

Fire Turnouts and Fire Related Equipment
MASTER PURCHASE AGREEMENT

This Master Purchase Agreement dated the last day of signature (effective date) is by and between the South Davis Metro Fire Agency ("Purchaser") and Municipal Emergency Services Inc. (MES) ("Supplier").

RECITALS

WHEREAS, the Supplier is in the business of selling certain Fire Turnouts and Fire Related Equipment and related products and services, as further described herein; and

WHEREAS, the Supplier desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Supplier desires to extend the terms of this Master Purchase Agreement to members of National Purchasing Partners, LLC.

NOW, THEREFORE, Supplier and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Parties" shall mean the Purchaser and Supplier.

1.2 "Agreement" shall mean to this Master Purchase Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 2013-1 (herein "RFP") and Supplier's Proposal submitted in response to the RFP (herein "Supplier's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind, including, but not limited to, those relating to (i) affirmative action and equal employment opportunity, (ii) nondiscrimination based on race, color, creed, religion, sex, age, ethnic origin or existence of a disability, (iii) wages and hours, (iv) workers' compensation and unemployment insurance, (v) labor and employment conditions, (vi) occupational safety and health and (vii) the environment and the use and handling and disposal of toxic and/or hazardous substances and materials.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Supplier's employees (or

subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.6 "Products" shall mean the products and/or services to be sold by Supplier hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Supplier to reflect products and/or services offered by Supplier generally to its customers.

1.7 "Purchase Order" shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Supplier may from time to time agree. Each Purchase Order will specify the following items: National Purchasing Partners contract number, specific Products requested (by id number), unit price per Product, quantity, delivery schedule, destination (with contact/recipient), and total price of the Purchase Order. Each Purchase Order issued under this Agreement shall be made part of, and be incorporated into this Agreement, and shall reference this Agreement on the face of each Purchase Order. Should any Purchase Order not conform to or satisfy the terms of this Agreement, Supplier shall have five (5) business days after receipt to reject the Purchase Order. By not rejecting the Purchase Order within five (5) business days, Supplier will have accepted the Purchase Order. Acceptance by Supplier is limited to the provisions proposed by Supplier or Purchaser shall apply. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 "Unemployment Insurance" shall mean the contribution required of Supplier, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 "National Purchasing Partners" is a subsidiary of two nonprofit health care systems and provides group purchasing marketing and administrative support for governmental entities within the membership. National Purchasing Partners' membership includes participating public entities across North America.

1.10 "Participating Agencies" shall mean members of National Purchasing Partners that Supplier for which Supplier has agreed to extend the terms of this Master Purchase Agreement pursuant to Article 2.5 and Attachment C herein.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Supplier hereby agrees to sell to Purchaser such Products as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products ordered by

Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Supplier for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Supplier, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Supplier's standard printed terms and conditions, on Supplier's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. Without limiting the generality of the foregoing, the actual quantity of Products to be purchased hereunder shall be determined by Purchaser in its sole discretion. This Agreement is not exclusive. Supplier expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, products which are identical or similar to the Products described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Supplier's Proposal; and
- (iii) The RFP.

Supplier has responded with no Exceptions to the RFP Solicitation identified in Supplier's Proposal.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Supplier agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed a National Purchasing Partners IGA as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference ("Participating Agencies"). Each Participating Agency will be exclusively responsible for and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products in accordance with the terms and conditions of this Agreement as if it were "Purchaser"

hereunder. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them under and in accordance with the laws of the State in which the Participating Public Agency exists. Pursuant to 1.2A) and 3.2 of the RFP, South Davis Metro Fire Agency shall not incur any liability as a result of the access and utilization of this Agreement by other NPP Participating Agencies.

- 2.5.3 Supplier acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to Section 1.2C) of the RFP.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the date of contract award. By mutual written agreement between South Davis Metro Fire Agency and contractor, the contract may be extended for up to three consecutive additional 12-month periods, beginning immediately after expiration of the prior term. However, no contract extension exists unless and until contractor is so notified by South Davis Metro Fire Agency.

3.2 Month-to-month extensions: South Davis Metro Fire Agency reserves the right to offer month-to-month extensions if that is determined to be in the best interests of Members.

3.3 Renewal of contract: Conditions for renewal of the contract shall include, but are not limited to: contract usage, satisfactory performance of services during the preceding contract term, ability to continue to provide satisfactory services, continued adherence to the contract requirements, and continued competitive prices for the materials and services provided under the contract. provided that the Lead Contracting Agency, through NPP, and/or the Proposer may opt to decline extension of the Master Purchase Agreement by providing notification in writing least thirty (30) calendar days prior to the annual automatic extension anniversary of the original Master Purchase Agreement term.

3.4 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, AND PAYMENT

4.1 Purchaser shall pay Supplier for all Products ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the price or prices specified for each such Product on Attachment A. Unless Attachment A or Supplier's Proposal expressly provides otherwise, the discount off list schedule for Products set forth on Attachment A hereto shall remained fixed for the entire term of the agreement but manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Unless otherwise directed by Purchaser for expedited orders, Supplier shall utilize such common carrier for the delivery of Products as Supplier may select; provided, however, that for expedited orders Supplier shall obtain delivery services hereunder at rates and terms not less favorable than those

paid by Supplier for its own account or for the account of any other similarly situated customer of Supplier.

4.2 Supplier shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless Attachment A or Supplier's Proposal (Attachment D) expressly provides otherwise, the prices specified on Attachment A include (i) all taxes and duties of any kind which Supplier is required to pay with respect to the sale of Products covered by this Agreement and (ii) all charges for packing, packaging and loading.

4.4 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs and subject to Attachments A and F herein, Supplier shall offer delivery and/or shipping costs prepaid Shipments shall be F.O.B. Ship Point, with freight charges added to the invoice. Title and risk of loss of material shall not pass to SDMFA or participating Members until SDMFA/Member receives and inspects/accepts the material at delivery point, unless otherwise provided in the contract. To see additional terms please contact the distributor. If there are handling fees, these also shall be included in the pricing. Supplier shall bear all risk of loss during transit.

4.5 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Supplier in connection with the provision of the Products, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Supplier for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Supplier to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.6 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

ARTICLE 5 – INSURANCE

During the term of this Agreement, Supplier shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in the states where Products are to be sold hereunder.

ARTICLE 6 – INDEMNIFICATION

Supplier agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the “Indemnities”), and National Purchasing Partners from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney’s fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Supplier in this Agreement, (ii) any failure by Supplier to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Supplier, any subcontractor of Supplier, or any of their respective employees or agents, (iv) any failure of Supplier, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Supplier under this Agreement or Supplier’s performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products or any part thereof infringe any third party’s U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Supplier shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Supplier by Purchaser. The provisions of this Article shall survive the expiration or termination of this Agreement.

LIMITATION OF LIABILITY: IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 7 – WARRANTIES

All maintenance and warranty questions should be routed to Supplier at 866.288.4936. Supplier will facilitate and coordinate with the appropriate service center and contact.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser’s Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Supplier's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Supplier for correction or replacement, or (ii) require Supplier to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Supplier fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect and sort the Products and Supplier shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Supplier of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Supplier may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Supplier agrees to comply with all Applicable Laws. Without limitation of the foregoing sentence, Supplier shall comply with all applicable equal employment opportunity, affirmative action, and all other contract clauses required by Applicable Law and shall, at Supplier's expense, secure and maintain in full force during the Term of this Agreement, any and all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Supplier shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Supplier or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products covered by this Agreement shall not, unless otherwise designated by Supplier, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Supplier's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Supplier, during normal business hours, audit the books, records and accounts of Supplier to the extent that such books, records and accounts pertain to sale of any Products hereunder or otherwise relate to the performance of this Agreement by Supplier. Supplier shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. This Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination and Purchaser shall continue to have the right to audit during such period.

ARTICLE 13 - DELIVERY REQUIREMENTS

TIME IS OF THE ESSENCE WITH RESPECT TO EACH PURCHASE ORDER ISSUED HEREUNDER. If Supplier for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Supplier shall promptly notify Purchaser in writing. Except as otherwise provided in Article 18 below, if Supplier does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Supplier without additional cost to Purchaser. It is Supplier's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Supplier.

ARTICLE 14 - RISK OF LOSS AND PASSAGE OF TITLE

Supplier shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 15 - REMEDIES

Except as otherwise provided herein, any right or remedy of Supplier or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Supplier and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 16 - RELATIONSHIP OF PARTIES

Supplier is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Supplier and Purchaser. Neither party has the power or authority to bind or commit the other.

ARTICLE 17 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:
South Davis Metro Fire Agency
ATTN: Chief Jeff Bassett
255 South 100 West
Bountiful, UT 84011
If to Supplier:
David Mooney
MES
3801 Fruit Valley Rd
Vancouver, WA 98660

with a copy to:

Bruce R. Busch
Senior Vice President
National Purchasing Partners, LLC
1100 Olive Way, Suite 1020
Seattle, WA 98101

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 18 - FORCE MAJEURE

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or

regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 19 - WAIVER

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 20 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Supplier without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Supplier shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 21 - SEVERABILITY

To the extent possible, each provision of this Agreement and any Purchase Order shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement or any Purchase Order issued in accordance with this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement or Purchase Order, but rather the entire Agreement or Purchase Order shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 22 - INCORPORATION; ENTIRE AGREEMENT

22.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Supplier's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

22.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 23 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 24 - MODIFICATIONS

This Agreement may be modified or amended only by a writing executed by both parties hereto.

ARTICLE 25 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state in which the Purchaser exists, without regard to its choice of law provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

PURCHASER:

By: 
Name: JEFF BASSETT
Title: Fire Chief
South Davis Metro Fire Agency
Dated: 9-23-13

SUPPLIER:

By: 
By: Municipal Emergency Services Inc.
Name: David Mooney
Title: Regional Vice President
Dated: 9/20/13

ATTACHMENT A

to Purchase Agreement by and between SUPPLIER and PURCHASER.

Fire Turnouts and Fire Related Equipment **Contact MES for Complete Pricelist**



Pricing and Discount Summary

MES is offering the following products and discounts in this proposal. Pricing found in "Fire Equipment Pricing.xls" on the enclosed flash drive has list and catalog pricing in the form of PDF. Double clicking on the icon will open the price sheet. The applicable discount is listed above each icon. Items that are fixed pricing are also indicated.

The spreadsheet is indexed at the bottom by category to simplify searching.

Turnouts

-All Honeywell Turnout Clothing are discounted as follows:

1-75 Firefighters	81% off list price
76-200 Firefighters	55.5% off list price
300+ Firefighters	89% off list price

-Honeywell footwear is 20% off MSRP

-Globe Turnouts are 41% off MSRP (limited to NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA) MO, NE, KS, IA, MN, SD, ND

-Globe Footwear is 25% off MSRP (limited to the same states as turnouts)

-Bullard Helmets at 35% off (not applicable in HI, CA, AZ, NM, CO, WY, MT, WA, OR, ID, AK, NV, or UT)

-Cairns Helmets are 30% off MSRP

SCBA

-SCOTT Safety SCBAs, facepieces, and cylinders are 25% off MSRP (trade in credits allowable when conditions permit)

-SCOTT fill stations and compressors have a discount of free freight.

-SCBAs Inc equipment at 10% off MSRP

Equipment

-SCOTT Thermal Imaging Camera has 8% off MSRP

-RIT Safety ropes, harnesses, bailout systems, etc is 17% off MSRP

-CMC Recue ropes, harnesses, bailout systems, etc is 15% off MSRP

-Gemtor is 15% off MSRP

-Genesis Rescue tools is 10% off list (limited to UT, CO, NM, AZ, WA, OR, WY, NV, HI, MT and CA)

-Holmatro Rescue Tools is 5% off list (limited to AK, and ID)

-Hurst Rescue Tools is 20% off MSRP (limited to NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA)

-Ajax Rescue Tools is 15% off MSRP

-Duo Safety is 20% off MSRP

-Aluminum Ladder Co is 20% off MSRP

-Simulaids is 8% off MSRP

-Euramco (Ram Fan) is 20% off MSRP

-Tempest Products is 20% off MSRP

-Super Vac is 10% off MSRP (Valid in HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK)

-Cutters Edge is 15% off MSRP

-Groves (Reddy Rack) is 15% off MSRP

- Nupla Tools is 30% off MSRP
- Leatherhead Tools is 30% off MSRP
- Akron Tools is 30% off MSRP
- Council Tools is 35% off MSRP
- Streamlight Flashlights is 40% off MSRP
- Fox Fury Flashlights is 12% off MSRP
- Koehler-Bright Star is 5% off MSRP
- Pelican is 25% off MSRP
- Crew Boss Wildland Gear is 12% off MSRP
- Petrogen Products is 10% off MSRP
- Flamefighter is 25% off MSRP
- Ziamatic is 25% off MSRP
- ESS Safety is 30% off MSRP
- Benchmade Products at 30% off MSRP
- Whelen is 25% off MSRP
- Duracel Batteries are 40% off MSRP
- Amerex Fire Extinguishers is 25% off MSRP

Hose

- Firequip Hose has a discount of 25% off catalog pricing

Brass

- Elkhart Brass (including Master Chief and Traditional line products) is 40% off MSRP

- Kochek adaptors, etc is 40% off MSRP
- Task Force Tips (TFT) brass is 30% off MSRP (limited to PA, VA, NJ, FL, NY, NC, IL, TN)
- G-Force by TFT (national availability) has no discount per the manufacturer.
- Action Couplings is 25% off MSRP
- Harrington is 35% off MSRP
- S&H Products is catalog pricing which is approximately 30% off MSRP

Foam

- Ansul Foam is 20% off MSRP
- Chem Guard is 20% off MSRP
- CET Pumps is 10% off MSRP

Badges/Station Wear and Uniforms

- Blackinton Badges is 25% off MSRP.
- 511 Tactical station wear etc is 27% off MAP
- Tru Spec station wear etc is 25% off MAP
- Workrite Uniforms is 15% off MSRP
- VF Imagewear (Horace Small) is 20% off MSRP

Cleaning, Maintenance, and Customizations

- Northwest Safety Clean is fixed pricing for turnout cleaning and maintenance, alterations, and customizations.
- 511 Tactical customizations are fixed pricing
- Tru Spec customizations are fixed pricing

Pricing contained in this Attachment A shall be extended to all National Purchasing Partner government members upon execution of the National Purchasing Partners Intergovernmental Cooperative Purchase Agreement Participating Agency Endorsement and Authorization

ATTACHMENT B

to Purchase Agreement by and between **SUPPLIER** and **PURCHASER**.

ADDITIONAL SELLER WARRANTIES

ATTACHMENT C

to Purchase Agreement by and between SUPPLIER and PURCHASER.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master Purchase Agreement. Supplier must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any other Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is required to execute a National Purchasing Partners Member Intergovernmental Cooperative Purchasing Agreement ("IGA"), all as set forth on the National Purchasing Partners web site, www.mynpp.com, under the Supplier vendor page. The IGA allows the Participating Agency to purchase products from the Supplier in accordance with each Participating Agency's legal requirements.

City of Santa Fe, New Mexico

memo

DATE: December 3, 2015
TO: Brian Snyder, City Manager
FROM: Jan M Snyder, Assistant Fire Chief *JS*
SUBJECT: New Mexico Finance Authority Loan for Fire Department Equipment
VIA: Erik L. Litzenberg, Fire Chief *EL*
CC: Oscar Rodriguez, Finance Director
Robert Rodarte, Purchasing Officer

The City of Santa Fe Fire Department respectfully requests permission to obtain a Public Protection Revolving Equipment (PPRF) loan with the New Mexico Finance Authority (NMFA) for Fire Department personal protection equipment.

This loan will be utilized to purchase all new self-contained breathing apparatus (SCBAs), bottles, face pieces and rapid intervention (RIT) packs for the City of Santa Fe Fire Department.

The breakdown of the purchase would be:

- 100 SCOTT X3 SCBA packs
- 170 SCOTT 5500psi 45 minute bottles
- 30 SCOTT 5500psi 60 minute bottles
- 140 SCOTT 3000HT Face pieces
- 96 SCOTT EPIC IR Lapel Mics
- 96 SCOTT EPIC RI Amplifiers
- 3 SCOTT Rapid Intervention Team (RIT) Bags

The value of the loan will be \$910,931.32 and be paid from our annual Fire Protection Fund (FPF) allocation (\$770,700.00 FY15/16) over 8 years at an estimated \$124,818.00 annual deduction. This deduction will be removed from our annual FPF check prior to being received by the Fire Department. The loan term of 8 years is less than the expected usable life of the equipment and the loan's interest rate is better than the average rate of inflation.

City of Santa Fe, New Mexico

memo

Thank you for your consideration of this matter and passing it on to the governing body for further approval. If you have any questions or are in need of further information you may contact me at (505) 955-3111.

Approved:



Brian Snyder, City Manager

Disapproved:

Brian Snyder, City Manager

Attachments: (8)

Quote from MES using Fire Rescue GPO (# 035134) price agreement
SCOTT Product information
NMFA PPRF Application
NMFA Financial Estimation information for an 8 year PPRF loan
Fire Rescue GPO Participating Agency Endorsement and Authorization
Fire Rescue GPO National Purchasing Partner Member Intergovernmental
Cooperative Purchasing Agreement
Letter to NM State Fire Marshal requesting permission to use our annual FPF
Approval from the NM State Fire Marshal to utilize our FPF to pay for the loan



City of Santa Fe Fire Department

P.O. Box 909, 200 Murales Road – Santa Fe, New Mexico 87504
(505) 955-3110 – FAX (505) 955-3115

September 3, 2015

New Mexico Public Regulation Commission
State Fire Marshal's Office
P.O. Box 1269
Santa Fe, NM 87504-1269

Fire Marshal John Standefer:

The City of Santa Fe Fire Department respectfully requests permission to obtain a Public Protection Revolving Equipment (PPRF) loan with the New Mexico Finance Authority (NMFA) for Fire Department personal protection equipment.

This loan will be utilized to purchase all new self-contained breathing apparatus (SCBAs), bottles, face pieces and rapid intervention (RIT) packs for the City of Santa Fe Fire Department.

The breakdown of the purchase would be:

- 100 SCOTT X3 SCBA packs
- 170 SCOTT 5500psi 45 minute bottles
- 30 SCOTT 5500psi 60 minute bottles
- 140 SCOTT 3000HT Face pieces
- 96 SCOTT EPIC IR Lapel Mics
- 96 SCOTT EPIC RI Amplifiers
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The value of the loan will be \$910,931.32 and be paid from our annual Fire Protection Fund (FPF) allocation (\$770,700.00 FY15/16) over 8 years at an estimated \$124,818.00 annual deduction. This deduction will be removed from our annual FPF award prior to being received by the Fire Department. The loan term of 8 years is less than the expected usage life of the equipment and the loan's interest rate is better than the average rate of inflation.

Thank you for your consideration in this manner and I look forward to hearing from you. If you have any questions or are in need of further information you may contact me at (505) 955-3111.

Sincerely,



Erik J. Litzenberg
Fire Chief

Attachments: (4)

Product Quote (FR-GPO #035134)
General Product Information
Copy of NMFA PPRF Loan Application - unsigned
NMFA Financial Estimation information for an 8 year PPRF loan

NEW MEXICO PUBLIC REGULATION COMMISSION

COMMISSIONERS

DISTRICT 1 KAREN L. MONTOYA, CHAIR WOMEN
DISTRICT 2 PATRICK H. LYONS
DISTRICT 3 VALERIE ESPINOZA
DISTRICT 4 LYNDA LOVEJOY, VICE CHAIR
DISTRICT 5 SANDY JONES



P.O. Box 1269
1120 Paseo de Peralta, Room 413
Santa Fe, NM 87504-1269

STATE FIRE MARSHAL DIVISION
John Standefer, State Fire Marshal

800-244-6702 (In state only)
(505) 476-0066
Fax: (505) 476-0100

CHIEF OF STAFF

November 19, 2015

Jan M. Snyder Assistant, Fire Chief
City of Santa Fe, Fire Department
P.O. Box 909
Santa Fe, New Mexico 87504

Assistant Chief Snyder:

The letter you submitted on November 18, 2015 for the purchase of SCBA'S has been reviewed and approved. The City of Santa Fe Fire Department is authorized to use fire protection Fund monies for the purchase of SCBA'S. The SCBA'S shall meet the applicable NFPA Standards or current nationally accepted practices.

This letter shall serve as approval to expend fire protection fund monies to finance the cost of SCBA'S. The City of Santa Fe Fire Department is currently and ISO rating of 4 with a minimum yearly Fire Protection Fund Allocation of \$542,675.00

If you anticipate a loan, I recommend that you contact the New Mexico Finance Authority (NMFA) at 505-984-1454 to finance this SCBA'S. A loan through NMFA will be at minimal interest. This letter shall serve as authorization for you to enter into an agreement with NMFA for the commitment of fire protection fund monies.

If there are any major changes in the specifications that are made prior to bidding procedures, this office must approve the changes or this authorization of expenditure shall be rendered null and void.

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions with please do not hesitate to contact me at 505-690-9312.

Sincerely,

A handwritten signature in cursive script that reads "Randy J. Varela".

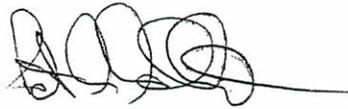
Randy J. Varela
Fire Department Inspector

Chief, Eric Litzenburg
Vernon Muller, Deputy State Fire Marshal
File

City of Santa Fe, New Mexico

memo

DATE: December 4, 2015
TO: Finance Committee
VIA: Oscar Rodriguez, Finance Director
FROM: Patrick Gallagher, Interim Chief of Police



ITEM AND ISSUE:

Request acceptance, approval and budget increase to Police Grants Fund for Project Agreement #16-HE-64-PO1 and #16-HE-64-PO4 - Traffic & Criminal Software (TraCS) Project between the State of New Mexico Department of Transportation and the City of Santa Fe Police Department.

BACKGROUND AND SUMMARY:

The attached project agreement to the City of Santa Fe Police Department is from the New Mexico Department of Transportation. This project supports a statewide deployment of the Traffic and Criminal Software (TraCS) version 10 (or most recent release), an incident Location Tool and a Records Management System to law enforcement agencies. The agreement will allow the City of Santa Fe to provide law enforcement officers a uniform tool to automate crash reports, traffic citations, DWI citations, Offense Incident Reports and other reports as needed or required by the Department. It will also support data sharing to the Department crash database as mandated, improve customer service by improving the quality, accuracy, integrity, timeliness, completeness, consistency and accessibility for law enforcement agencies as well as reduce redundant data entry, thereby decreasing errors and creating efficiencies.

The agreement period begins after the authorized officials have signed and ends September 30, 2016. This request is to increase the Police Grants:

Equipment/Machinery #22229.570500 \$95,000
In State Travel #22229.560250 \$ 2,000
Out of State Travel #22229.560200 \$ 3,000 and
State Grants-NM Department of Transportation - Revenue #21229.490150 \$100,000.

REQUESTED ACTION:

Acceptance and approval of project agreement from the New Mexico Department of Transportation, Police Grants budget increase and submit to the City Council for approval.

:lav

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME POLICE / POLICE GRANTS				DATE 12/04/2015		
ITEM DESCRIPTION	BU / LINE ITEM	←(Finance Dept Use Only)→		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Equipment & Machinery	22229.570500			95,000		
In State Travel	22229.570250			2,000		
Out of State Travel	22229.570200			3,000		
NM Dept of Transportation -Grants	21229.490150			(100,000)		
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				TOTAL	\$ -	\$ -

To Record Department of Transportation Grant Agreement for Project# 16-HE-64-PO1 and #16-HE-64-PO4
 Traffic & Criminal Software (TraCS) Project to support statewide deployment of the Tool and Records
 Management System to law enforcement agencies. Expires 9/30/16.

Prepared By Laura A. Vigil	Date 12/4/15	CITY COUNCIL APPROVAL City Council Approval Required <input checked="" type="checkbox"/>	Budget Officer _____ Date
Division Director 	Date 12/8/15	City Council Approval Date 1/6/16	Finance Director _____ Date
Department Director 	Date 12/8/15	Agenda Item #: _____	City Manager _____ Date

GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (the "Department") and Santa Fe Police Department (the "Grantee"). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following project: Traffic & Criminal Software (TraCS); Project No's. 16-HE-64-P01 and 16-HE-64-P04; \$100,000.00
2. **Scope of Work.** The Grantee shall perform the professional services stated in exhibit A.
3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's Traffic Safety Division Project Management and Accounting Procedures Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement.
4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for three years from the date of submission of the final reimbursement request. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.
5. **Officials Not to Benefit.** The parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.
6. **Termination.** The Department may terminate this agreement for any reason, by giving the Grantee thirty days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the agreement. On receipt of a "Notice

of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in writing. The parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:

- (1) this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;
- (2) if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and
- (3) the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

- (1) Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. § 21;
- (2) all federal and state laws, rules, and regulations, and executive orders of the Governor of the state of New Mexico pertaining to equal employment opportunity, including the Human Rights Act, NMSA 1978, §§ 28-1-1 through -15 (In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.); and,
- (3) state laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, §§ 52-1-1 through -70, and related regulations.

9. **Notices.** For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

For Department:
Anthony Apodaca
1120 Cerrillos Rd., SB-1 South
Santa Fe, NM 87505

For Grantee:
Sgt. Chris McCord
2515 Camino Entrada
Santa Fe, NM 87507

10. **Severability.** The parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The parties intend that (1) immunity from liability for tortious conduct under NMSA 1978, § 41-4-4(A) will apply to all conduct relating to this agreement, (2) only the waivers of immunity from liability under NMSA 1978, §§ 41-4-4 through -12 will apply, and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in section 2.

14. **Term.** This agreement takes effect upon signature of all parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on September 30, 2016 unless earlier terminated as provided in section 6 or section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This agreement constitutes the entire understanding between the parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

19. **Disadvantaged Business Enterprise.** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by

reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

Each party is signing this agreement on the date stated opposite that party's signature.

DEPARTMENT OF TRANSPORTATION

Date: _____, 2015

By: _____
Cabinet Secretary or Designee

City of Santa Fe

Date: _____, 2015

By: _____
~~City Manager or Designee~~ Mayor

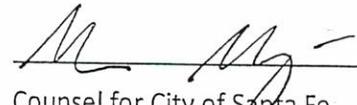
Approved as to form and legal sufficiency

Date: 12 Nov, 2015

By: 
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency

Date: 17 Nov, 2015

By: 
Counsel for City of Santa Fe

New Mexico Department of Transportation
Traffic and Criminal Software (TraCS) Version 10

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR
22229.490150

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

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CC Meeting

Exhibit A

1. **Scope of Work.** This supports a statewide deployment of the Traffic and Criminal Software (TraCS) version 10 (or most recent release), an Incident Location Tool and a Records Management System to law enforcement agencies.

- (1) Provide law enforcement officers with a uniform tool to automate crash reports, traffic citations, DWI citations, Offense/Incident reports and other reports as needed or required by the Department.
- (2) Support data sharing to the Department crash database as mandated.
- (3) Create a list of essential business processes, business rules and data integrity requirements that will be needed to electronically transfer electronic citation and crash report data.
- (4) Establish a helpdesk for law enforcement users of TraCS.
- (5) Notify the Department's program manager of any changes in project coordinators.
- (6) Support NHTSA's and the Department's Comprehensive Transportation Safety Plan goals and strategies.
- (7) Improve customer service by improving the quality, accuracy, integrity, timeliness, completeness, consistency and accessibility for law enforcement agencies.
- (8) Enable electronic transfer of records data from TraCS to a Statewide Traffic Records Distribution Center and other New Mexico state agencies.
- (9) Reduce redundant data entry, thereby decreasing errors and creating efficiencies.
- (10) Enhance the quality of operations, self-sufficiency and data sharing; enable officers in New Mexico to use TraCS for capturing electronic records data in the field.

2. **Funding.** The project itemized budget is as follows:

	Budget FFY 16
Commodities/Equipment	\$95,000.00
In-State Travel	\$2,000.00
Out of State Travel	\$3,000.00
TOTAL	\$100,000.00

TOTAL: \$100,000.00

The Grantee may transfer funds between budget categories only with prior written approval of the Traffic Safety Division Director.

3. **Training.** The Agency Coordinator must attend the Project Management and

Accounting Procedures financial training. The Payroll Administrator must attend TSD's Project Management and Accounting Procedures financial training.

4. **Equipment.** The Grantee is approved to purchase equipment \$1,000 and over as long as equipment is to be utilized for TraCS. The Grantee will be required to complete a Property Agreement and Inventory Record sheet for all equipment \$1,000 and over and submit it to the Traffic Safety Division; any equipment \$5,000 and over must be pre-approved, in writing, by National Highway Traffic Safety Administration.

5. **Reporting.** The Grantee must submit activity reports on the same schedule as claims for payment (as provided in the Department's Traffic Safety Division Project Management and Accounting Procedures Manual or electronically), using the activity report form provided unless otherwise directed by the Department. The final activity report must assess whether performance goals were met, and must include a summary of the project activities, an analysis of the data reported from the project, and an analysis of the accomplishments of the project.

Exhibit B - User Agreement.

New Mexico Traffic & Criminal Software User's Agreement

This New Mexico Traffic & Criminal Software User's Agreement ("Agreement") is entered into by and between the New Mexico Department of Transportation, Traffic Safety Bureau ("Licensor") and the Santa Fe Police Department ("Licensee") (collectively, Licensor and Licensee may be referred to as the "Parties").

The Parties agree that the following terms and conditions apply to the provisions of the Traffic & Criminal Software and the Software Development Kit (SDK) and documentation (collectively referred to as "TraCS"). TraCS is a proprietary product owned by the State of Iowa, administered by the Licensor and protected by Title 17 of the United States Code. It is the intent of Licensor that TraCS be distributed only to other federal, state, local and tribal (including their assigned representative) entities for government use.

License. Licensor grants to Licensee a nonexclusive, nontransferable, royalty free license to copy and use TraCS in accordance with the terms and conditions of this Agreement. Licensee shall use TraCS for public safety purposes only and shall not use TraCS for any commercial purpose whatsoever. TraCS may not be used, sublicensed, lent, copied, modified or transferred, in whole or in part, except as provided for in this Agreement.

Forms. Licensee shall have the right to employ TraCS to modify existing forms and create additional forms for use with TraCS, provided that such modified and additional forms shall be made available to Licensor and other licensees without charge. Licensee shall grant a nonexclusive, transferable, royalty free license to the Licensor and other licensees to copy, use and modify the forms for use by Licensor and other licensees.

Third party software developers/vendors: The Licensee may provide TraCS to a third party for the purposes of modifying forms, creating additional forms and developing interfaces to integrate TraCS with systems being used by the Licensee. The Licensee will enter into an agreement with the third party that requires the third party to acknowledge and comply with the terms of this Agreement, including, without limitation, the prohibition against use for commercial purpose. The Licensee will provide a copy of the agreement to the Licensor.

Proprietary Protection: The Licensor represents, and the Licensee acknowledges, that TraCS contains trade secrets of the Licensor (including without limitation, algorithms, methods and structure and design elements). Such trade secrets are entrusted to the Licensee for use as expressly authorized under this Agreement. The Licensee and any third party the Licensee enters into agreement with agree to hold all the Licensor's trade secrets in confidence. Under no circumstances may the Licensee, or any third party the Licensee enters into an agreement with, de-compile, reverse engineer, or "unlock" (as the term is generally used in the industry) TraCS.

New Releases: Licensor will provide the final form of each new release of TraCS to Licensee for use under the same provisions as the original TraCS software.

Effective Date: This Agreement becomes effective when signed by both Parties and continues until terminated.

Limitation of Liability: In no event shall Licensor be liable for any damages whatsoever (including, without limitation, indirect, incidental, special, or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Agreement or Licensee's use or inability to use TraCS, even if Licensor has been advised of the possibility of such damages.

Governing Laws: This Agreement shall be governed by the laws of New Mexico and any action arising out of or connected with it shall be brought in the courts of New Mexico.

Disclaimer of Warranty: TraCS is provided "as is" and "with all faults" without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability or fitness for a particular purpose. Licensee is responsible for the selection of TraCS to achieve its intended purpose, use of software, and the results obtained.

Support: The Licensee will develop its own technical and implementation resources for deployment of TraCS in their jurisdiction. Licensor will continue to offer advice on implementation as resources allow. Licensee may contract with TEG for support with the approval of the Licensor.

Termination: The Agreement may be terminated as follows: by the Licensee at any time; or by the Licensor (1) for breach or nonperformance by Licensee of any material term or condition of this Agreement or (2) if the State of Iowa decides to discontinue support and maintenance of the TraCS software for use by other States. A transfer of the source code to the Licensee(s) will be negotiated between the Licensor and Licensee(s). Upon termination of this Agreement, Licensee shall promptly return to Licensor all copies of TraCS, including any modification, or certify that all have been destroyed.

Michael Sandoval, Director
NMDOT Transportation Planning and Safety Division

Date

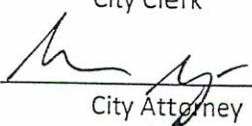
Licensed Agency: Santa Fe Police Department

Mayor

Date

City Clerk

Date



City Attorney

11/17/15

Date

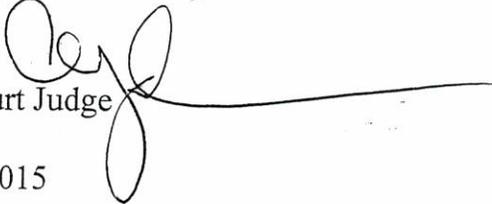
Finance Director

Date

City of Santa Fe, New Mexico

memo

To: Mayor and City Councilors
City Attorney Kelley A. Brennan
City Manager Brian Snyder
Shannon Cantu, Public Safety Committee

From: Ann Yalman 
Municipal Court Judge

Date: December 4, 2015

Re: Municipal Court Monthly Report: November 2015

Enclosed please find the November 2015 monthly report.

As requested, we have also included the October 2015 statistics.

We have included community service information as requested.

**MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR
NOVEMBER 2015**

1. NUMBERS OF CASES FILED FOR MONTH		TOTALS
Traffic Violations		527
Traffic Citations (court appearance)	443	
Penalty Assessments	84	
(court only collects money)		
* Cell phone violation 12-6-12.18 and 12-6-12.18(6)	12	
(included in both court appearance & penalty assessments)		
Criminal Cases		138
DUIs	14	
Shoplifting	39	
Petty Misdemeanors	76	
Revoked	9	
Code Enforcement		0
Animal Control		19
2. ARRAIGNMENTS		
(many arraignments result in pleas)		
Traffic Arraignments		479
Criminal arraignments		173
DUIs	9	
Shoplifting	49	
Petty Misdemeanors	105	
Revoked	10	
Parking		115
Animal		12
Code Enforcement		0
3. TRIALS		6
1) with attorney(s)	3	
2) with police officers	3	
1) Animal	1	
2) Traffic	3	
3) Misdemeanor/shoplifting	0	
4) Parking	0	
5) DUI	2	
6) Revoked	0	
4. BENCH WARRANTS ISSUED		162
5. HOMELESS COURT		28
6. COMMUNITY SERVICE – TOTAL		861
1) Community service hours – penalties	Hours	496
2) Community service hours – in lieu of fines	Hours	365

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT November 2015

Animal Control	11001.451200	\$500.00
Court Fines	11001.450200	\$23,684.00
Parking	51150.450610	\$4,158.00
Traffic Violations	11001.450900	\$520.00
	TOTAL FINES:	\$28,862.00

Automation Fee (AOC)	21202.432100	\$ 2,735.00
Bench Warrants (City)	21224.432150	\$ 2,155.00
Calming Fees (City)	31775.450850	\$ 7,098.00
Copies/Misc. (City)	11001.471400	\$ 14.50
Corrections Fees (City) - PD	21201.432300	\$ 8,818.62
Corrections Fees (City) - Muni. Court	21225.432300	\$ 4,409.38
Court Admin. Fee (City)	21225.432310	\$ 4,542.00
DWI Lab Fees (AOC)	21202.432200	\$ 908.00
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	\$ 1,968.00
Home Detention (City) (Old line item 21225.43213)	21201.432130	\$ 1,095.00
In House Automation (City)	21130.432100	\$ 908.00
Judicial Education Fees (JEC)	21202.431800	\$ 1,339.00
Police Safety Fees (City)	21224.432120	\$ 2,175.00
Prevention Fees (AOC)	21202.450400	\$ 649.00
Substance Abuse Fee (AOC)	21202.432350	\$ -
	TOTAL FEES:	\$ 38,814.50

TOTAL FINES AND FEES:	\$67,676.50
City: Money remains with the City of Santa Fe:	\$64,941.50
AOC: Money is submitted to the State of NM, Admin. Office of the Courts:	\$4,292.00
JEC: Money is submitted to the NM Judicial Education Center:	\$1,339.00

City AOC JEC

\$500.00		
\$23,684.00		
\$4,158.00		
\$520.00		
	\$ 2,735.00	
\$ 2,155.00		
\$ 7,098.00		
\$ 14.50		
\$ 8,818.62		
\$ 4,409.38		
\$ 4,542.00		
\$ 908.00	\$ 908.00	
\$ 1,968.00		\$ -
\$ 1,095.00		
\$ 908.00		
\$ 1,339.00		\$ 1,339.00
\$ 2,175.00		
\$ 649.00	\$ 649.00	
\$ -	\$ -	
\$64,941.50	\$4,292.00	\$1,339.00

\$70,572.50

**MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR
OCTOBER 2015**

1. NUMBERS OF CASES FILED FOR MONTH		TOTALS
Traffic Violations		701
Traffic Citations (court appearance)	814	
Penalty Assessments (court only collects money)	113	
* Cell phone violation 12-6-12.18 and 12-6-12.18(6) (included in both court appearance & penalty assessments)	9	
Criminal Cases		170
DUIs	10	
Shoplifting	34	
Petty Misdemeanors	113	
Revoked	13	
Code Enforcement		0
Animal Control		11
2. ARRAIGNMENTS (many arraignments result in pleas)		
Traffic Arraignments		693
Criminal arraignments		298
DUIs	10	
Shoplifting	77	
Petty Misdemeanors	193	
Revoked	18	
Parking		82
Animal		16
Code Enforcement		0
3. TRIALS		6
1) with attorney(s)	6	
2) with police officers	0	
1) Animal	1	
2) Traffic	0	
3) Misdemeanor/shoplifting	0	
4) Parking	0	
5) DUI	5	
6) Revoked	0	
4. BENCH WARRANTS ISSUED	265	
5. HOMELESS COURT	21	
6. COMMUNITY SERVICE – TOTAL		629
1) Community service hours – penalties	Hours	594
2) Community service hours – in lieu of fines	Hours	315

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT October 2015

Animal Control	11001.451200	\$325.00
Court Fines	11001.450200	\$26,911.00
Parking	51150.450610	\$3,128.00
Traffic Violations	11001.450900	\$422.00
	TOTAL FINES:	\$30,786.00

Automation Fee (AOC)	21202.432100	\$ 3,407.00
Bench Warrants (City)	21224.432150	\$ 1,234.00
Calming Fees (City)	31775.450850	\$ 8,304.50
Copies/Misc. (City)	11001.471400	\$ 24.50
Corrections Fees (City) - PD	21201.432300	\$ 11,468.59
Corrections Fees (City) - Muni. Court	21225.432300	\$ 5,734.41
Court Admin. Fee (City)	21225.432310	\$ 5,702.00
DWI Lab Fees (AOC)	21202.432200	\$ 381.00
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	\$ 1,154.00
Home Detention (City) (Old line item 21225.43213)	21201.432130	\$ 185.00
In House Automation (City)	21130.432100	\$ 1,135.00
Judicial Education Fees (JEC)	21202.431800	\$ 1,673.00
Police Safety Fees (City)	21224.432120	\$ 2,741.00
Prevention Fees (AOC)	21202.450400	\$ 400.00
Substance Abuse Fee (AOC)	21202.432350	\$ 50.00
	TOTAL FEES:	\$ 43,594.00

TOTAL FINES AND FEES:	\$74,380.00
City: Money remains with the City of Santa Fe:	\$70,973.00
AOC: Money is submitted to the State of NM, Admin. Office of the Courts:	\$4,238.00
JEC: Money is submitted to the NM Judicial Education Center:	\$1,673.00

City	AOC	JEC
\$325.00		
\$26,911.00		
\$3,128.00		
\$422.00		
	\$ 3,407.00	
\$ 1,234.00		
\$ 8,304.50		
\$ 24.50		
\$11,468.59		
\$ 5,734.41		
\$ 5,702.00		
\$ 381.00	\$ 381.00	
\$ 1,154.00		\$ -
\$ 185.00		
\$ 1,135.00		
\$ 1,673.00		\$ 1,673.00
\$ 2,741.00		
\$ 400.00	\$ 400.00	
\$ 50.00	\$ 50.00	
\$70,973.00	\$4,238.00	\$1,673.00

\$76,884.00