

EC-20-214



Mayor Timothy M. Keller

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

INTER-OFFICE MEMORANDUM

November 13, 2020

TO: Patrick Davis, President, City Council

FROM: Timothy M. Keller, Mayor

A handwritten signature in black ink, appearing to be 'TK' or a stylized 'K', is written over the name 'Timothy M. Keller'.

SUBJECT: By Request for CSD Media Resources Approval of the Second Supplemental Agreement with Proview Networks, LLC

Attached for consideration and approval is the Second Supplemental Agreement with Proview Networks, LLC. The purpose of this contract is to provide Programming Services for Public Access Television for the Media Resources Division of The Cultural Services Department (CSD).

CSD currently has a professional/technical contract with Proview Networks LLC. The original Agreement was for Sixty Thousand dollars (\$60,000) in August 2019, and increased by Forty Thousand dollars (\$40,000) with a First Supplemental Agreement in July 2020. This Second Supplemental Agreement adds One Hundred Fifty Thousand dollars (\$150,000.00).

The contract in total will be Two Hundred Fifty Thousand dollars (\$250,000), with an option to extend the contract for one (1) additional one (1) year period, dependent on CSD's needs.


This request provides the approval pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance, which requires City Council approval on contracts exceeding the \$100,000 threshold.

I am forwarding this Supplemental Agreement for your consideration and action.

**By Request for CSD Media Resources Approval of the Second Supplemental Agreement
with Proview Networks, LLC**

Approved:

Approved as to Legal Form:


 11/30/20

Sarita Nair Date
Chief Administrative Officer


DocuSigned by:
Esteban A. Aguilar, Jr. 11/16/2020 | 1:47 PM MST

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Esteban A. Aguilar, Jr. Date
City Attorney

Recommended:

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 11/16/2020 | 10:41 AM MST

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Dr. Shelle Sanchez Date
Director – Cultural Services Department

DocuSigned by:
 11/30/2020 | 9:28 AM P

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Lawrence Rael
Chief operating officer

Cover Analysis

1. What is it?

Approval of the Second Supplemental Agreement to add monies for Programming Services for Public Access Television provided by Proview Networks LLC for the Cultural Service Department (CSD), City of Albuquerque.

2. What will this piece of legislation do?

This piece of legislation provides the approval pursuant to § 5-5-19, Approval of Contracts, ROA 1994 of the City's Public Purchasing Ordinance and allows the continuation of programming services for Media Resources, a division of CSD. This will authorize CSD to increase the contract with Proview Networks, LLC by an additional \$150,000, and provide for future extensions of the agreement for up to one (1) additional one (1) year period.

3. Why is this project needed?

In 1986, the Albuquerque City Council approved the establishment and support for public access cable television channels. The cable television franchise ordinance between the City of Albuquerque") and the local cable television provider, Ordinance 13-5-3 et seq., R.O.A. 1994, requires channel availability for public, educational, and governmental access. The City desires to adapt the mission of access television to these evolving technologies and resulting community needs, such as "bridging the digital divide," while retaining the foundational public service for free speech.

4. How much will it cost and what is the funding source?

The contract will in total be Two Hundred Fifty Thousand and No/100 (\$250,000.00). The original Agreement was for Sixty Thousand dollars (\$60,000) in August 2019, and increased by Forty Thousand dollars (\$40,000) with a First Supplemental Agreement in July 2020. This Second Supplemental Agreement adds One Hundred Fifty Thousand dollars (\$150,000.00). Funding for this Supplemental Agreement will come from the existing operating budget of the Media Resources division of CSD.

5. Is there a revenue source associated with this Plan? If so, what level of income is projected?

N/A

FISCAL IMPACT ANALYSIS

TITLE:By Request for CSD Media Resources - Approval of the Second Supplemental Agreement with Proview Networks, LLC

R:O:
FUND:General Fund 110

DEPT:Cultural Services - Media Resources

- ☒ [X] No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.
- ☐ [] (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	Fiscal Years			
	2019	2020	2021	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		-		-
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ -	\$ -	\$ -
<input type="checkbox"/> [] Estimated revenues not affected				
<input checked="" type="checkbox"/> [x] Estimated revenue impact				
Revenue from program				0
Amount of Grant		-	-	
City Cash Match				
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ -	\$ -	\$ -

These estimates do not include any adjustment for inflation.
* Range if not easily quantifiable.

Number of Positions created

COMMENTS: FY 2021 Appropriation for Media Resources (Program 2300001, Dept ID 2328000) includes funding for this Supplemental Agreement. No additional appropriation of funds will be required to support this request.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

DocuSigned by:

Denise Ortiz

11/16/2020 | 7:19 AM MST

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FISCAL MANAGER (date)

APPROVED:

DocuSigned by:

Shirley

11/16/2020 | 10:41 AM MST

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DIRECTOR (date)

REVIEWED BY:

DocuSigned by:

Emma Romero

11/16/2020 | 12:01 PM MST

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EXECUTIVE BUDGET ANALYST (date)

DocuSigned by:

Lorraine L. Davis

11/16/2020 | 12:05 PM MST

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BUDGET OFFICER (date)

DocuSigned by:

Christine Bourque

11/16/2020 | 1:18 PM MST

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CITY ECONOMIST (date)

SECOND SUPPLEMENTAL AGREEMENT

THIS SECOND SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and Proview Networks LLC, a partnership, 5345 Wyoming Blvd. NE, Suite 101, Albuquerque NM 87109 ("Contractor").

RECITALS

WHEREAS, the City and the Contractor entered into an Agreement, dated August 8, 2019, whereby the Contractor agreed to render certain professional services to the City ("Original Agreement"); and

WHEREAS, the City and the Contractor entered into the First Supplemental Agreement on July 1, 2020 (the Original Agreement and the First Supplemental Agreement shall collectively be referred to herein as the Agreement); and

WHEREAS, the City has determined that it would like to extend that agreement; and

WHEREAS, the Contractor is agreeable.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:

Time of Performance. Services of the Contractor shall commence upon execution of Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 30, 2022. This agreement may be extended for one (1) additional one (1) year period by mutual agreement upon the same terms and conditions as herein contained. The Parties also agree that prior to expiration of this Agreement, the City may issue a request for proposals or quotes for the same or similar services as those covered by this Agreement.

2. Section 3A of the Agreement is hereby amended to read as follows:

A. Compensation. For performing the Services as specified in Section 1 hereof, the City agrees to pay the Contractor up to the total amount of Two Hundred Fifty Thousand and No/100 (\$250,000.00), which amount is comprised of the Original Agreement amount of Sixty Thousand and No/100 Dollars (\$60,000.00), plus the amount of Forty Thousand and No/100 Dollars (\$40,000.00) added in the First Supplemental Agreement and the amount of One Hundred Fifty Thousand and No/100 (\$150,000.00) added in this Second Supplemental Agreement. Such total

includes any gross receipts taxes and shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

3. The following paragraphs should be added as the last paragraph, 29 and 30, of the Agreement:

29. **Electronic Signatures** The parties agree that this Agreement may be electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

30. **Force Majeure**. The City shall not be liable for failure to perform its obligations under this Agreement due to causes beyond the control and without the fault or negligence of the City which would render such performance impossible or hazardous. Such causes include, but are not restricted to, acts of God or the public enemy, acts of State or Federal governments, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above (hereinafter "Force Majeure Event"). If a Force Majeure Event causes any failure to perform, the City shall promptly inform the Business in writing of such event, indicating the expected duration thereof and the period for which suspension in performance is requested. The parties shall consult with each other in good faith with respect to modification of this Agreement to reflect such suspension or other changes (if any) desired by the City as a result thereof. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

4. Except as herein expressly amended, the terms and condition of the Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Agreement and this Second Supplemental Agreement, in which event, the terms and conditions of the Second Supplemental Agreement shall control.

5. This agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this agreement.

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AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2019, by and between the City of Albuquerque, New Mexico, a municipal corporation (“City”), and Proview, a partnership, 5345 Wyoming Blvd. NE, Suite 101 Albuquerque NM, 87109 (“Contractor”).

RECITALS

WHEREAS, the City has designated one of the public, educational, and governmental (“PEG”) access channels set aside under the Franchise ordinance, §13-5-3-1 *et seq.* R.O.A. 1994, for the broadcast of locally produced, original programs (“Channel 26” or “LO Channel”); and

WHEREAS, the Contractor is willing to provide such services; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, including producing local and original programming for the LO channel; and

DEFINITIONS. The definitions set forth in §13-5-3-1 *et seq.* R.O.A. 1994 (“Ordinance”), as amended, shall apply to this Agreement. In addition, as used in this Agreement, the following terms shall have the following meanings:

1. ***Albuquerque Metropolitan Statistical Area*** (“MSA”) means the area in Office of Management and Budget, Bulletin No. 18-04, p. 41, that overlaps the county boundaries of Bernalillo, Sandoval, Valencia, and Torrance counties.
2. ***Broadcast ready*** means complete edited final versions of programs ready for “airing” on the LO Channel and that otherwise meet the requirements of this Agreement, the LO Rules and other applicable legal requirements.
3. ***City Facility*** means the City’s studio located at 519 Central S.W. Albuquerque, NM 87102.
4. ***LO*** means local origination, as further described in this Agreement.
5. ***LO Rules*** means Rules of Practice and Procedure for local origination, as further described in this Agreement.
6. ***Locally Produced Program*** or ***Locally Produced Programming*** means a program or programming provided by the Contractor in which the filming occurs within the MSA and/or which is produced by residents of the MSA.
7. ***Original program*** or ***Original Programming*** means a locally produced program or locally produced programming that has not previously aired on any cable television channel, including PEG channel, any commercial broadcast television channel, or any non-commercial educational broadcast television channel. The term “original” is synonymous with the term “first run”; and the Parties shall use the term original in this Agreement.

8. **Producer** means a person who most actively exerts influence over the production of a locally produced program.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (“Services”) in a satisfactory and proper manner, as determined and specifically directed by the City:

A. Programming, Generally; Sponsors.

i. The Contractor shall provide the City a minimum of 84 hours per week of broadcast ready programming for the LO Channel (“program or programming”) in accordance with the schedule established by the City in consultation with the Contractor.

ii. Contractor shall submit the proposed programming to the CABQ monthly.

iii. Contractor may use the following proposed blocks of time (“programming blocks”): Monday – Friday from 7:00AM -10:00AM and Tuesday – Saturday from 5:00PM – 11:00PM. The City may adjust Contractor’s programming blocks as needed to accommodate the needs of the LO Channel. Contractor may reserve any additional times not covered in the schedule for the month as needed and based on availability.

iv. Contractor shall follow the established “PBS Model” for sponsors of programming. A copy of the model is attached as Appendix A-Guidelines for Announcements of Commercial Sponsors.

v. The programming shall include both entertainment and informative programming.

vi. The programming shall be non-commercial and focused on cultural, educational, civic, ethnic, recreational, health-related, philosophical, and other interests and activities of the City’s residents, their neighborhoods, schools and associations.

B. Broadcast Right; Copyright The City shall have the right to air programs in perpetuity. Programs must not contain material copyrighted by third parties or containing other third party proprietary rights unless the Contractor submits written permission from the owner for the City to air the program in perpetuity. Such permissions must be submitted prior to or contemporaneous with submission of the programming and must convey unrestricted rights to the City to air the program(s) in perpetuity.

C. Locally Produced and Original Programming

i. Eighty percent (80%) of all programming shall be locally produced. Therefore, a minimum of Sixty seven and 20/100 (67.20) hours of the required Eighty four (84) hours per week of broadcast ready programming must be locally produced.

ii. A minimum of Nineteen (19) hours of the locally produced broadcast ready programming this Agreement shall be original programming.

iii. The City may reduce the required number of hours of original programming provided that the requirements of the Ordinance are still met, in which case the City shall provide the Contractor with written notification of such reduction.

D. Internet Platforms In the provision of LO services, a locally produced program that Contractor has made available for viewing on YouTube or other internet platform may be provided as both a locally produced and original program pursuant to this Agreement provided it has not been previously broadcast on any cable television channel, including any PEG channel, or any commercial broadcast channel, or any non-commercial educational broadcast television (PBS) channel.

E. Recruiting and Training Producers

i. All locally produced programming shall be produced by qualified field and studio production persons.

ii. To be qualified, a producer must have attended a studio production and producer class and participated in at least two City staff or access user studio productions and otherwise meet the requirements of the LO Rules.

iii. Contractor's current trained staff may satisfy the requirements of this Section (E) provided that Contractor is able to demonstrate that Contractor's current staff possesses comparable training and experience.

iv. If Contractor produces a program in the studio, a qualified producer must attend and supervise the production of the locally produced program.

F. Other Contractor Responsibilities

i. Contractor shall adequately maintain City-owned equipment.

ii. Contractor shall ensure each program complies with the LO Rules and other applicable legal requirements, including but not limited to privacy and intellectual property laws and Rules governing conduct of crew and guests.

iii. Contractor shall ensure financial accountability for all City funds.

iv. Contractor shall meet with designated City Staff Representative(s) to discuss and receive approval of all locally produced programs prior to commencing production.

G. Promotion In partnership with the City, Contractor shall create and implement a marketing strategy to promote viewership of the programs. Contractor must receive prior approval from the City before using the City's logo or other branding for promotional purposes.

H. Contributing Content Providers Contractor shall process and prepare, in accordance with the LO Rules, programs from contributing providers for cablecast and streaming.

I. Viewing Platforms/Archiving Contractor shall make programming available for viewing on as many platforms as possible, including broadcasting on the LO Channel, streaming live video, providing access to archived programs, and publicizing their availability.

J. LO Rules Contractor shall assist the City with developing rules for LO Channel operations, which shall be approved by the City. The LO Channel Rules shall, among other things, standardize the actions to be taken to deal with violations of federal, state, local laws, and technical standards, including procedures for on-site production management, disciplinary actions (immediate and long term) and dispute resolution and any alternative options for disciplinary actions. Contractor shall make available the LO Rules to all producers and to the general public/citizens of Albuquerque.

K. Hi Definition Format Options If a high definition option is available, and the City decides to air in high definition format, the Contractor shall comply with the following:

- i. Produce programming in a high definition (HD) format for the newly activated high definition Access Channel and, in addition, for simulcast on the standard definition (SD) as may be necessary; and
- ii. Provide the minimum number of hours of locally produced and original programs as required for this Agreement and, if simulcast is necessary, then the same number of required hours for the SD channel.

L. Reporting Contractor shall submit to the City's Cultural Services Department or other appropriate identified party or parties as desired by the City the following information on the schedules indicated below:

- i. **Program schedules:** In consultation with the City, on the 15th of each month, Contractor shall submit a schedule of all programming for the following month indicating the title of the program, whether the program is local, original, or both local and original, and the cablecast time. Each submittal shall contain the total number of hours per month of programming, and the total of studio and production time used.

- ii. **Planning and Annual Reports.** Upon execution of this Agreement, the Contractor is required to provide to the Cultural Services Department a written plan detailing:

- a. Future revenue enhancement and funding strategies including an estimate of projected annual income;

- b. A quarterly innovative plan to minimize dependence on City cash contribution; and

- c. An Annual Report detailing the Contractor's financial status and all cash or in-kind contributions, programming enhancements and changes, survey results, community outreach initiatives and results, grants applied for, received and/or denied and a listing of the Contractor's governing body, meeting dates and approved minutes or summaries of all meetings.

- iii. **In-Kind Reports.** The Contractor shall provide a written report of all in-kind contributions. A written description of such in-kind contributions shall be provided to the Cultural Services Department no later than the date of execution of the agreement, and

annually thereafter on that date. The nature of the in-kind contributions is at the discretion of the Contractor, but must be approved by the City in advance.

iv. Organizational Reports. Upon execution of the Agreement, and annually thereafter on that date, if changes to these documents occur, the Contractor shall provide organizational charts detailing management responsibilities and Programming and production rules and procedures.

v. Financial Statements and Performance Reports. The Contractor shall provide the following monthly financial statements and quarterly performance reports.

a. Financial statements including an Income Statement and Balance Sheet shall be due on the 15th of each month commencing with the month following execution of this Agreement and shall detail the transactions of the preceding month. Financial statements must detail revenues according to source and detail whether expenditures were for programming or other purposes, such as the provision of products for sale, services for hire, or equipment for rent.

b. Performance reports shall detail progress of the Contractor with respect to all requirements of this Scope of Services. Such performance reports shall be due at the end of each quarter.

M. Financial Obligations Contractor shall prudently and responsibly manage its financial obligations. In addition, Contractor will comply with any lease agreement between Contractor and City for the use of the City Facility.

N. Equipment The Contractor may use City-owned property and/or equipment located at the City Facility solely for the purposes of this Agreement ("Equipment"). To the extent of availability of PEG funds and equipment, the City will provide the Contractor with the equipment necessary to meet the locally produced programming requirements of this Agreement. Contractor shall manage the Equipment provided by the City for programming services and ensure the Equipment is:

- i. In good repair, well maintained and available for the use of producers; and
- ii. Adequate for fulfilling all Agreement requirements, including the fulfillment of the required hours of programming on as many platforms as possible, such as by providing content for the LO channel, streaming live video feeds, and storing video archives on accessible websites.
- iii. The Contractor shall return the Equipment to the City upon termination of this or any subsequent agreements with Contractor.

O. Equipment Inventory Report All Equipment shall be tagged and identified as City of Albuquerque property in accordance with applicable laws and regulations. At the conclusion of the Agreement, the Contractor shall be responsible for providing the City with

an inventory list which at a minimum identifies all Equipment in its custody or possession by inventory tag number and model description and number; the location of each piece of Equipment; and an explanation as to how the Equipment was used in the reporting year, including the names of the programming and the number of hours for which the Equipment was used. The Report shall also identify aged-out or non-functioning equipment.

P. State Appropriations Any equipment purchased with appropriations made by the New Mexico Legislature for LO programming will be the property of the City in accordance with state law. A separate agreement will be executed for the distribution and administration of any such legislative appropriations. Any such funds will not be treated as part of the compensation in this Agreement.

Q. Studio Space The Contractor may use the upper level space at the City Facility for the sole purpose of providing the services required under this Agreement. The City and Contractor will enter into a separate agreement addressing the use of any City owned studio space.

2. Time of Performance. Services of the Contractor shall commence upon execution of Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 30, 2020. This Agreement may be extended for additional one year periods by mutual written consent of the parties, in which case the parties shall execute a contract supplement for additional time. The Parties also agree that prior to expiration of this Agreement, the City may issue a request for proposals or quotes for the same or similar services as those covered by this Agreement.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of Sixty Thousand and No/100 (\$60,000) per year, which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

B. Method of Payment. Such amount shall be payable at the rate Twelve and 68/100 Dollars (\$12.68) per hour of broadcast ready programming, which rate includes any applicable gross receipt taxes. Payments shall be made to the Contractor either biweekly or weekly for completed Services and upon receipt by the City of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any provision in this Agreement to the contrary, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If

sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current Fiscal Year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

4. Independent Contractor. Neither the Contractor nor its employees are considered to be employees of the City of Albuquerque for any purpose whatsoever. The Contractor is considered as an independent contractor at all times in the performance of the Services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or Agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify and hold harmless the City and its officials, agents and employees, in their official and individual capacities from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the Services performed by the Contractor under this Agreement or by reason of any asserted act or omission, neglect or misconduct of the Contractor or Contractor's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. Insurance. The Contractor shall procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts hereinafter provided with insurance companies authorized to do business in the State of New Mexico, covering all operations under this Agreement, whether performed by it or its agents. Before commencing the Services and on the renewal of all coverages, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied

with this Section. All certificates of insurance shall provide that thirty (30) days' written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. With respect to all coverages required other than professional liability or workers' compensation, the City shall be named an additional insured. All coverages afforded shall be primary with respect to operations provided. Kinds and amounts of insurance required are as follows:

A. Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire - Legal
\$ 5,000	Medical Payments

Said policy of insurance must include coverage for all operations performed for the City by the Contractor, and contractual liability coverage shall specifically insure the hold harmless provisions of this Agreement.

B. Automobile Liability Insurance. N/A

C. Workers' Compensation Insurance. Workers' Compensation Insurance for its employees in accordance with the provisions of the Workers' Compensations Act of the State of New Mexico.

D. Increased Limits. If, during the term of this Agreement, the City requires the Contractor to increase the maximum limits of any insurance required herein, an appropriate adjustment in the Contractor's compensation will be made.

8. Discrimination Prohibited. In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.

9. ADA Compliance. In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990, and all applicable rules and regulations (the 'ADA'), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the

Contractor or its agents in violation of the ADA.

10. Conflict of Interest. No officer, agent or employee of the City will participate in any decision relating to this Agreement which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

11. Interest of Contractor. The Contractor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of this Agreement. The Contractor will not employ any person who has any such conflict of interest to assist the Contractor in performing the Services.

12. No Collusion. The Contractor represents that this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also represents that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

13. Debarment, Suspension, Ineligibility and Exclusion Compliance. The Contractor certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States. The Contractor agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Contractor, the Contractor will notify the City immediately.

14. Reports and Information. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless otherwise authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to this Agreement until the final product is submitted to the City.

15. Open Meetings Requirements. Any nonprofit organization in the City which receives funds appropriated by the City, or which has as a member of its governing body an elected official, or appointed administrative official, as a representative of the City, is subject to the requirements of § 2-5-1 et seq., R.O.A. 1994, Public Interest Organizations. The Contractor agrees to comply with all such requirements, if applicable.

16. Establishment and Maintenance of Records. Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

17. Audits and Inspections. At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. The Contractor understands and will comply with the City's Accountability in Government Ordinance, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

18. Ownership, Publication, Reproduction and Use of Material. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, and authorize others to publish, disclose, distribute and otherwise use, in whole or in part, any programming, reports, data or other materials prepared under this Agreement. Contractor represents and warrants that it has the authority to grant the rights conveyed in this Agreement.

19. Compliance With Laws. In performing the Services required hereunder, the Contractor shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, including the LO Rules and City ordinances and regulations applicable to public access.

20. Changes. The City may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

21. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

22. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

23. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days' notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding Section hereof relative to termination shall apply.

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

25. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

26. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

27. Applicable Law and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque. The venue for actions arising out of this Agreement is Bernalillo County, New Mexico.

28. Approval Required. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

Approved By:

shelle sanchez

shelle sanchez (Jul 25, 2019)

Dr. Shelle Sanchez, Director
Cultural Services Department

Date: Jul 25, 2019

B. Jesse Muniz

B. Jesse Muñoz, MBA
Chief Procurement Officer

Date: Jul 25, 2019

CONTRACTOR: ProView

By:

SD

Steve Davis (Jul 25, 2019)

Title: Owner

Date: Jul 25, 2019

APPENDIX A- "PBS MODEL"

GUIDELINES FOR ANNOUNCEMENTS OF COMMERCIAL SPONSORS

A. **LEGAL BACKGROUND** City Ordinance prohibits paid advertising by commercial sponsors, but this prohibition does not limit sponsorship announcements comparable to those that are broadcast on noncommercial (e.g., PBS*) stations or solicitation of sponsorships and donations to support PEG** channels. *Id.* The federal laws that apply to PBS channels do not apply to cablecast PEG channels; but these authorities help to form the bases of these Guidelines***

B. GUIDELINES FOR ANNOUNCEMENTS OF COMMERCIAL SPONSORS****

1. **Sponsorship Announcements** that identify and acknowledge commercial sponsors/donors *are permitted and may include the following information about such, sponsors/donors:*
 - a. Their locations (physical or website addresses).
 - b. Their telephone numbers or email addresses.
 - c. Value-neutral descriptions of products or services, including images or demonstrations of these.
 - d. Trade names or names of product lines or services.
 - e. Trade names or names of product lines or services.
 - f. Logograms or slogans that identify but do not promote products or services.
 - g. Images of sponsor representatives speaking in their own words - subject to these guidelines.
2. **Promotional Announcements (Paid Advertising)** that promote products or services of commercial entities in exchange for payment *are not permitted; announcements may not include the following:*
 - a. Pricing information, such as in "low price of \$1," or "interest-free financing."
 - b. Calls to action, such as in "call us today" "shop here to discover your style," "sit on our patio ... the fun never stops, see you here." or "friendly staff to greet you."
 - c. Qualitative/comparative descriptions of products or services, such as in "better quality than you could imagine" "best-tasting burritos in town," or "latest, amazing fashion meets timeless style."
 - d. Inducements to buy or rent a product, hire a service, or attend an event, such as in "buy one, get one free," "free parking," or "special gift for first 20 renters."
3. **Duration/Scheduling of Announcements** must be consistent with noncommercial programming.
 - a. Announcements must not be longer than thirty (30) seconds.
 - b. Announcements must not interrupt programming; they may be broadcast at the programs beginning or end or during the intermission, "half-time" or other break in the action.

*PBS, i.e., the Public Broadcasting Service, is a non-profit organization that distributes

programming to public television stations.

**PEG channels are public access (local origination), education, and government channels on cable television. § 13-5-3-11, ROA.

*** The federal authorities used to derive these Guidelines are 47 U.S.C.A. 399b; 47 C.F.R. §73.621; 7 FCC Rcd. 827 (FCC 86-161); and 97 FCC 2d 255 (FCC 84-105). The Federal Communications Commission ("FCC") states its objective with regard to sponsorship announcements is to "strike a reasonable balance between the financial needs of public broadcast stations and their obligation to provide an essentially noncommercial service." FCC 86-16 I. The City intends to strike this same balance in administering the PEG channels.

**** The FCC allows public television stations to broadcast announcements on behalf of *non-profit organizations*, including those for which stations have accepted payment. Chicago Educ. TV Ass'n, Letter, 10 FCCR 12018 (1995).

CONTRACT CONTROL FORMContact: Eric Werner
Phone:Req. Num.:
Acct. Num. : 527500
Act. Num.: 2328000CCN: 202000048.1**PRELIMINARY**Type of Agreement: Professional/Technical ServicesFor Grants Only:
Indirect Costs for General Fund
ServicesDescription: To extend the agreement term and total compensation for
FY2021

% _____

Dept/Div: CULTURAL SERVICES/

\$ _____

Vendor: ProView NetworksContract Term: 07/01/2020 to: 06/30/2021Contract Amount: \$40,000.00 PayableFY Aggregate: \$40,000.00Contract Total: \$100,000.00Date Submitted: 07/10/2020**PROCUREMENT:****WAIVERS REQUIRED:**RFP: No

Waiver Letter Attached: _____

Approved: _____

Ins: Automobile Liability

Waiver Letter Attached: _____

Approved: 07/10/2020**DRAFT CONTRACT:**

Recd by Legal: _____ Rejected/Returned to Dept: _____ / _____







Returned to Legal: _____ / _____ Approved: _____ Initials: _____

INSURANCE AND BONDS REQUIRED:Bonds Required: NONE

Attached: _____

Insurance Required: Worker's Compensation; Commercial General Liability; Attached: _____

FINAL CONTRACT REVIEW

APPROVALS REQUIRED:	Date Delivered	Returned to Dept.	Approved by	Approval Date	Approved by	Approval Date
Purchasing:			 DS	7/27/2020 10:22 AM PDT		
Asst. City Attorney:			 DS	7/24/2020 12:36 PM MDT	 DS	7/27/2020
CIP:			 DS	7/27/2020 9:01 AM MDT		
City Attorney:						
CAO:						
Department:			 DS	7/24/2020 5:07 PM MDT	 DS	7/24/2020
Budget:						
Others:						

8:20 AM MDT

12:37 PM MDT

Council:

EC/Bill:

Date:



FIRST SUPPLEMENTAL AGREEMENT

THIS FIRST SUPPLEMENTAL AGREEMENT is made and entered into this _____ day of _____, _____, by and between the City of Albuquerque, New Mexico, a municipal corporation ("City"), and Proview, a partnership, 5345 Wyoming Blvd. NE, Suite 101, Albuquerque, NM 87109 ("Contractor").

RECITALS

WHEREAS, the City and the Contractor entered into an Agreement, dated 08/8/2019, whereby the Contractor agreed to render certain professional services to the City ("Original Agreement"); and

WHEREAS, the City has determined that it would like to extend that agreement for the Fiscal Year 2021; and

WHEREAS, should a delay in final execution of the First Supplemental Agreement occur, work on the Original Agreement may continue prior to the final execution of the First Supplemental Agreement; and

WHEREAS, the City and the Contractor wish to ratify all actions taken by the parties from July 1, 2020 to the date of execution of this First Supplemental Agreement; and

WHEREAS, the Contractor is agreeable.

NOW THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Section 2 of the Original Agreement is hereby amended to read as follows:

Time of Performance. Services of the Contractor shall commence upon execution of Agreement, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed by June 30, 2021. This Agreement may be extended for additional one (1) year periods by mutual written agreement upon the same terms and conditions as herein contained. The Parties also agree that prior to expiration of this Agreement; the City may issue a request for proposals or quotes for the same or similar services as those covered by this Agreement. The parties acknowledge in the event of a delay in executing this First Supplemental Agreement, it is the intent and explicit agreement of the parties that all of the terms and conditions of this First Supplemental Agreement are applicable continuously commencing on July 1, 2020.

2. Section 3A of the Original Agreement is hereby amended to read as follows:

A. Compensation. For performing the Services as specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of One Hundred Thousand and No/100 (\$100,000.00), which amount includes any gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement, including all expenditures made and expenses incurred by the Contractor in performing the Services.

3. The following paragraph should be added as the last paragraph, 29, of the Agreement:

29. **Electronic Signatures** The parties agree that this Agreement may electronically signed and that the electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

4. Except as herein expressly amended, the terms and condition of the Original Agreement shall remain unchanged and shall continue in full force and effect unless there is a conflict between the terms and conditions of the Original Agreement and this Second Supplemental Agreement, in which event, the terms and conditions of the Second Supplemental Agreement shall control.

5. This Agreement shall not become binding upon the City until approved by the highest approval authority of the City required under this Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written

CONTRACTOR:

Company: ProView Networks

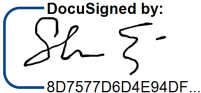
Approved By: C708F3599585441...

Date: 7/24/2020 | 11:35 AM PDT

Name: Steve Davis

Title: Owner

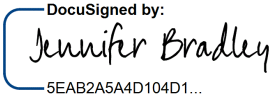
CITY OF ALBUQUERQUE:

Approved By: 8D7577D6D4E94DF...

Date: 7/24/2020 | 5:07 PM MDT

Name: Dr. Shelle Sanchez

Title: _____

Approved By: 5EAB2A5A4D104D1...

Date: 7/27/2020 | 10:22 AM PDT

Name: Jennifer Bradley

Title: Chief Procurement Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2020

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

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

PRODUCER J.A.Sunderland Agency Inc 2431 San Pedro Dr N.E. Albuquerque NM 87110	CONTACT NAME: Susan Stanton	
	PHONE (A/C, No., Ext): (505) 884-6000	FAX (A/C, No.): (505) 888-2698
	E-MAIL ADDRESS: susan.sunderland@comcast.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Underwriters at Lloyds, London	
INSURED PROVIEW NETWORKS, LLC 5345 Wyoming Blvd NE Ste 200F Albuquerque NM 87109-	INSURER B: LIBERTY MUTUAL	
	INSURER C: NEW MEXICO MUTUAL CASUALTY CO	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		BKS55696302	11/09/2019	11/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		BKS55696302	11/09/2019	11/09/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000			USO55696302	11/09/2019	11/09/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	N/A	88880-105	11/09/2019	11/09/2020	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY			W146F7190701	11/09/2019	11/09/2020	PER CLAIM 1,000,000
B	IM - A/V EQUIPMENT			BMO57837611	02/16/2020	02/16/2021	EQUIPMENT LIMIT 63,724 DEDUCTIBLE 2,500

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

RE: 519 CENTRAL AVE NW, ALBUQUERQUE, NM 87102

CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED AND LIEN HOLDER ON EQUIPMENT.

30 DAY WRITTEN NOTICE OF CANCELLATION EXCEPT FOR NON-PAYMENT WHICH IS 10 DAYS.

CARRIER DOES NOT PERMIT STRIKE THROUGHES.

CERTIFICATE HOLDER

CANCELLATION

AI 029880

DIRECTOR, RISK MANAGEMENT DEPARTMENT CITY OF ALBUQUERQUE PO BOX 1293 ALBUQUERQUE NM 87103-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: () -

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Business Unit: PODCS	Requester: E25452	Status: Pending
Requisition: RCS0014147	Requested By: Werner, Eric J	Currency: USD
Requisition Name: Proview Supplement 1 FY21	Entered Date: 7/15/20	Requisition Total: 40,000.00
Requisition Origin: CSG	Requisition Type: PT or PT Types	
Hold PO Process:	Source Next Yr:	Blanket Exp Date:
Header Comments: CTS202000048.1		

Line: 1	Desc: Media Resources Proview Supplement 1	Quantity: 1.0000	UOM: EA	Price: 40,000.00	Line Total: 40,000.00
	Supplier: PROVIEW NETWORKS LLC			Category: 915-00 COMMUNICATIONS AND MEDIA RELAT	
Buyer ID: E25452 Buyer Name: Werner, Eric J					
Cert Source: COA Class: LOCAL					

Amt Only Flg: Y

Ship Line: 1	Ship To: 10038	Address:	Shipping Quantity: 1.0000
Attention: Werner, Eric J	Due Date:	CS-Special Events - Rm 605	Shipping Total: 40,000.00
Ship Via: COMMON	Freight Terms: DES	400 Marquette NW	
		Old City Hall	
		Albuquerque NM 87102	

Dist	Status	Qty	PCT	Amount	GL Unit	Account	Fund	Dept
1	Open	1.0000	100.00	40,000.00	ABQ01	527500	110	2328000

Capitalize
N

