build, equip, renovate, and improve public parks, bike-pedestrian trails and related infrastructure". The additional funding from NMDOT for sixty-nine thousand five hundred fifty-three dollars ($69,553) will be sufficient to complete the design for the project within a year. The current status of the project design is at thirty percent (30%) completion.

ATTACHMENTS:
Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2024-__

INTRODUCED BY:

Councilor Amanda Chavez

A RESOLUTION

ACCEPTING A GRANT FROM THE LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION AND ENTERING INTO COOPERATIVE AGREEMENT CONTROL NUMBER L500577.

WHEREAS, the City of Santa Fe ("City") and the New Mexico Department of Transportation ("NMDOT") wish to enter a cooperative grant agreement, control number L50077, under the Local Government Road Fund Program for a local road project, incorporated as Attachment A, the purpose of which is to make improvements to the Santa Fe Rail Trail intersections located at Paseo De Peralta, Second Street, West San Mateo Road, Siringo Road, and Rodeo road, and to include reconstruction and traffic signal improvements; and

WHEREAS, the NMDOT and City estimate the total cost of the project will be ninety-two thousand seven hundred thirty-seven dollars ($92,737), to be funded in proportional share by the parties hereto as follows:

1. NMDOT's share shall be seventy-five percent (75%) or sixty-nine thousand five hundred fifty-three dollars ($69,553); and.

2. The City's share shall be twenty-five percent (25%) or twenty-three thousand one hundred eighty-four dollars ($23,184).

WHEREAS, the agreement provides that the City shall pay all costs that exceed the total project cost of ninety-two thousand seven hundred and thirty-seven dollars ($92,737).

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the fiscal year 2025 cooperative agreement, Project Control Number L500577, included as Attachment A, as part of a program administered under the Local Government Road Fund Program, for improvements to the Santa Fe Rail Trail intersections located at Paseo De Peralta, Second Street, West San Mateo Road, and Rodeo Road within the city of Santa Fe and Santa Fe County, and to include reconstruction and traffic signal improvements at these intersections, is hereby approved.

BE IT FURTHER RESOLVED that the project for the cooperative agreement is adopted and has a priority standing, as is established by Resolution No. 2022-18.

BE IT FURTHER RESOLVED that the cooperative agreement terminates on December 31, 2025, and the City 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 the written agreement.

BE IT FURTHER RESOLVED that the City Manager shall has the signature authority to bind the City to the terms and conditions of the cooperative agreement and the City's Complete Streets Capital Projects Manager has authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the City in the manner set forth by the Cooperative Agreement.

PASSED, APPROVED, and ADOPTED this _____day of _____, 2024.

_____

ALAN WEBBER, MAYOR

ATTEST:

_____

GERALYN CARDENAS, INTERIM CITY CLERK

APPROVED AS TO FORM:

_____

ERIN K. McSHERRY, CITY ATTORNEY

Attachment A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500577

LOCAL GOVERNMENT ROAD FUND
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the "parties." This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity's resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500577, and the Public Entity's resolution attached as **Exhibit C**. See:

Reconstruction, Traffic Signal Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. The estimated total cost for the Project is **Ninety Two Thousand Seven Hundred Thirty Seven Dollars and No Cents ($92,737)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	**75%**	**25%**	
FY 2025 Local Government Road Fund **For the purpose stated above in Section 1.**	**$69,553**	**$23,184**	**$92,737**
		Total Project Cost	**$92,737**

b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

a. Receipt of a cover letter requesting funds;
b. Receipt of a Notice of Award and Notice to Proceed;
c. Receipt of Estimated Summary of Costs and Quantities;
d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

a. Act in the capacity of lead agency for the Project described in Section 1.
b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction,**

and Cost form, attached as **Exhibit B**.

l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.

m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.

n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.

b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.

c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.

d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.

e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2025**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.

b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.

d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq*., and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least $1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not

limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

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 is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By:_____ Date: _____
Cabinet Secretary or Designee

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:_____ Date: _____
Assistant General Counsel

City of Santa Fe

By:_____ Date: _____
John Blair, City Manager

Attest: _____
Geralyn Cardenas, Interim City Clerk Date: _____

Approved as to form:

Marcos Martinez
Marcos Martinez (Jul 25, 2024 13:53 MDT)
Marcos Martinez
Senior Assistant City Attorney Date: Jul 25, 2024

Approved for finance:

_____ Date: _____
Emily Oster, Finance Director

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):
_____
_____
_____
_____
_____

I, the undersigned, in my capacity as _____ of _____ state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____
and completed on _____, 20_____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

_____ _____
Name Date

_____
Print Name

_____
Title

EXHIBIT B

AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

_____

SCOPE OF WORK: _____

_____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

EXHIBIT C
City of Santa Fe RESOLUTION

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **$92,737** to be funded in proportional share by the parties hereto as follows:

CN L500577 Project Funding	**Department Share**	**Public Entity Share**	**Total Project Cost**
Funding Source 1	**75%**	**25%**	**100%**
FY 2025 Local Government Road Fund Reconstruction, Traffic Signal Improvements	**$69,553**	**$23,184**	**$92,737**

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **$92,737**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.
b. The Cooperative Agreement terminates on **12/31/2025** and the **City of Santa Fe** 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 the written agreement.
c. The agent of the **City of Santa Fe**, _____(name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500577** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Santa Fe Rail Trail intersection, Paseo Del Paralta, Second Street/ W San Mateo Road, Sringo Road, Rodeo Road within city of Santa Fe and Santa Fe County. - Reconstruction, Traffic Signal Improvements** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

_____ _____
(PRINTED NAME, POSITION) DATE

FIR No.

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** _____ **Resolution:** X

Short Title(s): Local Government Road Fund Cooperative Agreement

Sponsor(s): Councilor Amanda Chavez

Reviewing Department(s): Public Works Department

Staff Completing FIR: Romella Glorioso-Moss, Complete Streets Capital Project Manager

Date: 08/15/2024 **Phone:** (505) 955- 6623

Reviewed by City Attorney: _____ **Date:** Sep 6, 2024

Reviewed by Finance Director: Emily K. Oster **Date:** Sep 6, 2024

Summary:
The resolution accepts a Local Government Road Fund Program grant, administered by the New Mexico Department of Transportation ("NMDOT") for the reconstruction and improvement of traffic signals for Santa Fe Rail Trail intersections at Paseo De Peralta, Second Street, West San Mateo Road, and Rodeo Road within the city of Santa Fe and Santa Fe County. The project is identified as Project Control Number L500577, and the grant amount is ninety-two thousand seven-hundred thirty-seven dollars ($92,737). The City of Santa Fe will contribute twenty-three thousand one-hundred eighty-four dollars ($23,184) and complete the design of Santa Fe Trail Intersection Improvements Project. The purpose of this project is to improve safety of vulnerable road users, including bicyclists and pedestrians, and to comply with current Americans with Disabilities Act and Public Right of Way Accessibility Guideline requirements.

Departments Affected:
Public Works Department

Consequences of Not Enacting Legislation:
If this legislation is not adopted, the City of Santa Fe will not receive the Transportation Project Fund Grant from NMDOT in the total amount of ninety-two thousand seven-hundred thirty-seven dollars ($92,737), meaning it will not receive the additional funding needed to complete the design of the Santa Fe Rail Trail Intersection Improvement Project.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:
The proposed Resolution compliments Resolution No. 2020-50, which also focused on bicycle and pedestrian improvements. It also relates to Resolution No. 2022-18, which amended the Impact Fees Capital Improvement Plan FY 2021-2027, to include road improvements for the Rail Trail, Paseo de Peralta, Second Street, Siringo Road, and Rodeo Road, as recommended by the Capital Improvements Advisory Committee.

Performance and Administrative Implications:
None identified.

Fiscal Implications:
This additional funding will be sufficient to complete the design of this project.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 25	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	$	$	$				
Capital Outlay	$ 92,737	$	$	Y	NR	NMDOT & Road Impact Fees	
Contractual/ Professional Services	$	$	$				
Operating	$	$	$				$
Total:	$ 92,737	$	$				$

Expenditure Narrative:

The funding will be used to complete the design of Santa Fe Rail Trail Intersections Improvements Project which is currently at 30% design completion. The estimated total cost for the project is ninety-two thousand seven hundred thirty-seven dollars ($92,737). The NMDOT's share would be sixty-nine thousand five hundred fifty-three dollars ($69,553), while the City's share would be twenty-three thousand one hundred eighty-four dollars ($23,184).

Revenue

Revenue Type	FYE 25	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	$	$	$		
Special Revenue	$	$	$		
CIP	$ 69, 553	$	$	NR	NMDOT & Road Impact Fee
Enterprise	$	$	$		
Internal Service	$	$	$		
Trust and Agency	$	$	$		
Federal	$	$	$		
Other	$	$	$		

Total	$ 69,553	$	$

Revenue Narrative:

The NMDOT funding through Local Government Road Fund of includes a City local contribution of $23,184 (25% of total funding) and will come out from road impact fees. NMDOT will contribute $69,553 (75%) toward the total amount. Any dollars spent above the total anticipated amount for the Project ($92,737) will be paid by the City.

Signature:

Email: rawheeler@santafenm.gov

Signature:

Email: rsglorioso-moss@santafenm.gov