



**ACTION SHEET**  
**CITY COUNCIL COMMITTEE MEETING OF 08/26/15**  
**ITEM FROM FINANCE COMMITTEE MEETING OF 08/17/15**

**ISSUE:**

10. Request for Approval of Amendment No. 2 to Information Technology Agreement – Additional Hours Needed to Complete New Utility Billing System Project; N. Harris Computer Corporation and Approval of Budget Increase in the Amount of \$169,500. (Diana Catanach)

**FINANCE COMMITTEE ACTION:**

Approved as Discussion item.

**FUNDING SOURCE:**

**SPECIAL CONDITIONS OR AMENDMENTS**

**STAFF FOLLOW-UP:**

<b>VOTE</b>	<b>FOR</b>	<b>AGAINST</b>	<b>ABSTAIN</b>
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL			X
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

**ACTION SHEET**  
**PUBLIC UTILITES COMMITTEE MEETING OF 8/5/15**

<p><b>ISSUE NO. 10</b></p> <p>Request for approval of Amendment No. 2 to the software agreement with N. Harris Corporation for \$169,500.00 inclusive of NMGRT. (Diana Catanach)</p> <p style="padding-left: 40px;">a. Request for approval of a BAR for \$169,500.00.</p> <p style="padding-left: 40px;">Public Utilities Committee – 8/5/15          Finance Committee – 8/17/15          City Council – 8/26/15</p>
<p><b>PUBLIC UTILITES COMMITTEE ACTION: Approved to forward to 8/17/15 Finance Committee.</b></p>
<p><b>SPECIAL CONDITIONS OR AMENDMENTS:</b></p>
<p><b>STAFF FOLLOW UP:</b></p>

VOTE:	FOR	AGAINST	ABSTAIN
COUNCILOR RIVERA, CHAIR	X		
COUNCILOR MAESTAS	X		
COUNCILOR BUSHEE	X		
COUNCILOR DIMAS	Absent		
COUNCILOR IVES	X		

# City of Santa Fe, New Mexico

# memo

**DATE:** July 9, 2015

**TO:** Public Utilities Committee

**FROM:** Diana Catanach, Utility Billing Division Director 

**VIA:** Nick Schiavo, Public Utilities Director

**Subject:** Request for Approval of Contract Amendment #2 for Software Agreement with N. Harris Computer Corporation; and Approval of a Budget Adjustment Request in the amount of \$169,500.

**ITEM AND ISSUE:**

N. Harris Computer Corporation was awarded a contract on November 26, 2013 for a Software Agreement and Implementation of a new utility billing system. The contract amount awarded was \$1,033,476.00. The project schedule was set for a twelve (12) month implementation plan with a projected go-live date of the new system on February 9, 2015. Unforeseen functionality of the system and out of scope development, and other resource related constraints has caused delay on the project timeline. Functionality of the commercial Solid Waste billing, third party payment processing, full cycle billing, and meter read layout with the upcoming beacon software are the most high level and crucial to the project completion.

Resource related constraints were not just isolated to one party. Advanced Utilities had assigned one technical person to our project and was not able to keep up with the demands of the Core Team and their testing, as well as the replacement of the Project Manager. The City of Santa Fe Core Team was challenged with a full-time commitment to the project while they continue to work in their respective roles within the Public Utilities Department. A further delay was caused in March, 2015 when Staff was assigned a Project Manager from ITT. The approximate three (3) month delay was due to the learning curve, therefore delaying the project timeline and project hours. Changes made in the project leadership, adding Chuck Bear, IT Business Analyst, on June 22, 2015 have been most recently been implemented. Chuck is most knowledgeable in both ITT functions and Public Utilities business process. Since the implementation of his project leadership role, the project has been through significant progress moving forward.

The Scope of Work timeline included hours through March 9, 2015 under the original contract. A Change Order is required to complete the project. The Change Order will provide for a three (3) month extension, which consists of 880 hours to the project. The three (3) month extension will be for an additional Integrated Testing Cycle (ITC) and the associated data refresh; three (3) weeks of end-user training; User Acceptance testing (UAT), and go-live activities.

The 880 hours will cover all on-site and remote activities to support the items above. Post-live support hours (320) are already included in the original contract; however, travel expenses have been included in this Change Order to allow for four (4) weeks (160 hours) of on-site support. The remaining 160 hours will be provided remotely.

N. Harris Computer Corporation and Staff have worked diligently on estimating responsibility of additional fees. Agreement has been reached that the 880 additional hours needed to complete the project, the City of Santa Fe will incur the cost of \$150.00 per hour for a total of \$132,000.00. The number of trips needed has been estimated at 15 at an average cost of \$2,500 per trip for a total of \$37,500.

✎ The total contract amendment requested is in the amount of **\$169,500.00**

Upon approval of the attached Budget Adjustment Request, budget will be available in BU/LI# 52201.570850 for this contract amendment.

**RECOMMENDED ACTION:**

The total amount of the contract amendment request was not planned, and is 16.4% of the initial contract and on face value compares to three (3) full-time staff. Staff and Advanced Utilities are committed to provide the resources and attention to this project over the next few months to reach the stated go-live target of September 19, 2015. Staff requests that the Contract Amendment #2 and the BAR in the amount of \$169,500.00 be approved and forwarded to the Finance Committee and City Council for review and approval.

**CITY OF SANTA FE  
AMENDMENT No. 2 TO  
PROFESSIONAL SERVICES AGREEMENT**

AMENDMENT No. 2 (the "Amendment") to the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide professional services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include the scope described in Exhibit "F-CO#3" and Exhibit "G-CO#4", attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of one hundred sixty nine thousand five hundred dollars (\$169,500) inclusive of gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

B. The total compensation under this Agreement shall not exceed one

million two hundred twenty two thousand four hundred seventy six dollars (\$1,222,476) inclusive of gross receipts tax in accordance with the Payment Schedule, attached to Exhibits A-G.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.2 to the City of Santa Fe Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

CONTRACTOR:  
N. HARRIS COMPUTER CORP.

\_\_\_\_\_  
JAVIER M. GONZALES, MAYOR

\_\_\_\_\_  
NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

*MDW* *7/13*  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850  
Business Unit/Line Item

City of Santa Fe

**CIS Infinity Change Order**

**Date:** May-19-2015

**Change ID:** Change Order # 3

**Description:** Out of Scope Mod – Project Extension to July 2015 v1.1

**Authorization**

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature/Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date: 6/9/2015
Advanced Project Manager	Jeff Bissonnette	<i>Jeff Bissonnette</i>
		Date: April 8, 2015

**Introduction**

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Change Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

**Scope**

Based on Project delays for various reasons, Advanced agreed to add 320 hours at no charge to Santa Fe to extend the Go-Live date to July 6, 2015.

**Change Details**

Please reference PDF document "City of Santa Fe Response – April 8 2015" for CO details and assumptions.

**Estimate of Hours / Costs \***

a) Requirement	b) Hours	c) Cost (\$USD)
Project Extension to July 6, 2015	320 hours @ \$150/hour	No charge
Total		No charge

\* Net of applicable taxes and associated expenses

City of Santa Fe  
CIS Infinity Change Order

Date: Jul-06-2015

Change ID: Change Order # 4

Description: Project Extension to September 2015

*Exhibit "G"*

**Authorization**

Advanced Utility Systems is authorized to proceed with the change for the City of Santa Fe.

Project Role	Team Member	Signature/Date of Signature
Santa Fe Project Manager	Diana Catanach	
		Date:
Advanced Project Manager	Jeff Bissonnette	<i>Jeff Bissonnette</i>
		Date: July 6, 2015

**Introduction**

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

**Scope**

A change order to add 1100 hours and travel for the associated on-site activities is required to extend the implementation timelines past the agreed upon revised date of July 6<sup>th</sup> listed in Change Order #3. A 2.5 month extension (July 6, 2015 to the week of September 14, 2015) and associated travel expenses is supplied via this Change Order. Should the Go-Live date be pushed beyond the week of September 14<sup>th</sup>, AUS and Santa Fe will need to review any additional costs associated with the delays.

**Change Details**

The project extension will provide an additional 880 hours (AUS will absorb 220 of the 1100 hours) to the project to cover the remaining phases needed for Go-Live. These include:

- An additional ITC phase (#3) and the associated Data Refresh
- 3 Weeks of End User training
- User Acceptance Testing (UAT) and the associated Data Refresh
- Go-Live Activities and the associated Data Refresh

The 880 hours will cover all on-site and remote activities to support the items above. Post Live support hours (320) are already included in the original contract however, travel expenses have been included in this Change Order to allow for 4 weeks (160 hrs) of on-site support. The remaining 160 hrs will be provided remotely.

The estimation for the extension and the responsibility of the City of Santa Fe is 880 hours at a rate of \$150 per hour for a total of \$132,000.00.

The number of trips needed has been estimated at 15 at an average cost of \$2,500.00 per trip for a total of \$37,500.00. Travel will be invoiced as per the original contract. Any additional travel costs beyond the \$37,500.00 will need to be re-visited by both AUS and Santa Fe.

Payment in full for the 880 hours is due upon signing through the existing invoicing procedure.

**Change Order Summary**

a) Requirement	b) Hours	c) Cost (\$USD)
Project extension to the week of September 14, 2015 for Go-Live	880 hours at rate of \$150/hour	\$132,000.00
Additional travel for on-site activities	15 trips at approximately \$2,500 per trip	\$37,500.00
<b>Total (net of any applicable taxes)</b>		<b>\$169,500.00</b>



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

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

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

2 Name of Contractor N Harris Computer Corp

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$1,033,476.00

Termination Date: November 13, 2017

Approved by Council Date: November 13, 2013

or by City Manager Date: \_\_\_\_\_

Contract is for: billing system

Amendment # 2 to the Original Contract# 13-1138

Increase/(Decrease) Amount \$ 169500

Extend Termination Date to: na

Approved by Council Date: Pending

or by City Manager Date: \_\_\_\_\_

Amendment is for: Increase comp and hour scope CO#3 and CO#4

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

Amount \$ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount \$ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount \$ 169,500.00 amendment # 2 Termination Date: NA

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 1,222,476



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

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

RFP# \_\_\_\_\_ Date: November 26, 2013
RFQ [ ] \_\_\_\_\_ Date: \_\_\_\_\_
Sole Source [ ] \_\_\_\_\_ Date: \_\_\_\_\_
Other \_\_\_\_\_

6 Procurement History: Year 2 of 4
example: (First year of 4 year contract)

7 Funding Source: water ubs BU/Line Item: 52201.57085

8 Any out-of-the ordinary or unusual issues or concerns:
none
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez
Phone # \_\_\_\_\_ -4271

10 Certificate of Insurance attached. (if original Contract) [ ]

Submit to City Attorney for review/signature

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

To be recorded by City Clerk:

Contract # \_\_\_\_\_

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

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

Comments:

Large empty rectangular box for comments.

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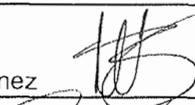
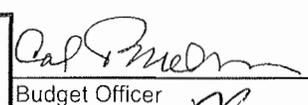
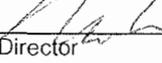
15.08.006.A

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE
Public Utilities/UBD				07/10/2015
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
SOFTWARE Utility Billing Division	52201.570850	5205	169,500	
<b>JUSTIFICATION:</b> <i>(use additional page if needed)</i>			<b>TOTAL</b>	\$ 169,500

Increase funding from Cash balance in fund for remainder of the contract.

Maya Martinez Prepared By 	Date	<b>CITY COUNCIL APPROVAL</b> City Council Approval Required <input type="checkbox"/> City Council Approval <input type="checkbox"/> Date _____ Agenda Item #: _____	 8/10/15 Budget Officer	Date
Division Director 	Date		 8-12-2015 Finance Director	Date
Department Director 	Date		City Manager	Date
Date: 7/10/15				

**AMENDMENT No. 1 TO THE  
CITY OF SANTA FE INFORMATION  
TECHNOLOGY AGREEMENT**

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe Information Technology Agreement dated November 13, 2013 (the "Agreement"), between the City of Santa Fe (the "City") and N. Harris Computer Corporation. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor, whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement, Contractor has agreed to provide billing system support and maintenance services to the City of Santa Fe.

B. Pursuant to Article 25 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES:

Article 2 of the Agreement is amended to include Exhibit "D -CO#1" and Exhibit "E-CO#2" which is attached hereto and incorporated herein.

2. PAYMENT:

Article 3, paragraph B of the Agreement is amended to increase the amount of compensation by a total of nineteen thousand five hundred dollars (\$19,500) plus applicable gross receipts tax, so that Article 3, paragraph B reads in its entirety as follows:

A. The total compensation under this Agreement shall not exceed one

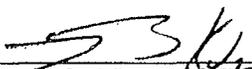
million fifty two thousand nine hundred seventy six dollars (\$1,052,976) including NM gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A, D and E.

3. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates set forth below.

CITY OF SANTA FE:

  
\_\_\_\_\_  
BRIAN K. SNYDER, CITY MANAGER

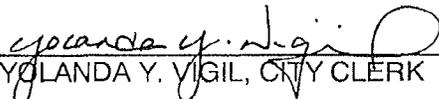
Date: 6-10-15

CONTRACTOR:

  
\_\_\_\_\_  
NAME & TITLE (PETER FANDUS, EVP)

Date: May 22/15

ATTEST:

  
\_\_\_\_\_  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

  
\_\_\_\_\_  
OSCAR RODRIGUEZ, FINANCE DIRECTOR

52201.570850  
Business Unit/Line Item

City of Santa Fe

## CIS Infinity Change Order

**Date:** Apr-20-2015

**Change ID:** Change Order # 1

**Description:** Out of Scope Mod – GIS Service Address Verification and Validation CW96100

**Authorization**

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
(Other)		
Advanced Project Manager	Jeff Bissonette	<i>Jeff Bissonette</i>
		Date: November 19, 2014

**Introduction**

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Change Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

**Scope**

A change order is required for the following out of scope modification. As per the Interface Discovery discussion with Virginia, Santa Fe would like to proceed with the development of a Master Address Interface that is outside of the current scope of work.

**Change Details**

The purpose of this interface is to keep the addresses in CIS and GIS in sync, given the fact that GIS will be Santa Fe's system of reference for service addresses.

The addresses will be created in GIS and then imported in the CIS Address lookup table (CON216). When a new service address (account) is created in CIS, or changes are made to an existing service address, the address is validated against the addresses imported in the Address Lookup table from GIS.

We are estimating the effort to be 40 hours at a rate of \$150 per hour = \$6000

**Estimate of Hours / Costs \***

a) Requirement	b) Hours	c) Cost (\$USD)
OUT OF SCOPE – GIS Service Address Verification and Validation	40 hours at rate of \$150/hour	\$6000
Total		\$6000

\* Net of applicable taxes and associated expenses

City of Santa Fe  
CIS Infinity Change Order

**Date:** Apr-20-2015

**Change ID:** Change Order # 2

**Description:** Out of Scope Modifications – Meter Reading Interface with New Badger AMI System and Beacon System Interaction

Exhibit "E"

**Authorization**

Advanced Utility Systems is authorized to proceed with the change for Client.

Project Role	Team Member	Signature / Date of Signature
Santa Fe Project Manager	Diana Catanach/Maxine Sandoval	
		Date:
Advanced Project Manager	Jeff Bissonnette	<i>Jeff Bissonnette</i>
		Date: March 23, 2015

## **Introduction**

The City of Santa Fe (Santa Fe) and Advanced Utility Systems Corporation (Advanced) entered into a Purchase License Agreement (the Agreement) on November 11, 2013. The Software License and Implementation Agreement Exhibit A, Article IV, and Task 1 of the Scope of Work provides that any changes to the project which impact project schedules, costs, resources and risk must go through a clearly defined Charge Order Process. Based on that provision, Advanced presents the following Change Order to Santa Fe.

## **Scope**

The City of Santa Fe will be implementing a new Badger AMI wireless remote meter reading system which will require the creation of a new interface to CIS Infinity along with data interaction to the new Beacon system. The request is logged via CustomerWise ticket # 102697. This Change Order outlines the details and work effort to create and implement these items.

## **Change Details**

The new Badger AMI wireless remote meter reading system will contain much of the data currently used with the existing Badger meter read file. The City has identified they will be using the format of Badger Plus. This format has been provided to Advanced Utility. The important differences are:

- The inclusion of latitude and longitude references. Currently the City of Santa Fe is not using this functionality within Infinity but will move to using this with the new meter system.
- The functionality of storing longitude and latitude exists within Infinity with no modifications required.
- Other fields required by the new meter reading system – i.e. tamper code, trouble code and read code, are used within the existing the Badger meter reading interface.
- The existing functionality of generating the new Badger interface will be the same as the existing Badger interface.

Additionally, new processes will be configured using existing Advanced Interface Manager (AIM) functionality to interact with the Beacon system.

The first new process to be configured will allow for exporting of key customer/account/meter data elements into a CSV file for consumption by the Beacon system. This process will be configured in such a way to allow for exporting of an entire cycle or one or more books in a particular cycle.

The second new process to be configured will allow for importing of meter change information. This process will read in a CSV file from the Beacon system and process each record to perform a meter change. Specifically:

- Recording (from the file) the meter exchange date and final (removal) read for the old meter
- Adding the new meter to the account including recording the install date and the initial read.

- As part of the Badger meter replacement process, CIS Infinity will provide a data dump to Badger for loading into the Beacon system.
- This data extract will contain the existing Badger customers that need to have the meter replaced.
- The extract will contain the following fields:

Field	FieldType
PMI Unique Identifier	integer
Start Time	datetime
Before Photo	image
Old Meter Number	text
Out Read	integer
Out Read Photo	Image
Old Transmitter	text
Meter Size/Type	text
New Meter	text
New Transmitter	text
Meter Photo	image
Flow Check	Y/N
Area Clean	Y/N
Transmitter Mount	Y/N
Lid Secure	Y/N

GPS	text
Lid Photo	image
Installer	text
Install Notes	text
End Time	datetime

- These fields are available within Infinity and are able to be extracted via existing AIM interface functionality.
- This data will be loaded into the Beacon application and used to identify meters to be changed.
- The Beacon tool will also provide the final reads from the changed meters – these will be loaded into Infinity via the meter exchange interface – standard AIM functionality.
- Using standard Infinity AIM functionality, the meter read loading file will be configured within Infinity for the new Badger meters.
- These specifications have been provided by City of Santa Fe.

The estimate for this work effort is 90 hours at a rate of \$150 per hour = \$13,500.00.

Payment in full is due upon signing through the existing invoicing procedure.

**Estimate of Hours / Costs \***

a) Requirement	b) Hours	c) Cost (\$USD)
New Meter Reading Interface to Badger AMI System	40 hours @ \$150/hour	\$6,000.00
New Beacon system Interaction with GIS	50 hours @ \$150/hour	\$7,500.00
<b>Total</b>	<b>90 hours</b>	<b>\$13,500.00</b>

\* Net of applicable taxes and associated expenses



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

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

1 FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor N Harris Computer Corp

3 Complete information requested

Plus GRT

Inclusive of GRT

Original Contract Amount: \$1,033,476.00

Termination Date: November 13, 2017

Approved by Council Date: November 13, 2013

or by City Manager Date: \_\_\_\_\_

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount \$ 1033476

Extend Termination Date to: na

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: Pending

Amendment is for: Increase comp and scope

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

Inclusive of GRT

Amount \$ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount \$ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 1,052,976



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

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

RFP# \_\_\_\_\_ Date: November 26, 2013  
 RFQ  \_\_\_\_\_ Date: \_\_\_\_\_  
 Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_  
 Other \_\_\_\_\_

**6 Procurement History:** Year 2 of 4  
 example: (First year of 4 year contract)

**7 Funding Source:** water ubs BU/Line Item: 52201.57085

**8 Any out-of-the ordinary or unusual issues or concerns:**  
none  
 (Memo may be attached to explain detail.)

**9 Staff Contact who completed this form:** Maya Martinez

Phone # \_\_\_\_\_ -4271

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

**Submit to City Attorney for review/signature**

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

**To be recorded by City Clerk:**

Contract # \_\_\_\_\_

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

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

**Comments:**

*Budget available to support the amendment - 6/3/15*



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

# City of Santa Fe, New Mexico BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SKCC 1987

Official Document  
Please Post

Business Name: **ADVANCED UTILITY SYSTEMS**

Location: **LINCOLN AVE**

Class: **BUSINESS REGISTRATION-STANDARD PSA W/CTY**

Comment:

Control Number: 0063973

License Number: 15-00129788

Issue Date February 05, 2015

Expiration Date December 31, 2015

**ADVANCED UTILITY SYSTEMS  
10550DEERWOOD PARK BLVD STE700**

**JACKSONVILLE FL 32256**

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

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

# CERTIFICATE OF INSURANCE

## NAMED INSURED

CONSTELLATION SOFTWARE INC. and  
N. HARRIS COMPUTER CORPORATION  
1 ANTARES DRIVE, SUITE 400  
OTTAWA, ON K2E 8C4

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

## INSURANCE COMPANIES AFFORDING COVERAGE

### COMPANY

A Zurich Insurance Company Ltd. (AM Best rating A+)

### COMPANY

B Liberty Insurance Corporation (AM Best rating A)

### COMPANY

C

### COMPANY

D

### COMPANY

E Zurich American Insurance Company (AM Best rating A+)

## CERTIFICATE HOLDER

CITY OF SANTA FE  
801 W. SAN MATEO  
SANTA FE, NM 87504

## COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
<b>COMMERCIAL GENERAL LIABILITY</b> OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS CROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLOB249874	2014/09/27	2015/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 10,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE
<b>AUTOMOBILE LIABILITY</b> - NON-OWNED & HIRED	E	BAP8249865	2014/09/27	2015/09/27	\$ 1,000,000	EACH OCCURRENCE
<b>UMBRELLA LIABILITY</b>	A	8838706	2014/09/27	2015/09/27	\$ 14,000,000	PER OCCURRENCE & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
<b>WORKERS COMPENSATION &amp; EMPLOYER'S LIABILITY</b> WC - STATUTORY LIMITS INCLUDING WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT EXCLUDING THE STATES OF KENTUCKY, NEW HAMPSHIRE, NEW JERSEY	B	WC7-B71-170802	2014/09/27	2015/09/27	\$ 1,000,000	E.L.: -EACH ACCIDENT -EACH DISEASE/EMPLOYEE -DISEASE POLICY LIMIT
DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:						
<b>BROKER</b> The CG&B Group, part of Arthur J. Gallagher Canada Limited 120 South Town Centre Blvd. Markham, ON L6G 1C3			<b>CANCELLATION</b> Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives			
SIGNATURE OF AUTHORIZED REPRESENTATIVE			PRINT NAME		DATE (YYYY/MM/DD)	
			SHEHNAZ ANDANI		2015/05/14	



# Agenda

REGULAR MEETING OF  
THE GOVERNING BODY  
NOVEMBER 13, 2013  
CITY COUNCIL CHAMBERS

AFTERNOON SESSION – 5:00 P.M.

CITY CLERK'S OFFICE

DATE 11/18/13 TIME 4:45pm

PREPARED BY \_\_\_\_\_

APPROVED BY 

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. SALUTE TO THE NEW MEXICO FLAG
4. INVOCATION
5. ROLL CALL
6. APPROVAL OF AGENDA
7. APPROVAL OF CONSENT CALENDAR
8. APPROVAL OF MINUTES: Reg. City Council Meeting – October 30, 2013
9. PRESENTATIONS
  - a) Employees of the Month for November 2013 – Perry Knockel, Network Operations Manager and Nancy Howley, Network Administrator, ITT Department. (5 minutes)
  - b) Muchas Gracias – Joseph Lujan, ADA Coordinator. (5 minutes)
10. CONSENT CALENDAR
  - a) Bid No. 14/18/B – Indefinite Quantity for Bulk Fuel; Desert Fuel, Inc., Petroleum Traders Corporation, and Honstein Oil and Distributing, LLC. (Robert Rodarte)
  - b) Request for Approval of Procurement Under State Price Agreement – Market Station – Two (2) Canon Multifunction Copiers; Rocky Mountain Business, Inc. (Chip Lilienthal)
  - c) Request for Approval of Amendment No. 1 to Memorandum of Understanding – Reduce Number of Parking Permits at Santa Fe Community Convention Center Parking Garage; Santa Fe County. (PJ Griego)



Agenda REGULAR MEETING OF  
THE GOVERNING BODY  
NOVEMBER 13, 2013  
CITY COUNCIL CHAMBERS

- l) Request for Approval of Professional Services Agreement – Lobbyist Services for City of Santa Fe (RFP #14/07/P); Mark Duran and Associates, Inc. (Robert Rodarte)
- m) Request for Approval of Donation – K9 Vehicle to Santa Fe County Corrections. (Eric Sanchez)
- n) Utility Billing System and Implementation Services (RFP #13/33/P); N. Harris Computer Corporation. (Peter Ortega)
  - 1) Request for Approval of Information Technology Agreement – Utility Billing/Customer Information Software and Implementation Services.
  - 2) Request for Approval of Software License Agreement – Quality Customer Service and Accurate Billing to Utility Customers.
  - 3) Request for Approval of Annual Support and Maintenance Agreement.
- o) CONSIDERATION OF RESOLUTION NO. 2013-\_\_\_\_. (Councilor Trujillo, Councilor Calvert, Councilor Wurzbarger and Councilor Bushee)  
A Resolution Directing Staff from the City of Santa Fe and the Santa Fe Public School District to Enter into Negotiations to Explore the Options for the City to Acquire the Property at 1730 Llano Street (Oliver Lafarge Library and Former Tino Griego Pool) so that the Property May Be Used for the Provision of Youth Services and Continuation of Library Services. (Isaac Pino)
- p) Request to Publish Notice of Public Hearing on December 11, 2013:
  - 1) Bill No. 2013-40: An Ordinance Relating to Sewer Rates for Properties Located Outside the City Limits; Amending Subsection 22-6.2 SFCC 1987 to Establish that the Santa Fe County Housing Assistance Ordinance Shall Have Jurisdiction Over Properties Outside the City Limits; and Amending Rule 8 A. of Exhibit A of Chapter 22 SFCC 1987, City of Santa Fe Sanitary Sewer Rate, Fee and Penalty Schedule, to Establish Customer Wholesale Rates for Properties Located Outside the City Limits That are Connected to the City Sewer System. (Councilor Calvert) (Bryan Romero)

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 SANTA FE CITY COUNCIL MEETING  
 November 13, 2013

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CONSIDERATION OF RESOLUTION NO. 2013-99. A RESOLUTION RELATING TO CLIMATE CHANGE AS A REAL AND GROWING THREAT TO THE WELL BEING OF PRESENT AND FUTURE INHABITANTS OF SANTA FE AND URGING THE U.S. CONGRESS TO PASS LEGISLATION THAT LEVIES AN ANNUALLY INCREASING REVENUE NEUTRAL FEE ON THE CARBON IN FOSSIL FUELS AT THE POINT OF PRODUCTION AND IMPORTATION	Approved	6-7

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# City of Santa Fe, New Mexico

# memo

**Date:** October 25, 2013

**To:** Finance Committee  
Public Utilities Committee

**Via:** Nick Schiavo,  
Public Utilities Department and Water Division Director *NSA*

**From:** Peter A. Ortega, Director *PAO*  
Utility Billing Division

## Item and Issue

Request for Approval of Award of Contract to N. Harris Computer Corporation for the Utility Billing System and Implementation Services under RFP No. '13/33/P

## Summary

RFP No. '13/33/P was issued in order to select a new Utility Billing/Customer Information System (software and licensing) and the associated implementation services. An evaluation team reviewed all five (5) proposals that were submitted in response to the RFP. Based on the rating and ranking of their RFP responses, the top three applicants were asked to demonstrate their software and discuss their implementation methodology. Each vendor had two full days to conduct their demonstration. Attached is the Individual Evaluation Scorecard summary of all five proposals.

The evaluation team included: Peter A. Ortega, Utility Billing Division Director, Bryan Romero, Interim Wastewater Division Director, Cindy Padilla, Environmental Services Division Director, Teresita Garcia, Assistant Finance Director, Kathy Valdez, Collections Manager, Bernadette Herrera, Customer Service Supervisor, Chuck Bear, IT Business Analyst, and Halona Crowe, Accounting Supervisor.

The evaluation team unanimously selected the solution (software, services, and annual maintenance) from Advanced Utility Services (A division of N. Harris Computer Corporation). The second attachment shows the combined evaluation scores for the top three applicants.

The recommended Utility Billing/Customer Information Software will enable staff to provide quality customer service and accurate bills to our utility customers. This system

will also provide our customers the ability to update personal user information, view bills, and make payments.

Attached are three separate agreements: A. Information Technology Agreement in the amount of \$1,033,476 for Utility Billing Software and implementation services (this includes the cost of licenses and services), B. Software License Agreement (no compensation/costs. Included in A), and C. Annual Support and Maintenance Agreement (annual cost of \$68,750). Funding for this project is budgeted in 5205.52201.570850. At this time, the budget forward request from fiscal '12/13 needs to be entered into FY '13/14 budget.

**Action**

Request the approval for Award of Contract to N. Harris Computer Corporation of Utility Billing System and Implementation Services under RFP No. '13/33/P.

Attachments: A copy tabulation score sheet.

# City of Santa Fe, New Mexico

# memo

**DATE:** October 25, 2013

**TO:** Finance Committee

**FROM:** Robert Rodarte, Purchasing Officer  
Purchasing Division *RR*

**VIA:** Marcos A. Tapia, Finance Director  
Finance Department

**ISSUE:** Award of Request for Proposal # '13/33/P  
Utility Billing (UB) System and Implementation Services

**SUMMARY:** On July 5, 2013, five proposals were received for the above referenced service as follows:

	Written Score	Interview Score
Advanced Utility/N. Harris Computer Corporation, ON	44	3616.5
Cayenta, Canada	35	2935
Denovo Adventures, LLC, CO	33	1030
Cogsdale Corporation, PE	33	
NorthStar Utilities Solutions, Canada	31	

The evaluation criteria consisted of functional requirements (30%); software maintenance (15%); conversion and implementation (15%); cost (10%); Company Background (15%); and overall technical description (15%). The proposal was reviewed and evaluated by Robert Rodarte, Purchasing, Teresita Garcia, Finance, Peter Ortega, Kathy Valdez, Halona Crowe and Bernadette Herrera Utility Billing, Bryan Romero, Wastewater, Cindy Padilla, Environmental Services, Chuck Bear, ITT.

The using department has reviewed the proposals and recommends award to Advanced Utility/N. Harris Computer Corporation, ON in the amount of \$1,033,476.00 for the software license and implementation and annual maintenance agreement in the amount of \$68,750.00.

Budget is available as outlined in memo of recommendation from using department.

**ACTION:**

It is requested that this recommendation of award to Advanced Utility/N. Harris Computer Corporation, On, in the amount of \$1,033,476.00 and \$68,750.00, be reviewed, approved and submitted to the City Council for its consideration.

**Attachment(s):**

1. Memo of recommendation from the using department.
2. A copy of the professional service agreement.

ITEM # 13-1137

CITY OF SANTA FE

Information Technology  
Agreement between the City of Santa Fe and N. Harris Computer Corporation  
Contract No. 13-1137

THIS Information Technology Agreement ("Agreement") is made by and between the City of Santa Fe, hereinafter referred to as the "City" and N. Harris Computer Corporation, hereinafter referred to as the "Contractor" or "Harris" and collectively referred to as the "Parties". This Agreement is comprised of this Agreement, plus Exhibits "A" (Scope of Work/Services), "B" (Software License Agreement) and "C" (Support and Maintenance Agreement), which are attached hereto and incorporated herein by reference.

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq*; and Procurement Code Regulations, NMAC 1.4.1 *et seq*; the Contractor has held itself out as expert in implementing the Scope of Work as contained herein and the City has selected the Contractor as the offeror most advantageous to the City;

WHEREAS, all terms and conditions of the RFP and the Contractor's response to such document(s) are incorporated herein by reference; and

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 - DEFINITIONS

- A. "Acceptance" shall mean the approval, after Quality Assurance, of all Deliverables by an executive level representative ("Executive Level Representative") of the City.
- B. "Change Request" shall mean the document utilized to request changes or revisions in the Scope of Work.
- C. "Deliverable" shall mean any verifiable outcome, result, service or product that must be delivered, developed, performed or produced by the Contractor as defined by the Scope of Work.
- D. "Escrow" shall mean a legal document (such as the software source code) delivered by the contractor into the hands of a third party, to be held by that party until the performance of a condition is accepted; in the event contractor fails to perform, the grantee agency receives the legal document, in this case, source code.
- E. "Enhancement" means any modification or addition that, when made or added to the program, materially changes its or their utility, efficiency, functional capability, or application, but does not constitute solely an Error Correction. After conferring with City, an Enhancement may be identified as minor or major.
- F. "Executive Level Representative" shall mean the individual empowered with the authority to represent and make decisions on behalf of the City's executives.
- G. "Know How" shall mean all technical information, data and knowledge including, but not limited to, all documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing,

- relating or causing the enablement of any Intellectual Property developed under this Agreement.
- H. "Intellectual Property" shall mean any and all proprietary information developed pursuant to the terms of this Agreement but will not include any software and all underlying rights therein, which will remain with Contractor and/or the applicable third party.
  - I. "Independent Verification and Validation ("IV&V")" shall mean the process of evaluating a project and the project's product to determine compliance with specified requirements and the process of determining whether the products of a given development phase fulfill the requirements established during the previous stage, both of which are performed by an entity independent of the City.
  - J. "Payment Invoice" shall mean a detailed, certified and written request for payment of services rendered from the Contractor to the City. Payment Invoice(s) must contain the fixed price Deliverable cost and identify the Deliverable for which the invoice is submitted.
  - K. "Performance Bond" shall mean a surety bond which guarantees that the contractor will fully perform the contract and guarantees against breach of contract.
  - L. "Project" shall mean a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project approval is given by the Executive Level Representative and verified by the agency CIO to the DoIT. If applicable, under the terms of this Agreement the Project is the implementation of the City's information technology system for utility billing.
  - M. "Project Manager" shall mean a qualified person from the City responsible for all aspects of the Project or the administration of this Agreement. Under the terms of this Agreement, the Project Manager shall be Peter Ortega or designated representative.
  - N. "Punch List" means a list of outstanding Services to be completed by the Contractor which has been mutually agreed and documented at or prior to Go Live.
  - O. "Punch List Acceptance" means the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 business days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor of any deficiencies.
  - P. "System Acceptance" shall mean prior to Go-Live, project completion criteria (the "Punch List") will be mutually agreed and documented in CustomerWise. "Acceptance" of a Punch List item shall be considered to occur upon the earlier of completion of a Punch List item to the reasonable satisfaction of the City or 10 days from the City's receipt of the Punch List item from the Contractor unless the City has provided written notification to the Contractor via CustomerWise of any deficiencies. The Retainage milestone will be invoiced upon acceptance of all Punch List items in accordance with Articles 3 and 4 herein.
  - Q. "Quality Assurance" shall mean a planned and systematic pattern of all actions necessary to provide adequate confidence that a Deliverable conforms to established requirements, customer needs, and user expectations.

## ARTICLE 2 – SCOPE OF WORK

- A. Scope of Work. The Contractor shall perform the work as outlined in Exhibit A –

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Schedule A, attached hereto and incorporated herein by reference.

B. Performance Measures. Contractor shall substantially perform the Performance Measures set forth in Exhibit A. In the event the Contractor fails to obtain the results described in Exhibit A, the City may provide written notice to the Contractor of the default and specify a reasonable period of time in which the Contractor shall advise the City of specific steps it will take to achieve these results and the proposed timetable for implementation. Nothing in this Section shall be construed to prevent the City from exercising its rights pursuant to Article 6.

C. Schedule. The due dates, as set forth in Exhibit A, shall not be altered or waived by the City without prior written approval, through the Change Management process, as defined in Article 14.

D. License. For the purposes of this Agreement, the terms "Software", "License", "License Agreement" and "Release" shall have the definitions given to them in Exhibit "B". The Contractor hereby grants the City the Licenses. All Licenses granted are subject to the terms in the License Agreement and all of the rights, obligations and restrictions detailed therein.

Subject to the specific terms in the License Agreement, the City shall have the right to copy the Software only for the following purposes: archival, disaster recovery, backup and training. All archival, disaster recovery and backup copies of the Software are subject to the provisions of this Agreement. No right to modify the software will be given.

The City shall also be provided with the right to be a beneficiary to an escrow agreement that is more fully described in Exhibit "C", being the Support and Maintenance terms. For so long as the City has paid for support and maintenance services pursuant to the terms of Exhibit "C", it shall have the rights to the escrow in the Software as detailed therein.

### ARTICLE 3 - COMPENSATION

A. Compensation Schedule. The City shall pay to the Contractor based upon fixed prices for each Deliverable, per the schedule outlined in Exhibit A, less **retainage as identified in Paragraph D** in accordance with the Payment Schedule B that is attached to Exhibit A.

B. Payment. The total compensation under this Agreement shall not exceed \$1,033,476 including New Mexico gross receipts tax in accordance with the Payment Schedule B, attached to Exhibit A.

Payment shall be made upon Acceptance of each Deliverable and upon the receipt and acceptance of a detailed, certified Payment Invoice. Payment will be made to the Contractor's designated mailing address. In accordance with Section 13-1-158 NMSA 1978, payment shall

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be tendered to the Contractor within thirty (30) days of the date of written certification of Acceptance. All Payment Invoices MUST BE received by the City no later than fifteen (15) days after the termination of this Agreement. Payment Invoices received after such date WILL NOT BE PAID.

C. Taxes.

The Contractor shall be reimbursed by the City for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

Contractor and any and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or state and local laws and regulations and any other costs, including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. The City shall retain fifteen percent (15%) of the fixed-price Deliverable cost for each Deliverable that is the subject of this Agreement as security for full performance under the terms of this Agreement. All amounts retained shall be released to the Contractor upon System Acceptance of the final Deliverable.

#### ARTICLE 4 - ACCEPTANCE

A. Submission. Upon completion of agreed upon Deliverables as set forth in Article 2 and Exhibit A, Contractor shall submit a Payment Invoice with the Deliverable, or description of the Deliverable, to the Project Manager. Each Payment Invoice shall be for the fixed Deliverable price as set forth in Article 2 and Schedule B of Exhibit A, less fifteen percent (15%) retainage.

B. Acceptance. In accord with Section 13-1-158 NMSA 1978, the Executive Level Representative shall, acting reasonably, determine if the Deliverable provided meets specifications. No payment shall be made for any Deliverable until the individual Deliverable that is the subject of the Payment Invoice has been Accepted, in writing, by the Executive Level Representative. In order to Accept the Deliverable, the Executive Level Representative, in conjunction with the Project Manager, will assess the Quality Assurance level of the Deliverable and determine, at a minimum, that the Deliverable (each of the following is an "Acceptable Criteria"):

- 1.) Complies with the Deliverable requirements as defined in Article 2 and Exhibit A;

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- 2.) Complies with the terms and conditions of Contractor's response to the RFP which is included herein as reference in Exhibit A, Schedule D.
  - 3.) Meets the performance measures for the Deliverable(s) and this Agreement;
  - 4.) Meets or exceeds the generally accepted industry standards and procedures (if in existence) for the Deliverable(s); or
  - 5.) Complies with all the requirements of this Agreement.

In relation to the Deliverable meeting some but not all of the Acceptable Criteria above because there is an inconsistency or conflict between the details of Acceptance amongst the relevant document/definitions, then so long as the Deliverable meets at least the Acceptable Criteria in either 1) or 2), the Deliverable will be deemed to be capable of being Accepted where it meets the Quality Assurance level that complies with the requirements of either 1) or 2).

If the Deliverable is deemed Acceptable under Quality Assurance by the Executive Level Representative or designee, the Executive Level Representative will notify the Contractor of Acceptance, in writing, within fifteen (15) business days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice.

C. Rejection. Unless the Executive Level Representative gives notice of rejection within the fifteen (15) day business day Acceptance period, the Deliverable will be deemed to have been accepted. If the Deliverable is deemed unacceptable under Quality Assurance, fifteen (15) days from the date the Executive Level Representative receives the Deliverable(s) and accompanying Payment Invoice, the Executive Level Representative will send a consolidated set of comments indicating issues, unacceptable items, and/or requested revisions accompanying the rejection. Upon rejection and receipt of comments, the Contractor will have twenty (20) business days to resubmit the Deliverable to the Executive Level Representative with all appropriate corrections or modifications made and/or addressed. The Executive Level Representative will again determine whether the Deliverable(s) is Acceptable under Quality Assurance and provide a written determination within fifteen (15) business days of receipt of the revised or amended Deliverable. If the Deliverable is once again deemed unacceptable under Quality Assurance and thus rejected, the Contractor will be required to provide a remediation plan that shall include a timeline for corrective action acceptable to the Executive Level Representative. The Contractor shall also be subject to all damages and remedies attributable to the late delivery of the Deliverable under the terms of this Agreement and available at law or equity. In the event that a Deliverable must be resubmitted more than twice for Acceptance, the Contractor shall be deemed as in breach of this Agreement. The City may seek any and all damages and remedies available under the terms of this Agreement and available at law or equity. Additionally, the City may terminate this Agreement.

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The City of Santa Fe agrees to pay Harris total fees as delineated in Exhibit A Schedule "B". The fee structure and payment schedule is outlined in the attached Exhibit A Schedule "B". During the term of this Agreement, Harris shall, from time to time, deliver invoices to City of Santa Fe. Each invoice delivered to City of Santa Fe by Harris shall be due and payable upon receipt thereof by City of Santa Fe.

Despite anything in an Exhibit or this Agreement to the contrary, the City of Santa Fe shall reimburse Harris for its actual expenses (receipts required or affidavit of lost receipt) which are excluded from the total fees amount described in Exhibit A (including Schedule "B"). Such actual expenses will include (1) actual travel expenses including, but not limited to hotel, airfare, car rental, tolls, parking and airline and travel agent fees; (2) a travel time rate of \$75.00 per hour and a maximum of 6 hours per employee per one way trip; (3) a per diem rate of \$45.00 per day for food in accordance with the City's Per Diem and Mileage Policy and the New Mexico Department of Finance and Administration's Regulations Governing the Per Diem and Mileage; (4) a mileage charge based on the rate set by the New Mexico Department of Finance and Administration (which is the IRS rate on January 1<sup>st</sup> of the previous fiscal year) per mile; and (5) all other actual (receipts required) reasonable expenses incurred in the performance of Harris's duties including courier services and documentation copying or production. These costs are excluded from the total fees amount described in this Agreement. Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations.

#### ARTICLE 5 - TERM

THIS AGREEMENT SHALL NEITHER BE EFFECTIVE NOR BINDING UNTIL APPROVED BY THE CITY AND THE CONTRACTOR, WHICHEVER OCCURS LAST.

Except for Exhibit B, the Software License Agreement and Exhibit C, the Support and Maintenance Agreement, which have specific Term and Termination provisions, this IT Agreement, including all extensions and renewals, shall terminate four (4) years from the date approved by the City Council, as evidenced by the City Clerk's signature on this Agreement.

#### ARTICLE 6 - TERMINATION

This Agreement may be terminated as follows:

A. General. For convenience by either Party upon written notice to be delivered to the other party not less than thirty (30) business days prior to the intended date of termination.

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B. Appropriations. By the City, if required by changes in State, City or federal law, or because of court order, or because of insufficient appropriations made available by the City, United States Congress and/or the New Mexico State Legislature for the performance of this Agreement. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City terminates this Agreement pursuant to this subsection, the City shall provide the Contractor written notice of such termination at least fifteen (15) business days prior to the effective date of the termination.

C. Obligations and Waiver. By termination pursuant to this Article, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THIS ARTICLE IS NOT EXCLUSIVE AND DOES NOT CONSTITUTE A WAIVER OF ANY OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE CITY CAUSED BY THE CONTRACTOR'S DEFAULT OR BREACH OF THIS AGREEMENT.

#### ARTICLE 7 - TERMINATION MANAGEMENT

A. Contractor. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the Contractor shall:

- 1.) Transfer, deliver, and/or make readily available to the City property in which the City has a financial interest and any and all data, Know How, Intellectual Property, inventions or property of the City - the City acknowledges that all Intellectual Property rights (including Know How and inventions) in the Software and any other software provided/created during the term of this Agreement shall remain with Contractor and is subject to the License Agreement;
- 2.) Incur no further financial obligations for materials, services, or facilities under the Agreement without prior written approval of the City;
- 3.) Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the City may direct, for orderly completion and transition;
- 4.) Take such action as the City may direct, for the protection and preservation of all property and all records related to and required by this Agreement;
- 5.) Agree that the City is not liable for any costs arising out of termination for default and that the City is liable only for costs of Deliverables Accepted prior to the termination of the Agreement where this Agreement is terminated pursuant to Article 6 B;
- 6.) Cooperate fully in the closeout or transition of any activities to permit continuity in the administration of City programs;
- 7.) be paid for all Services actually performed prior to the notice of termination at the Contractor's rates as specified herein and for all non-refundable fees and associated employee costs related to the redeployment of such personnel up to the effective date of termination where this Agreement is terminated pursuant to Article 6 A, subject to City's receipt of a Payment Invoice.

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- 8.) In the event this Agreement is terminated for any reason prior to the Completion of Services such that the Software is not able to be used in a production environment, then the License granted pursuant to the License Agreement shall expire except to the extent that City requires a copy of the Software for archival purposes and disaster recovery purposes, if applicable.
- 9.) In the event this Agreement is terminated for any reason following the Completion of Services and/or in a situation where the Software can be used in a production environment, then the License granted to City in accordance with the License Agreement shall continue and not be affected by such termination and the Contractor shall assist and cooperate with the City in the orderly and timely transfer of files, computer software, documentation, system turnover plan, Know How, Intellectual Property and other materials, whether provided by the City or created by the Contractor under this Agreement, to the City, including but not limited to, the Documentation as detailed in the License Agreement. At the request of the Project Manager, the Contractor shall provide to the City a copy of the most recent versions of all files, software, Know How, Intellectual Property and documentation, whether provided by the City or created by the Contractor under this Agreement to the extent that Contractor is required to do so either under the terms of this Agreement or the License Agreement. Contractor and City agree that the functionality Accepted up to the date of the notice of termination is the only functionality that is warranted by Contractor pursuant to the License Agreement and the Contractor is not required to meet any other Deliverable milestone.

B. City. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, the City shall 1) Subject to the terms in Article 7 A 1), retain ownership of all work products and documentation created pursuant to this Agreement; and 2) In addition to the requirements listed in Article 7 A, pay the Contractor all amounts due for services Accepted prior to the effective date of such termination or expiration.

#### ARTICLE 8 -INDEMNIFICATION

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

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B. The indemnification obligation under this Agreement shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Agreement. Money due or to become due to the Contractor under this Agreement may be retained by the City, as necessary, to satisfy any outstanding claim that the City may have against the Contractor.

**ARTICLE 10 - INTELLECTUAL PROPERTY INDEMNIFICATION**

A. Intellectual Property Indemnification. The Contractor shall defend, at its own expense, the City, and/or any other body against any claim that any product or service (but not the actual Software, for which the only indemnity is provided for in the License Agreement, and the use of the phrase "product or service" throughout this Agreement shall have this meaning) provided under this Agreement infringes any patent, copyright or trademark, and shall pay all costs, damages and attorneys fees that may be awarded as a result of such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the City shall:

- 1.) Give the Contractor written notice, within forty-eight (48) hours, of its notification of any claim;
- 2.) Work with the Contractor to control the defense and settlement of the claim, as allowed under the law with the understanding that the Contractor shall have sole control over the conduct of and settlement of the claim subject to Contractor keeping City informed of and aware of pleadings, defenses, settlement negotiations and court appearances;
- 3.) Cooperate with the Contractor, in a reasonable manner, to facilitate the defense or settlement of the claim but Contractor shall not settle any claim that prejudices the City of any rights provided for in this Agreement without the City's prior written consent; and
- 4.) Contractor is not required to disclose any information to City that may, in Contractor's reasonable opinion, waive any attorney/client privilege to which such information may be subject.

B. City Rights. If any product or service becomes, or in the Contractor's opinion is likely to become, the subject of a claim of infringement, the Contractor shall, at its sole expense:

- 1.) Provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2.) Replace or modify the product or service so that it becomes non-infringing; or
- 3.) Accept the return of the product or service and refund an amount equal to the value

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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 taking into account a five (5) year amortization of the applicable product or service used by the City. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

#### ARTICLE 11 - WARRANTIES

A. General. The Contractor expressly warrants the Software in the License Agreement. This warranty is not in addition to the warranties in the License Agreement but is provided solely for information purposes.

B. Software. The Contractor warrants that the Deliverables (but not the Software associated with the Deliverables, which is subject only to the warranties in the License Agreement), once complete, have been created in a manner consistent with this Agreement and the related Exhibits and comply with Contractor's officially published specifications, if any. Contractor shall correct and revise any Deliverable that do not meet this warranty, as necessary, during the testing of the Deliverables.

C. Other. Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks. Harris shall have no liability under this Article 11 if the City of Santa Fe has modified the Software in any manner without the prior written consent of Harris. The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade

#### ARTICLE 12 - CONTRACTOR PERSONNEL

A. Key Personnel. Contractor's key personnel shall not be diverted from this Agreement without the prior written approval of the City. Key personnel are those individuals considered by the City to be mandatory to the work to be performed under this Agreement. Key personnel shall be:

Executive Sponsor - Terry Ridyard  
Project Manager - Dante Fabiello  
DBA - John Yu  
Application Consultant - Mike Osovetsky  
Conversion Specialist - Ehsan Ahmad  
Technical Lead - Michael Stammers  
Trainer - Therese Martinez

B. Personnel Changes. Replacement of any personnel shall be made with personnel of equal ability, experience, and qualification and shall be approved by the City. For all

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personnel, the City reserves the right to require submission of their resumes prior to approval. If the number of Contractor's personnel assigned to the Project is reduced for any reason, Contractor shall, within ten (10) business days of the reduction, replace with the same or greater number of personnel with equal ability, experience, and qualifications, subject to City approval. The City, in its sole discretion, may approve additional time beyond the ten (10) business days for replacement of personnel. The Contractor shall include status reports of its efforts and progress in finding replacements and the effect of the absence of the personnel on the progress of the project. The Contractor shall also make interim arrangements to assure that the project progress is not affected by the loss of personnel. The City reserves the right to require a change in Contractor's personnel if the assigned personnel are not, in the sole opinion of the City, meeting the City's expectations. Any costs associated with replacing Contractor's personnel, including training and/or integrating personnel into the project, will be the sole responsibility of the Contractor.

#### ARTICLE 13 – STATUS OF CONTRACTOR

A. Independent Contractor. The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

B. Subject of Proceedings. Contractor warrants that neither the Contractor nor any officer, stockholder, director or employee of the Contractor, is presently subject to any litigation or administrative proceeding before any court or administrative body which would have an adverse effect on the Contractor's ability to perform under this Agreement; nor, to the best knowledge of the Contractor, is any such litigation or proceeding presently threatened against it or any of its officers, stockholders, directors or employees. If any such proceeding is initiated or threatened during the term of this Agreement, the Contractor shall immediately disclose such fact to the City.

#### ARTICLE 14 – CHANGE MANAGEMENT

A. Changes. The Change Order Process detailed in section 4.2 of Exhibit A shall apply to this Agreement.

#### ARTICLE 16 – DEFAULT/BREACH

In case of default and/or breach by the Contractor, for any reason whatsoever, the City and the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, subject to any applicable limitation

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of liability.

**ARTICLE 17 - EQUITABLE REMEDIES**

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

**ARTICLE 18 - LIABILITY**

Contractor shall be liable for damages arising out of injury to persons and/or damage to real or tangible personal property before or after Acceptance, delivery, installation and use of the equipment, either at the Contractor's site or the City's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor or defect of the equipment or installation. Contractor shall not be liable for damages arising out of, or caused by, alterations to the equipment (other than alterations performed or caused by Contractor's officers, employees or agents) made by the City or for losses occasioned by the City's fault or negligence. Nothing in this Agreement shall limit the Contractor's liability, if any, to third parties and employees of the City, or any remedy that may exist under law or equity in the event a defect in the manufacture of the equipment, or the negligent acts or omissions of the Contractor, its officers, employees, or agents, is the cause of injury to such person.

For the purposes of this Article, the following shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates

Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect. The City of Santa Fe and Harris recognize that circumstances may arise entitling the City of Santa Fe to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City of Santa Fe's remedies and Harris's liabilities are governed by the Agreement plus the provisions of this Article 18 and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

**A. EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d)**

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DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY, IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY OF SANTA FE IN CONNECTION WITH THIS AGREEMENT.

B. IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY,

C. CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

#### ARTICLE 19 - ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of this Agreement's approval authorities, except that Contractor shall be able to assign this Agreement to any affiliate with proper notice provided to City subject to the affiliate agreeing to be bound by all of the terms of this Agreement and there being no resultant personnel changes.

#### ARTICLE 20 - SUBCONTRACTING

The Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Agreement, nor shall any subcontracting obligate payment from the City.

#### ARTICLE 21 - RELEASE

The Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

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**ARTICLE 22 - CONFIDENTIALITY**

Any confidential information provided to the contractor by the agency or, developed by the Contractor based on information provided by the agency in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City. Upon termination of this Agreement, Contractor shall deliver all confidential material in its possession to the City within thirty (30) business days of such termination. The confidentiality provisions as detailed in Section 7.2 of Exhibit A shall also apply to this Agreement. .Otherwise, in relation to the Software, the confidentiality provisions of the License Agreement shall apply thereto.

**ARTICLE 23 -CONFLICT OF INTEREST**

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee have been followed.

**ARTICLE 24 - RECORDS AND AUDIT**

The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during this Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment for services under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments. Where City intends to conduct such an audit at Contractor's facilities, the following shall apply: Such rights shall be limited to only once in every six month period, upon two weeks' notice and only to those parts of Contractor's facilities with such information, during Contractor's regular business hours.

**ARTICLE 25 - AMENDMENT**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties hereto. No amendment shall be effective or binding unless approved by all of the approval authorities.

**ARTICLE 28 - MERGER, SCOPE, ORDER OF PRECEDENCE**

A. Severable. The provisions of this Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter hereof, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid

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provision.

B. Merger/Scope/Order. This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement. The parties agree that the License Agreement is a separate agreement enforceable on its own terms.

#### ARTICLE 29 - NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or upon telephone confirmation by Contractor to the sender of receipt of a facsimile communication that is followed by a mailed hard copy from the sender. Notices shall be addressed as follows:

For CITY

Peter Ortega  
Utility Billing Water Division  
801 W. San Mateo Street  
Santa Fe, New Mexico 87505  
Attention: Peter Ortega  
Telephone: 505-955-4364

Any change to the Notice individual or the address, shall be effective only in writing.

#### ARTICLE 30- GENERAL PROVISIONS

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

B. Equal Opportunity Compliance. The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor pertaining to equal employment opportunity. In accordance with all such laws of the, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in

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compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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

D. Applicable Law. The laws of the State of New Mexico shall govern this Agreement. Venue shall be proper only in a New Mexico court of competent jurisdiction in the county where the City's main office is located. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all such lawsuits.

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

F. Headings. Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

#### ARTICLE 31 - SURVIVAL

The Articles entitled Intellectual Property, Confidentiality, Liability and Warranties shall survive the expiration or termination of this Agreement. The License Agreement and other unexpired agreements entered into in conjunction with this Agreement shall survive the expiration or termination of this Agreement.

#### ARTICLE 32 - TIME

Calculation of Time. Any time period herein calculated by reference to "days" means calendar days; provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or such observed holiday.

#### ARTICLE 33 - FORCE MAJEURE

Neither party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars,

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insurrections and/or any other cause beyond the reasonable control of the party who performance is affected.

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

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

Name Peter Fanous

Title Executive Vice President

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

Name Aviva Cohen

Title Vice President, Finance

**CITY OF SANTA FE:**

\_\_\_\_\_  
*David Coss*

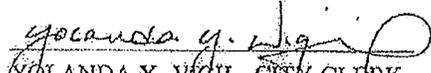
DAVID COSS, MAYOR

\_\_\_\_\_  
11-26-13

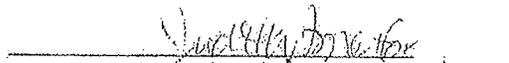
DATE

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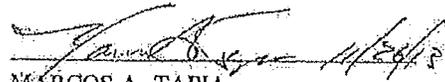
ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
11-15-13

APPROVED AS TO FORM:

  
GENO ZAMORA, CITY ATTORNEY 10/21/13

APPROVED:

  
MARCOS A. TAPIA,  
FINANCE DIRECTOR  
52201.5708.50  
Business Unit/Line Item



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

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

1 FOR: ORIGINAL CONTRACT  or CONTRACT AMENDMENT

2 Name of Contractor N Harris Computer Corp

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$1,033,476.00

Termination Date: November 13, 2017

Approved by Council Date: November 13, 2013

or by City Manager Date: \_\_\_\_\_

Contract is for: billing system

Amendment # 1 to the Original Contract# 13-1138

Increase/(Decrease) Amount \$ 1033476

Extend Termination Date to: na

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: Pending

Amendment is for: Increase comp and scope

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

Amount \$ 1,033,476.00 of original Contract# 131138 Termination Date: 11/13/2017

Reason: billing system

Amount \$ 19,500.00 amendment # 1 Termination Date: NA

Reason: scope and comp

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ 1,052,976



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

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

RFP# \_\_\_\_\_ Date: November 26, 2013

RFQ  \_\_\_\_\_ Date: \_\_\_\_\_

Sole Source  \_\_\_\_\_ Date: \_\_\_\_\_

Other \_\_\_\_\_

6 Procurement History: Year 2 of 4  
example: (First year of 4 year contract)

7 Funding Source: water subs BU/Line Item: 52201.57085

8 Any out-of-the ordinary or unusual issues or concerns:  
none  
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Maya Martinez

Phone # \_\_\_\_\_ -4271

10 Certificate of Insurance attached. (If original Contract)

**Submit to City Attorney for review/signature**

Forward to Finance Director for review/signature

Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # \_\_\_\_\_

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

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

Comments:

*Budget available to support the amendment -  
6/3/15*

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

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

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

2 Name of Contractor N. Harris Corporation (DBA Advanced Utility Systems)

3 Complete information requested  Plus GRT  
 Inclusive of GRT

Original Contract Amount: \$68,750(annually)

Termination Date: 06/30/2017\*

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Contract is for:** Software, Licensing, and Implementation Services

Amendment # \_\_\_\_\_ to the Original Contract# \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

or by City Manager Date: \_\_\_\_\_

**Amendment is for:**

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

Amount \$ \_\_\_\_\_ of original Contract# \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Amount \$ \_\_\_\_\_ amendment # \_\_\_\_\_ Termination Date: \_\_\_\_\_

Reason: \_\_\_\_\_

Total of Original Contract plus all amendments: \$ \_\_\_\_\_



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

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

RFP# 13/33/P Date:

RFQ Date:

Sole Source Date:

Other

6 Procurement History: Award of Contract (RFP 13/33/P)
example: (First year of 4 year contract)

7 Funding Source: Public Utilities/Utility Billing/Billing Unit BU/Line Item: 52201.57085

8 Any out-of-the ordinary or unusual issues or concerns:
(Memo may be attached to explain detail.)

9 Staff Contact who completed this form: Peter Ortega

Phone # (505)-955-4364

10 Certificate of Insurance attached. (if original Contract)

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

To be recorded by City Clerk:

Contract #

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

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

Comments:

\* Annual support & maintenance of software. Renewable every year after software installed