

APPLICATION SERVICE PROVIDER AGREEMENT

THIS APPLICATION SERVICE PROVIDER AGREEMENT ("Agreement") is made as of date shown below (the "Effective Date") by and between the following parties:

E&F Recovery, LLC
9014 Peacock Hill Ave.
Suite 200
Gig Harbor, WA 98332
("EF Recovery")

City of Santa Fe Fire Department
200 Murales Road
Santa Fe, NM 87504
(the "Customer")

Effective Date: December 29, 2017

EF Recovery provides an electronic patient care report service known as the RescueNet ePCR SaaS (the "Services"). Customer wishes to obtain the right to access the Services. Subject to the terms of this Agreement, EF Recovery is willing to provide Customer with the right to access the Services pursuant to the fee schedule shown below.

This Agreement consists of this Application Service Provider Agreement and the attached Terms of Service, each of which are incorporated in and made a part of this Agreement. This Agreement supersedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. Capitalized terms used in this Agreement will have the meanings given to them in this Agreement. Any capitalized terms not defined in this Agreement will have their plain English (US) meanings. This Agreement may be changed or modified only by a written addendum signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Services Fee Schedule

<u>Services</u>	<u>Price</u>	<u>Quantity</u>	<u>Minimum Monthly Charge</u>
ZOLL RescueNet ePCR SaaS - per PCR	\$3.00 per PCR per month	1,145	\$3,434.25
RescueNet ePCR SaaS Managed Services	\$350.00 per month + \$0.05 per PCR per month	1,145	\$407.25
Hosted FireRMS Station	\$210.00 per station per month	1	\$210.00
Database Licensing	\$280.00 per server per month	2	\$560.00
Total Minimum Monthly Charge			\$4,612.50

Note: Taxes (if applicable) will be added at the appropriate rate upon invoicing.

Terms and Conditions

1. TERM.

- 1.1 **Initial Term:** This Agreement will begin on the Effective Date and continue for a period of two (2) years.
- 1.2 **Renewal Term:** Following expiration of the Initial Term, EF Recovery maintains sole discretion to determine whether this Agreement may renew, for an additional 1 year term, and shall notify Customer whether it will offer a one year Renewal Term, in writing, within 60 days prior to the expiration of the Initial Term. If EF Recovery offers Customer a Renewal Term, Customer must accept the Renewal Term, in writing, within 30 days prior to the expiration of the Initial Term.

2. INVOICING AND PAYMENT.

- 2.1 **Minimum Monthly Charge:** For each and every billing period following the date of the first invoice pursuant to Section 2.1, at the end of each calendar month during the Initial Term and/or any subsequent Renewal Term, EF Recovery will bill Customer and Customer will pay to EF Recovery, an agreed upon minimum monthly payment set forth under the Services Fee Schedule of the Agreement. Customer understands and expressly acknowledges its obligation to timely pay the minimum monthly charge even if the Customer's variable and/or fixed monthly costs set forth in the Services Fee Schedule of the Agreement total an amount less than the stated "minimum monthly charge." Customer further understands and acknowledges that if the combined fixed and/or variable monthly costs set forth in the Services Fee Schedule of the Agreement exceed the "minimum monthly charge," that Customer will timely pay any such fixed and/or variable monthly costs over and above the "minimum monthly charge."

2.2 **Due Date:** All amounts stated on any invoice issued by EF Recovery will be due and payable by Customer within 30 days of the date of that invoice. Customer will pay any taxes, including, without limitation, sales, use, value added, gross receipts, privilege, excise, and personal property taxes, levied on the Services or any Fees. When applicable, EF Recovery may inform Customer of any such taxes that EF Recovery is required to collect and Customer will pay such taxes to EF Recovery. If Customer is tax exempt or pays state taxes directly, then prior to invoicing, Customer must provide EF Recovery with a copy of a current tax exemption certificate issued by Customer's state taxing authority for the given jurisdiction.


2.3 **Late Payments:** Customer's payment for Services shall be deemed late when Customer fails to remit payment, which is not being disputed in good faith, within thirty (30) days of receipt of the invoice. Any late payment shall bear interest at the rate of one and one-half percent (1½ %) per month or the maximum rate allowed under law, whichever is lower, or fraction thereof, from the due date until paid in full. Disputed amounts, if the dispute is resolved in favor of EF Recovery, shall bear interest from the due date until paid. Notwithstanding any other provision under this Agreement, any undisputed invoice, or undisputed portion thereof, not paid within sixty (60) days may result in an interruption of Services. Such interruption shall not relieve Client from its obligation to pay the undisputed amounts due and owing through the end of the Initial Term. EF Recovery also reserves the right to assert appropriate liens to ensure payment.

3. TERMINATION AND SUSPENSION.

3.1 Except as otherwise set forth in this Agreement, either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure such material breach within 15 days after receiving written notice thereof from the non-breaching party. In the event that Customer elects to terminate the Agreement prior to expiration of the Initial Term for any reason, Customer understands and expressly acknowledges that such termination does not suspend, discontinue, diminish, or in any way alter its continuing obligation to timely satisfy all invoices reflecting fees due to EF Recovery through the final date of the Initial Term. EF Recovery may suspend the Services (or any portion thereof) upon notice to Customer in the case of any breach or threatened breach by Customer. Upon expiration or termination of this Agreement for any reason: (1) EF Recovery may cease all Services; (2) all Fees owed to EF Recovery under this Agreement before such termination or expiration will be immediately due and payable; and (3) upon payment of all such Fees, and upon the request of Customer, EF Recovery will provide Customer with a single copy of all Customer Content included by Customer in any Data existing on the System as of the effective date of expiration or termination in PDF format (copies in non-PDF format will be made available upon the request of Customer at EF Recovery's then-current rates).

By signing below, each party agrees to be legally bound by the Terms of this Agreement (including the Terms of Service) as of the Effective Date.

E&F Recovery, LLC

Signature 
Name Steven D. Kaufman
Title CEO
Date December 29, 2017

Customer

Signature _____
Name _____
Title _____
Date _____

See attached

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

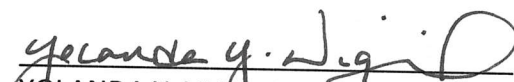
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 4/4/2018

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK
cc mtg 3/28/18

APPROVED AS TO FORM:

 4/2

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 4.3.18

ADAM K. JOHNSON, FINANCE DIRECTOR

12087.530710

Business Unit/Line Item:

TERMS OF SERVICE

THIS AGREEMENT ("**Agreement**") is made as of date shown below (the "**Effective Date**") by and between the following parties:

E&F Recovery, LLC
9014 Peacock Hill Ave.
Suite 200
Gig Harbor, WA 98332
("**EF Recovery**")

City of Santa Fe Fire Department
200 Murales Road
Santa Fe, NM 87504
("**You**")

Effective Date: December 29, 2017

1. **Parties.** All references to "we", "us", and "our" shall be construed to mean EF Recovery. If you are not acting on behalf of yourself as an individual, then "you", "your", and "yourself" means your company or organization or the person you are representing.
2. **Agreement.** This Agreement between you and EF Recovery is also subject to EF Recovery's Privacy Policy. This policy can be found by visiting https://www.efrecovery.com/privacy.aspx?height=500;width=700&TB_iframe=true
3. **Eligibility.** SaaS Services are not available to any user that has been suspended or removed from the system.
4. **SaaS Services.** "SaaS Services" consist of collection of data, remote monitoring of systems, data reporting and certain administrative and management services with respect to the system that we provide through our website. We reserve the right to update and modify the SaaS Services from time to time.
5. **Use and Restrictions.** Subject to the terms and conditions of this Agreement, you may access and use the SaaS Services only through the login protocols provided to you, but only for your own internal purposes. All rights not expressly granted in this Agreement are reserved by EF Recovery and its licensors.
 - 5.1. You will be granted authorized login protocols for the SaaS Services, and you agree not to use the SaaS Services in excess of your authorized login protocols. You agree not to access (or attempt to access) the SaaS Services by any means other than through the login protocols we provide. You agree not to access (or attempt to access) the SaaS Services through any automated means (including use of scripts or web crawlers), and you agree to comply with the instructions set out in any robots.txt file (if any) present on the SaaS Services.
 - 5.2. You are not authorized to (i) resell, sublicense, transfer, assign, or distribute the SaaS Services or content; (ii) modify or make derivative works based upon the SaaS Services or content; (iii) "frame" or "mirror" the SaaS Services or content on any other server or Internet-enabled device, or (iv) reverse engineer, decompile the SaaS Services or their enabling software for any purpose.
 - 5.3. You are not authorized to use our SaaS Services or servers for the propagation, distribution, housing, processing, storing, or otherwise handling in any way lewd, obscene, or pornographic material, or any other material which we deem to be objectionable. The designation of any such materials is entirely at our sole discretion.
6. **Inquiries Regarding SaaS Services.** You agree to make all inquiries regarding the SaaS Services and technical support directly to EF Recovery.
7. **Transition from EF Recovery.** If EF Recovery or its licensor, ZOLL Data Systems, Inc. ("ZOLL") notifies you of a transition from EF Recovery, you will have a period of thirty (30) days during which you may enter into an agreement with ZOLL (or its designee) for continuation of the SaaS Services under mutually agreeable terms and conditions. If a mutual agreement is not entered into during such thirty (30) day period, you will have an additional thirty (30) day period to transition to another service provider.
8. **Ownership.** The software and technology used by us to provide the SaaS Services are protected by law, including, but not limited to, United States copyright law and international treaties. The copyrights and other intellectual property rights in this material are owned by ZOLL and/or others. Except for the limited rights granted herein, all other rights are reserved.

9. **Termination.** You agree that we may terminate your account and access to the SaaS Services for cause without prior notice, upon the occurrence of any one of the following: (a) any material breach of this Agreement, or (b) requests by law enforcement or other government agencies. Termination of your account includes (i) removal of access to all SaaS Services, and (ii) deletion of your login protocols. Further, you agree that all terminations shall be made in our sole discretion, and that we will not be liable to you or any third-party for any termination of your account or access to SaaS Services.
10. **Your Account-Related Responsibilities.** You are responsible for maintaining the confidentiality of your login protocols, and any additional information that we may provide regarding accessing the SaaS Services. If you knowingly share your login protocols with another person who is not authorized to use the SaaS Services, this Agreement is subject to termination for cause. You agree to immediately notify us of any unauthorized use of your login protocols or any other breach of security.
11. **Warranty Disclaimers.** EXCEPT AS MAY BE PROVIDED IN ANY SEPARATE WRITTEN AGREEMENTS SIGNED BY THE PARTIES, THE SaaS SERVICES ARE PROVIDED "AS-IS", AND NEITHER WE NOR ZOLL OR ANY OF OUR RESPECTIVE LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SaaS SERVICES. EF RECOVERY, ZOLL AND THEIR RESPECTIVE LICENSORS SPECIFICALLY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SaaS SERVICES, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS, TIMELINESS, CORRECTNESS, NON-INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE. EF RECOVERY, ZOLL AND THEIR LICENSORS DO NOT REPRESENT OR WARRANT THAT THE SaaS SERVICES: (A) WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (C) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THESE DISCLAIMERS CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. IF IMPLIED WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THEN ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE PERIOD REQUIRED BY APPLICABLE LAW. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.
12. **Limitation of Liability.** IN NO EVENT SHALL EF RECOVERY, ZOLL AND/OR THEIR LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SaaS SERVICES, INCLUDING WITHOUT LIMITATION THE USE OR INABILITY TO USE THE SaaS SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SaaS SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF EF RECOVERY, ZOLL OR THEIR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EF RECOVERY'S OR ZOLL'S AGGREGATE LIABILITY RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID TO EF RECOVERY BY YOU.
13. **Confidential Information.** You agree that all non-public information that we provide regarding the SaaS Services, including without limitation, our pricing, marketing methodology, and business processes, is our proprietary and confidential information. You agree to use this confidential information only for purposes of exercising your rights hereunder while in strict compliance with this Agreement, and you further agree not to use or disclose this confidential information for a period of three (3) years after termination hereof.
14. **Onward Transfer of Personal Information Outside Your Country of Residence.** Any personal information which we may collect on the SaaS Services will be stored and processed in our servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.
15. **Export Control.** We provide SaaS Services and use software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. You acknowledge and agree that the SaaS Services shall not be used in, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to, countries to which the United States maintains an embargo (collectively, "**Embargoed Countries**"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "**Designated Nationals**"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the SaaS Services, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. export control laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.

16. **Registration Data.** Registration is required for you to establish an account at the SaaS Services. You agree (a) to provide certain current, complete, and accurate information about you as prompted to do so by our online registration form ("**Registration Data**"), and (b) to maintain and update such Registration Data as required to keep such information current, complete and accurate. You warrant that your Registration Data is and will continue to be accurate and current, and that you are authorized to provide such Registration Data. You authorize us to verify your Registration Data at any time. If any Registration Data that you provide is untrue, inaccurate, not current or incomplete, we retain the right, in our sole discretion, to suspend or terminate rights to use your account. Solely to enable us to use information you supply us internally, so that we are not violating any rights you might have in that information, you grant to us a nonexclusive license to (i) convert such information into digital format such that it can be read, utilized and displayed by our computers or any other technology currently in existence or hereafter developed capable of utilizing digital information, and (ii) combine the information with other content provided by us in each case by any method or means or in any medium whether now known or hereafter devised.

17. **Monitoring.** We reserve the right to monitor your access and use of the SaaS Services without notification to you.

18. **Security; Access to Data.** You shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of your link to the Internet. As part of the SaaS Services, EF Recovery shall implement reasonable and appropriate security procedures consistent with prevailing industry standards to protect data from unauthorized access by physical and electronic intrusion; provided, however, unless resulting from the failure of EF Recovery to perform the foregoing obligations, the parties agree that neither EF Recovery nor ZOLL shall, under any circumstances, be held responsible or liable for situations (a) where data or transmissions are accessed by third parties through illegal or illicit means, or (b) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws unknown to EF Recovery at the time. EF Recovery will report to you any unauthorized access to your data promptly upon discovery by EF Recovery, and EF Recovery will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in your data is required, you shall be solely responsible for any and all such notifications at your expense. You agree that EF Recovery and ZOLL may access your data, de-identify it and use it for any lawful purpose consistent with applicable law.

19. **Notices.** We may give notice to you by means of (a) a general notice in your account information, (b) by electronic mail to your e-mail address on record in your Registration Data, or (c) by written communication sent by first class mail or pre-paid post to your address on record in your Registration Data. Such notice shall be deemed to have been given upon the expiration of forty eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to EF Recovery (such notice shall be deemed given when received) at any time by any of the following: (i) by letter sent by confirmed facsimile to us at the following fax number 1-253-853-1348; or (ii) by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to 9014 Peacock Hill Ave STE 200 Gig Harbor, WA 98332, in either case, addressed to the attention of "Contract Administrator". Notices will not be effective unless sent in accordance with the above requirements.

20. **Applicable Law; Jurisdiction and Venue.** This Agreement shall be construed under the laws of the State of Washington, without regard to its principles of conflicts of law. The courts in Santa Fe, New Mexico shall be the exclusive jurisdiction and venue for all legal proceedings under this Agreement.

21. **Severability.** If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

22. **Force Majeure.** We shall not be liable for damages for any delay or failure of delivery arising out of causes beyond our reasonable control and without our fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

23. **Survival.** Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof; such clauses to include, without limitation, the following: Warranty Disclaimers, Limitation of Liability, Confidential Information, Security, Notices, Applicable Law, Jurisdiction and Venue, Severability, Force Majeure, and Miscellaneous.


24. **U.S. Government Customers.** We provide the SaaS Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the SaaS Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights

in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable agreement. Unpublished rights are reserved under the copyright laws of the United States.

25. **Miscellaneous.** This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof. The application the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. This license is written in English, and English is its controlling language.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed below.

E&F RECOVERY, LLC

Signature 
Name Steven Kaufman
Title CEO
Date December 29, 2017

CITY OF SANTA FE FIRE DEPARTMENT

Signature _____
Name _____
Title _____
Date _____
See attached

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

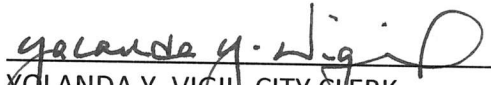
CITY OF SANTA FE:



ALAN WEBBER, MAYOR

DATE: 4/4/2018

ATTEST:




YOLANDA Y. VIGIL, CITY CLERK
cc mtg. 3/28/18

APPROVED AS TO FORM:

 4/2

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 4.3.18

ADAM K. JOHNSON, FINANCE DIRECTOR

12087.530710

Business Unit/Line Item:

Customer of Santa Fe (Customer) and EF Recovery (EF Recovery)

ADDENDUM

A. **TERMINATION**

This Agreement may be terminated by either party upon 10 days written notice to EF Recovery. EF Recovery shall render a final report of the services performed up to the date of termination and shall turn over to the Customer original copies of all work product, research or papers prepared under this Agreement.

B. **INDEMNIFICATION**

EF Recovery shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from EF Recovery's performance under this Agreement as well as the performance of EF Recovery's employees, agents, representatives and subcontractors.

C. **CHOICE OF LAW**

This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of the Customer and the State of New Mexico, without giving effect to the conflict of law principles thereof.

D. **NEW MEXICO TORT CLAIMS ACT**

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

E. **INSURANCE**

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


F. **RECORDS AND AUDIT**

EF Recovery shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services

rendered. These records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.


Signature Lines required:

Customer:



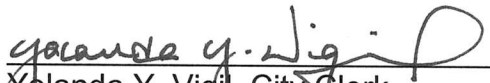
Alan Webber, Mayor
Date: 4/4/2018

EF Recovery:

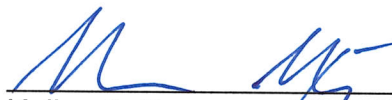


Name & Title
Date: _____
See attached

Attest:

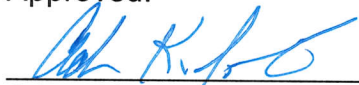


Yolanda Y. Vigil, City Clerk
CE mtg. 3/28/18
Approved as to form:



Kelley A. Brennan, City Attorney *3/22*

Approved:



Adam K. Johnson, Finance Director *4.3.18*

rendered. These records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.

Signature Lines required:

Customer:

Javier M. Gonzales, Mayo

Date: _____

Attest:

Yolanda Y. Vigil, City Clerk

Approved as to form:

MDM 1/22

Kelley A. Brennan, City Attorney

Approved:

Adam K. Johnson, Finance Director

EF Recovery:

Steen Hawfman
Name & Title Steen Hawfman, CEO

Date: 12/29/17