

“SOLE SOURCE” PROCUREMENT JUSTIFICATION

Sole source purchases are goods and services available from only one vendor. There may be just one vendor because of patents or copyrights or simply because the vendor is the only one which supplies the good or service. Using Department must provide a written explanation as to why only this particular product/service is acceptable and why no other will be suitable or acceptable to meet the need. A quote must accompany this form.

Department name: Information Technology Department

1. Name of product or service: Banner 9
2. Name of product manufacturer: Avenu Government Systems/ Avenu Insights & Analytics
3. Name of “sole” product supplier or service provider: Avenu Government Systems
4. Describe in general terms the product/service you are requesting and the intended application.

Banner Finance, Banner Human Resources, Oracle Database, Banner Employee Self Service, Banner Finance Self Service and Oracle Application Server as listed on the attached invoice. Consulting/Training Services for Banner Finance process improvement assessment per the attached agreement. Banner system remote database administration services in accordance with the attached agreement.

5. Describe the unique features/capabilities/characteristics that distinguish it from other products/services.

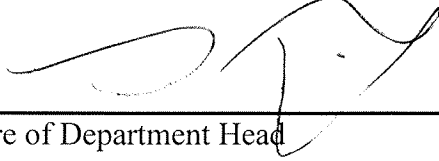
Banner is the County’s Business Management System - Enterprise Resource Planning ERP system. Avenu Government Systems / Avenu Insights & Analytics owns all legal rights to sell, support and provide Banner services in the local government market. Thus, Avenu is the only company that can provided the licenses, products, and services listed above to Doña Ana County.

6. How did you determine there was only one source for the product or service? Provide information on the research that was performed to locate suppliers for this product(s) or service(s). (Please furnish names, addresses and other documentation).

By the attached documents provided by Avenu Government Systems / Avenu Insights & Analytics.

7. What product supplier or service provider has your Department used until now to satisfy similar requirements?

The County has been using Banner for about 20 years.



Signature of Department Head

10/3/2019

Date

(Attach Quote and Use Additional Sheets As Necessary)

****This form is used by Purchasing Department to determine if a "Sole Source" procurement criterion is met.
Completing this form does not guarantee approval of this type of procurement.**



October 2, 2019

To Whom It May Concern:

Avenu Insights and Analytics, LLC is the contract owner for the Banner® software products, is currently, and will continue to be, the sole source provider of sales, support and services, for all Banner products available to the local government market.

If you should have any questions, or wish to discuss this matter further, please feel free to contact me at (225) 937-8133.

Sincerely,

Jay McDaniel

Jay McDaniel
Banner/RDBA Services
Avenu Insights and Analytics, LLC



Technology Services Agreement

Avenu Government Systems, LLC
Dona Ana County, New Mexico

This agreement for technology services ("Agreement") is made by and between **Avenu Government Systems, LLC**, 130 Division Street, Waite Park, MN 56387 ("Avenu"), and **Dona Ana County**, a government entity in the State of New Mexico, 845 North Motel Blvd, Las Cruces, NM 88007 ("Client"). Avenu and Client (each individually a "party" and collectively the "parties") agree as follows:

1. SERVICES Avenu agrees to provide to Client the technology services described in the Statement of Work ("Services"), which is attached to and incorporated in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.

2. TERM This Agreement will become effective on July 1, 2019 ("Effective Date") and will continue through June 30, 2020 ("End Date"), unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree in writing to extend this Agreement for additional one (1) year periods ("Extended Term"), subject to the termination provisions of this Agreement.

3. PAYMENT Client agrees to pay Avenu for the Services, including any partially completed work performed to the date of termination for loss of funding or any other reason except default by Avenu. Avenu will submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt of the invoice.

4. TAXES If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under this Agreement. Avenu may be considered a limited agent of Client for the sole purpose of purchasing goods or services on behalf of Client without payment of taxes from which Client is exempt. If Avenu is required to pay taxes by determination of a proper taxing authority having jurisdiction over the products or services provided under this Agreement, Client agrees to reimburse Avenu for payment of those taxes.

5. DELIVERY AND ACCEPTANCE Client will have ten (10) business days after notification by Avenu that a portion of the Services are complete and ready for acceptance to inspect and accept or decline that portion of the Services. If Client declines to accept all or any part of the Services, Client will provide Avenu a written description of the deficiencies and a reasonable opportunity to cure those deficiencies. Client will indicate acceptance of the Services in writing. However, if Client fails to accept or decline the Services and deliver a written list of deficiencies to Avenu within ten (10) business days after receipt of notice of delivery, the Services will be deemed to have been accepted by Client.

6. CONFIDENTIALITY With respect to Client business information that is confidential and not subject to disclosure under the Inspection of Public Records Act and clearly designated as confidential ("Client Confidential Information"), Avenu will keep that information confidential by using the same degree of care and discretion that is used with information that Avenu regards as confidential. Avenu will not be required to keep confidential any information that: (a) is or becomes publicly available; (b) is already lawfully possessed by Avenu; (c) is independently developed by Avenu outside the scope of this Agreement without reliance on Client Confidential Information; or (d) is rightfully obtained from third parties. Avenu is not required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how, or techniques developed by Avenu while providing the Services. Avenu and Client agree to use confidential information only for the purposes of this Agreement and on a strictly need-to-know basis, and will not disclose confidential information to any third party (other than as

permitted under this Agreement) or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client with the prior written consent of the parties.

7. OWNERSHIP, USE, AND RETURN OF DATA All information, records, documents, files, data, and other items relating to the business of Client, whether prepared by Client or Avenu or otherwise coming into the possession of Avenu in connection with performing the Services or otherwise during the Term will remain the exclusive property of Client. All data and personal information transferred from Client to Avenu under this Agreement will be transferred by (a) Secure Large File Transfer (SLFT) that password protects and encrypts the data or (b) Avenu FTP site accessible only by account. If Client uses the Avenu FTP site, access to account information will be limited to authorized personnel. If Client transfers data or personal information to Avenu by any other means, Avenu shall not be responsible for any damages related to loss of data or personal information.

8. ACCESS TO FACILITIES AND INSURANCE Client agrees to provide Avenu with reasonable access to Client facilities for provision of Services, as well as secure storage areas for materials, equipment, and tools, if required. Avenu agrees to maintain standard insurance coverage and naming the Client as an Additional Insured (AI) as indicated below. Avenu will provide evidence of coverage on a standard ACORD form certificate of insurance.

	Standard Insurance	Limits Not Less Than
X	Commercial General Liability (AI)	\$1,000,000/\$2,000,000
	Automobile Liability	\$1,000,000/\$2,000,000
X	Worker's Compensation as required by State Law	As required by Law
	Excess/Umbrella	\$5,000,000
X	Professional Liability / Errors & Omissions	\$1,000,000/\$2,000,000
X	Cyber Liability	\$1,000,000/\$3,000,000
	Property	\$5,000,000
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law

9. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party.

10. WARRANTIES Avenu warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then Avenu will, to the maximum extent allowable by third-party vendors, pass-through to Client all warranties for materials furnished under this Agreement. Avenu will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers.

11. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND AVENU MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

12. LIMITATIONS OF LIABILITY NEITHER PARTY WILL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT

EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO AVENU DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. **TERMINATION FOR BREACH OR DEFAULT** If either party materially breaches any of the terms and conditions of this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, the party giving notice of breach may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination.

13. TERMINATION WITH NOTICE AND EFFECT OF TERMINATION This Agreement is subject to termination for convenience by Client upon not less than fifteen (15) days written notice to Avenu. If this Agreement is terminated before the End Date, Avenu will invoice Client for work performed to the End Date, and Client agrees to pay Avenu for those Services. Upon termination of this Agreement for any reason, all software and other Avenu-owned material will promptly be returned to Avenu at the sole expense of Client. The County's obligation to make payment under the terms of this Agreement is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance final approval of the County's budget. Avenu shall be paid for all work completed in accordance with the requirements of the Statement of Work, up until the date Avenu receives notice of non-appropriation or until the termination date listed in such notice, whichever is later.

14. NOTICES TO PARTIES Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be hand delivered, delivered by overnight delivery service, or mailed (certified mail, postage prepaid).

To Avenu:

Avenu Government Systems, LLC
130 Division Street
Waite Park, MN 56387
Attn: Contracts Department

To Client:

Dona Ana County
845 North Motel Blvd.
Las Cruces, NM 88007
Attn: Mr. Geof Abruzzi

With a copy to:

Avenu Government Systems, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Attention: Contracts Department

15. ASSIGNMENT AND SUBCONTRACTING This Agreement is binding on the parties and their successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the other party will be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu will notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure

that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.

16. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of New Mexico, without reference to the principles of conflict of laws.

17. INDEMNIFICATION Avenu shall hold harmless, indemnify and defend Client and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from and against any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the negligent acts, omissions, or willful misconduct or fraud of Avenu and its agents, employees, consultants, sub-consultants and representatives in undertaking and performing the Services; however, no indemnification will be required for any claims, losses, damages or expenses resulting from any negligence or willful misconduct of Client or any of the other Indemnitees. This Article shall survive early termination or expiration of this Agreement.

18. SOVEREIGN IMMUNITY By entering into this Agreement, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978 Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. Nor provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

19. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

Avenu Government Systems, LLC

Signature

Louis Schiavone, Jr.

Name

President

Title

Date

Dona Ana County, New Mexico

Signature

Fernando R. Macias

Name

County Manager

Title

Date

8/23/19

Schedule A

Statement of Work

A. Avenu Services

1. Avenu will provide remote database administration services ("Services") for the Client.
2. Avenu will provide the Services for the Avenu system(s) specified below under Remote DBA Deliverables.
3. An Avenu project manager will be responsible for coordinating the resources and schedules for the mutually agreed upon Services.
4. Avenu will provide up to two hundred (200) service hours (on a shared services basis) over the Term of the Agreement ("Service Hours"). Use of Service Hours in excess of sixteen (16) hours per month may result in all Service Hours being expended prior to the End Date of the Term. Client agrees to pay for additional Service Hours at the hourly rate set forth in Section C of this Schedule A.
5. Avenu will use the hours to provide the services described in Section B, below, as requested by Client, in accordance with the provisions of the Agreement and this Schedule A.

B. Remote DBA Deliverables

1. Avenu will review and document the existing computing environment and discuss the goals and direction of Client with representatives of the Client.
2. Avenu will periodically connect into the Client computer system to review and monitor the Oracle environment and operating characteristics of the Avenu system(s), and propose needed changes, upgrades, and tuning adjustments as necessary.
3. Avenu staff will coordinate with data processing and administrative staff to assist in or implement any needed changes.
4. The Client Information Systems Manager and Avenu consultant will mutually agree upon the monthly hours expended to monitor and support the system.
5. Avenu agrees to perform the following support activities, as requested by Client:
 - (a) Assist in developing the policies regarding the administration of the Avenu system(s) and work towards devising a mutually agreeable plan for performing database maintenance that will minimize impact to the Client's production computer environment.
 - (b) Perform periodic Avenu system and Oracle upgrades delivered by Avenu for the following Avenu systems: Finance and Human Resources. Upgrades must be scheduled in coordination with Information Systems staff and are typically performed in a test environment, then placed into the production environment after end users approve changes.
 - (c) Assist Client to install minor software corrections and fixes for the Finance and Human Resources system when received from Avenu.

- (d) Periodically, dial-in to monitor database activities, tune the database and work with the system and network manager(s) to improve overall performance.
 - (e) Develop and implement security and backup/recovery plans.
 - (f) Create new accounts and grant and revoke database privileges.
 - (g) Identify and resolve data and application-oriented problems. Help system and network managers identify problems in their areas.
 - (h) Propose changes, upgrades or tuning adjustments as necessary. Coordinate with the Information Systems staff to assist with or implement recommended changes, including on-site visits as necessary.
6. After hours work should be scheduled at least two weeks in advance. Avenu realizes that certain emergency situations may arise that will dictate off hours work be performed immediately, but work efforts such as upgrades or maintenance that need to be performed must be scheduled in advance. Services provided after hours will be charged at a double-time rate, i.e., each hour of service will be charged at a rate equivalent to two (2) service hours.
7. If requested, Avenu will send personnel on-site to perform any of the previously mentioned tasks. Client agrees to reimburse Avenu for all travel and living expenses related to on-site assistance.

C. Fees and Payment

- 1. Avenu will invoice Client on a fixed fee basis, and Client agrees to pay to Avenu, twenty-eight thousand dollars (\$28,000.00) for the Services in monthly installments of two thousand three hundred and thirty-three dollars (\$2,333.33) per month.
- 2. For Services provided above and beyond the 200 Service Hours during the Term, Client agrees to pay Avenu at the rate of one hundred forty dollars (\$140.00) per hour. Additional Service Hours must be requested in writing by an authorized representative of Client.
- 3. Reimbursable expenses are not included in the fees for Service Hours, and will be invoiced monthly, as expenses are incurred.
- 4. Activities related to the provision of on-site Services (including preparation time, actual travel time, identification of follow-up tasks, preparation of a written trip report, telephone consultation, and management follow-up) will be charged against available Service Hours.



Technology Services Agreement

20 - 076

Avenu Government Systems, LLC

Dona Ana County, New Mexico

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- 1. SERVICES** Avenu agrees to provide to Client the technology services described in the Statement of Work ("Services"), which is attached to and incorporated in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
- 2. TERM** This Agreement will become effective on July 1, 2019 ("Effective Date") and will continue through June 30, 2020 ("End Date"), unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). At the end of the Term, the parties may agree in writing to extend this Agreement for additional one (1) year periods ("Extended Term"), subject to the termination provisions of this Agreement.
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permitted under this Agreement) or to the employees of the other party, Avenu subcontractors, or permitted consultants engaged by the Client with the prior written consent of the parties.

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X	Worker's Compensation as required by State Law	As required by Law
	Excess/Umbrella	\$5,000,000
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X	Cyber Liability	\$1,000,000/\$3,000,000
	Property	\$5,000,000
X	Other legally required of the employer or for the contractor's occupation / profession.	As required by Law

9. FORCE MAJEURE Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party.

10. WARRANTIES Avenu warrants that the Services will be performed in a professional and workmanlike manner. If third-party hardware or commercial software is furnished under this Agreement, then Avenu will, to the maximum extent allowable by third-party vendors, pass-through to Client all warranties for materials furnished under this Agreement. Avenu will provide only the warranties and exchange policies for any defective items that are offered by the manufacturers.

11. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND AVENU MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED. AVENU EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO AVENU UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO AVENU DURING THE THREE (3) MONTHS PRECEDING THE CLAIM.
TERMINATION FOR BREACH OR DEFAULT If either party materially breaches any of the terms and conditions of this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or any longer period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, the party giving notice of breach may terminate this Agreement. Termination by Client will be effective upon delivery of final payment to Avenu of all sums due under this Agreement to the effective date of the termination.

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To Avenu:

Avenu Government Systems, LLC
130 Division Street
Waite Park, MN 56387
Attn: Contracts Department

To Client:

Dona Ana County
845 North Motel Blvd.
Las Cruces, NM 88007
Attn: Mr. Geof Abruzzi

With a copy to:

Avenu Government Systems, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Attention: Contracts Department

15. ASSIGNMENT AND SUBCONTRACTING This Agreement is binding on the parties and their successors and assigns. Avenu may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of Avenu. Any other attempt to make an assignment without prior written consent of the other party will be void. Avenu may provide for the delivery of all or part of the Services through the use of subcontractors. Avenu will notify Client of work being performed by any subcontractor that performs work on the premises of Client and shall ensure

that the insurance requirements that apply to Avenu under this Agreement apply to and are complied with by each subcontractor.

16. GOVERNING LAW This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of New Mexico, without reference to the principles of conflict of laws.

17. INDEMNIFICATION Avenu shall hold harmless, indemnify and defend Client and its "public employees" as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, from and against any and all claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the negligent acts, omissions, or willful misconduct or fraud of Avenu and its agents, employees, consultants, sub-consultants and representatives in undertaking and performing the Services; however, no indemnification will be required for any claims, losses, damages or expenses resulting from any negligence or willful misconduct of Client or any of the other Indemnitees. This Article shall survive early termination or expiration of this Agreement.

18. SOVEREIGN IMMUNITY By entering into this Agreement, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978 Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. Nor provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

19. ENTIRE AGREEMENT The contents of this Agreement (including the Statement of Work) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of Avenu and the Client have executed this Agreement.

Avenu Government Systems, LLC

Signature

Louis Schiavone, Jr.

Name

President

Title

Date

Dona Ana County, New Mexico

Signature

Fernando R. Macías

Name

County Manager

Title

Date

Schedule A

Statement of Work

A. Avenu Services

1. Avenu will provide consulting/training services ("Services"), for the Client, defined as Banner Finance Process Improvement Assessment (PIA), as defined in Schedule B below.
2. An Avenu project manager will be responsible for coordinating the resources and schedules for the mutually agreed upon Services.

B. Technology Services

1. Avenu will provide Banner Finance consulting services, onsite and/or remote, as defined in Schedule B (Scope of Work) below.

C. Fees and Payment

1. Avenu will provide up to a maximum of 80 hours of services, at a rate of \$150/hour (\$12,000.00). Avenu will invoice Client, and Client agrees to pay Avenu, for the actual number of hours used during these consulting/training sessions, plus any expenses incurred at actual cost.
2. For avoidance of doubt, the quoted 80 hours is not a "fixed fee" or "not to exceed" number of hours, but rather an estimated number of hours to perform required Services, as defined in Schedule B (below). If needed, Client can request additional hours via a written request.
3. In the event that Client needs to cancel, or reschedule, consulting/training services, cancellation fees may be incurred based on the number of calendar days you are cancelling prior to the scheduled services. This cancellation fee is applicable regardless if the services are rescheduled. The cancellation policy is as follows:
 - a. 30 calendar days or more notice: no penalty
 - b. 29-15 days calendar day notice: 50% penalty
 - c. 14 calendar days or less notice: 100% penalty

Cancellation fees are based on the cost of scheduled services. All travel cost, plus any applicable change fees, will also be invoiced to Client.

4. Fees will be invoiced, and paid, in U.S. Dollars. Invoices will be sent to Client for services provided on an as-incurred basis, in arrears, during incremental phases during the project.
5. If the Scope of Services requested by Client changes, the cost for the Services may also change.
6. Travel, living and other reimbursable expenses are not included in the fee, and will be invoiced as incurred.

Schedule B

Scope of Work

Banner Finance Process Improvement /System Analysis

An Avenu consultant will meet with key staff and decision makers during an on-site visit to discuss current Organizational practices, procedures, policies and business processes. Prior to the visit, a planning call will be scheduled and a questionnaire about current practices will be sent to client. Using this information and industry best practices, Avenu will identify:

- Process improvements that can be achieved through leveraging Banner Finance functionality based upon the latest releases
- Business processes that can be improved through system re-implementation
- Operational activities that would benefit from further training and/or consultative support
- Areas where specific teams can work cross-functionally to implement integrated processes

Service Description

Engagement	Engagement Description	Estimated Avenu Hours
Banner Finance	The Finance System Analysis will focus on the core functions identified below: • Accounts Payable • Electronic Approvals • Finance Self-Service • General Ledger • Interfaces • Purchasing • Reporting • Rules and Security The client may add 1 additional topic from the additional functions listed below: • Fixed Assets • Research Accounting – Proposals, Grants, Billing • Budget Development • Accounts Receivable • Purchase Card	
	Service Break Down as follows:	
	• Planning call, questionnaire refinement, and reviewing questionnaire responses	8
	• On-site - System Analysis interviews	32
	• Development/finalization of System Analysis, follow-up on other deliverables as defined	32
	• Travel	8

Technology Services Agreement



Project Assumptions:

- Additional Professional Service consulting hours may be recommended as follow-up based on the System Analysis.
- The service engagement will be a joint effort between Avenu and Organization's staff.
- The last two hours of the final day may be reserved for the consultant to work through elements which can be easily resolved by the way of immediate improvements in configuration and/or processes.
- At the conclusion of the on-site visit, the Avenu consultant will summarize the findings and recommendations with the client to:
 - Prioritize the items identified to provide a suggested relative sequence of addressing the recommendations.
 - Provide a preliminary working tool for both Client and Avenu.
- After the conclusion of the System Analysis on-site visit, the consultant will deliver the Process Improvement Assessment write-up. The Final System Analysis will contain:
 - An executive-level summary which will be focused on key decisions, themes and areas of opportunity, and the recommendations agreed upon.
 - A more detailed review of the challenges of the current practices, the recommended practices with benefits gained by the new approach, an estimated level of effort required, and a relative priority of each recommendation.
 - List of participants included in the engagement.

Client Responsibilities:

- Current refresh of the Production database to a Test instance of Banner Finance for accurate assessment of rules and validations relative to configurations activities.
- Avenu access to the TEST instance of Banner Finance.
- Provide the Avenu consultant with his/her requested access to the TEST instance of Banner.

Out of Scope:

- In depth training for the topics discussed during the System Analysis.
 - Avenu's recommendations may include consulting services if the Organization is not prepared to address internally.
 - Avenu consultants will not provide complex setup recommendations during the engagement due to time constraints.



INVOICE

Avenu Government Systems LLC
5860 Trinity Pkwy Ste 120
Centreville, VA 20120

Invoice #: INVB-005056
Page Number: 1
Invoice Date: 07/25/2019
Due Date: 08/24/2019

Bill To:
DONA ANA COUNTY
Attn: Geof Abruzzi, Information Technology
845 North Motel Blvd
Las Cruces, NM 88007

***** New remittance address *****

ORDER NO.	CUSTOMER #	CUSTOMER PO	TERMS	DUE DATE
	C101151	POP: 08/1/2018 - 07/31/2020	Net 30	08/24/2019

Item	Description	Unit	Quantity	Unit Price	Amount USD
FT000010	Banner Finance (Term: August, 2018 - July, 2019)	Each	1	\$38024.42	\$38,024.42
FT000011	Banner Human Resources (Term: August, 2018 - July, 2019)	Each	1	\$28518.33	\$28,518.33
FT000013	Oracle Database (Term: August, 2018 - July, 2019)	Each	1	\$13426.87	\$13,426.87
FT000012	Banner Employee Self-Service (Term: August, 2018 - July, 2019)	Each	1	\$4415.50	\$4,415.50
FT000012	Banner Finance Self-Service (Term: August, 2018 - July, 2019)	Each	1	\$4205.24	\$4,205.24
FT000014	Oracle Application Server (Term: August, 2019 - July, 2020)	Each	1	\$4235.81	\$4,235.81
SUBTOTAL					\$92,826.17
TOTAL					\$92,826.17

USD

*****Please note our new remittance instructions:**

Please remit payment to:

Via EFT – ACH (Preferred):

Bank of America
Account Name: Avenu Holdings, LLC
ABA/Routing #: 051-000-017
Account Number (USD): 435029067110

Via Check:

Avenu Government Systems
PO Box 841262
Dallas, TX 75284-1262

Please contact the Billing Department at AR@avenuinsights.com, or call 571-485-7875, should you have any questions or comments

Don Bullard

From: Francis Enaholo <Francis.Enaholo@avenuinsights.com>
Sent: Tuesday, September 24, 2019 11:31 AM
To: Olivia Nunez; Tony Mustillo; Antonia Magro
Cc: Geof Abruzzi; Pamela Wood; Bob Bunting; Don Bullard; Amy Walters; Jaimie Lewis
Subject: RE: Banner Software Support
Attachments: AVENU GOVERNMENT SYSTEMS LLC - DE - Certified Copy.pdf; Pages from Equity Purchase Agreement.pdf

Hi Olivia –

This is a follow up to the voice message I left you a few minutes ago. As I explained, Conduent Government Systems, LLC. did not change its name to Avenu Insights & Analytics, LLC. Instead, a simple change in name to Avenu Government Systems, LLC. was made upon acquisition late 2018. The attached name change certificate should suffice as proof. Perhaps a brief explanation of the purchase and our company structure may further clarify the above:

Avenu Holdings, LLC. purchased the Conduent Government Systems, LLC (f/k/a Xerox Government Systems, LLC) and other Conduent constituent companies on 9/28/2018 through an Equity Purchase Agreement. On October 30th, 2018, we filed name change papers with the State of Delaware to change the name from Conduent Government Systems LLC. to AVENU GOVERNMENT SYSTEMS, LLC.

Being an equity purchase, only the management of the company changed; the TIN (23-2154345) and company structure remained the same. Furthermore, the acquisition did not relieve Avenu (as successor-in-interest to the contract with Dona Ana) of its rights , duties, and obligations as set forth within the Agreement (s), including the provision and maintenance of the Banner Software Agreement, as amended and the Service Agreement, as amended, to the County.

We will revise the invoices to reference Avenu Government Systems, LLC. and resubmit. This, together with the attached copies of the name change certificate, redacted (excerpt) copy of the Equity Purchase Agreement and to the extent required, amendments to the Banner Software Agreement and Service Agreement, should suffice to get the County comfortable to paying Avenu all payments due. I'm flexible and available to answer any questions or concerns that may persist.

Thanks ever so much for keeping faith with Avenu and for your continued business,

FRANCIS ENAHOLO

DIRECTOR, CONTRACTS

Avenu Insights & Analytics, LLC.
5860 Trinity Parkway, Suite 120
Centreville, VA 20120
Off: 571 441 1863
francis.enaholo@avenuinsights.com

www.avenuinsights.com



From: Olivia Nunez <olivian@donaanacounty.org>
Sent: Friday, September 20, 2019 10:38 AM

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CONDUENT GOVERNMENT SYSTEMS, LLC", CHANGING ITS NAME FROM "CONDUENT GOVERNMENT SYSTEMS, LLC" TO "AVENU GOVERNMENT SYSTEMS, LLC", FILED IN THIS OFFICE ON THE THIRTIETH DAY OF OCTOBER, A.D. 2018, AT 6:26 O`CLOCK P.M.



2316300 8100
SR# 20192093113

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202471772
Date: 03-19-19

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: _____
CONDUENT GOVERNMENT SYSTEMS, LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

FIRST: The name of the Limited Liability Company is
AVENU GOVERNMENT SYSTEMS, LLC

SECOND: The address of its registered office in the
state of Delaware is 3500 South DuPont Highway Dover,
DE 19901, County of Kent, Delaware. The name of its
registered agent at such address is Interstate Agent
Services, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 30TH day of OCTOBER, A.D. 2018.

By: /S/ALEX ENGLARD

Authorized Person(s)

Name: ALEX ENGLARD

Print or Type