



Agenda

PUBLIC SAFETY COMMITTEE
Tuesday, May 19, 2015, 4:00 PM
City Council Chambers
206 Lincoln Avenue, Santa Fe, NM 87501

1. Roll Call
2. Approval of agenda
3. Approval of Tuesday, April 21, 2015 minutes
4. Old business:
 - A. NONE
5. New business:
 - A. Presentation regarding Regional Emergency Communications Center (Santa Fe County Commissioners Roybal and Anaya)
 - B. PSA Alarm Enforcement (Deputy Police Chief Mario Salbidrez)
 - C. Requested Approval to purchase 90 body cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item (Police Chief Eric Garcia)
6. Matters from Municipal Court
7. Matters from Police Chief Eric Garcia
 - A. Certificates of Appreciation
8. Matters from Fire Chief Erik Litzenberg
9. Matters from the Santa Fe Police Officers Association
10. Matters from the Santa Fe Firefighters Association
11. Matters from the Regional Emergency Communications Center
12. Matters from Committee Members
13. Communications from the Floor
14. Adjournment

For information regarding the agenda, you can call Shannon Perez at 955-5074. Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6520, five (5) working days prior to meeting date.

INDEX SUMMARY OF MINUTES

Public Safety Committee

April 21, 2015

<u>INDEX</u>	<u>ACTION TAKEN</u>	<u>PAGE(S)</u>
Cover Page		Page 1
Call to Order and Roll Call	Councilor Dimas, Chair for the Public Safety Committee called the meeting to order at 4:05 pm. A quorum was declared by roll call.	Page 2
Review and Approval of Agenda	<i>Mr. Trujillo moved to approve the agenda as presented, second by Mr. Harris, motion carried unanimously.</i>	Page 2
Approval of March 17, 2015 Minutes	<i>Mr. Trujillo moved to approve the minutes of March 17, 2015, second by Mr. Harris, motion carried unanimously</i>	Page 2
Old Business	<i>None</i>	Page 3
New Business		Page 3-6
<ul style="list-style-type: none"> A. Request Approval for cash increase from the Public Safety Special Fund 21224 for the Alarm Enforcement expenditures to cover posting and accounting corrections realized from the Alarm Enforcement program audit conducted by Liza Kerr the City of Santa Fe Internal Auditor in the amount of \$165,535.00. (Fiscal Administrator Nancy Jimenez) B. Proposed Ordinance amending the City of Santa Fe Alarm System Ordinance, Section 20-5 SFCC 1987 to clarify certain provisions; amend the fines for false alarms; and amend late reporting fees that are assessed against alarm installation companies and alarm monitoring companies. (Councilor Rivera) (Deputy Police Chief Mario Salbidrez) C. Proposed Ordinance amending subsection 23-6.2 SFCC 1987 to change the level of security required for professional baseball games at Fort Marcy 	<p><i>Dr. Mier moved for approval of the cash increase from the Public Safety Special Fund 21224 for the Alarm Enforcement expenditures to cover posting and accounting corrections realized from the Alarm Enforcement program audit conducted by Liza Kerr the City of Santa Fe Internal Auditor in the amount of \$165,535.00, second by Mr. Trujillo, motion carried by unanimous voice vote.</i></p> <p><i>Dr. Mier moved for approval of the proposed amendment to the City of Santa Fe Alarm System Ordinance, Section 20-5 SFCC 1987 to clarify certain provisions; amend the fines for false alarms; and amend late reporting fees that are assessed against alarm installation companies and alarm monitoring companies, second by Mr. Bowen, motion carried by unanimous voice vote.</i></p> <p><i>Mr. Bowen moved for approval of the proposed Ordinance amending subsection 23-6.2 SFCC 1987 to change the level of security</i></p>	

INDEX SUMMARY OF MINUTES

Public Safety Committee

April 21, 2015

<p>Ball Park (Councilor Trujillo) (City Attorney Kelley Brennan)</p> <p>D. Proposed Ordinance amending Section 12-6-1.3 of the City of Santa Uniform Traffic Ordinance to authorize the Governing Body to make speed limit alterations in the City of Santa Fe through adoption of a resolution. (Councilor Trujillo) (Traffic Engineers John Romero)</p> <p>E. Proposed resolution accepting the “Mayor’s Challenge for Safer People, Safer Streets” and directing staff to explore the resources and programs to promote safer streets for pedestrian and bicyclists. (Councilor Bushee) (Melissa McDonald)</p>	<p><i>required for professional baseball games at Fort Marcy Ball Park, second by Dr. Mier, motion carried by unanimous voice vote.</i></p> <p><i>Mr. Harris moved to approve the proposed Ordinance amending Section 12-6-1.3 of the City of Santa Uniform Traffic Ordinance to authorize the Governing Body to make speed limit alterations in the City of Santa Fe through adoption of a resolution , second by Mr. Bowen, motion carried by unanimous voice vote.</i></p> <p><i>Mr. Harris moved for approval of the proposed resolution accepting the “Mayor’s Challenge for Safer People, Safer Streets” and directing staff to explore the resources and programs to promote safer streets for pedestrian and bicyclists, second by Mr. Trujillo, motion carried by unanimous voice vote.</i></p>	
Matters from Municipal Court	<i>Report included in meeting packet.</i>	Page 6
Matters from Police Chief Eric Garcia	<i>Certificates of Appreciation</i>	Page 6
Matters from Fire Chief Erik Litzenberg	<i>Informational</i>	Page 7
Matters from the Santa Fe Police Officers Association	<i>Nothing to report</i>	Page 7
Matters from the Santa Fe Fire Fighters Association	<i>Nothing to report</i>	Page 7
Matters from the Regional Emergency Communications Center	<i>None</i>	Page 7
Matters from Committee Members	<i>Informational</i>	Page 7
Communications from the Floor	<i>None</i>	Page 7
Adjournment and Signature Page	Meeting was adjourned at 4:55 pm	Page 7

4. **Old Business**

None

5. **New Business**

- A. Request Approval for cash increase from the Public Safety Special Fund 21224 for the Alarm Enforcement expenditures to cover posting and accounting corrections realized from the Alarm Enforcement program audit conducted by Liza Kerr the City of Santa Fe Internal Auditor in the amount of \$165,535.00. (Fiscal Administrator Nancy Jimenez)

Ms. Jimenez brought this item forward to the Public Safety Committee to assure that the use of the funds was clear based on the recent program audit. The SFPD receives approximately \$300,000 a year and approximately \$150,000 is used for salaries, Records expenses, equipment for the SFPD and office supplies. In the past this was a pass through account which means that the SFPD would receive revenue from the alarm process, but only those responded to alarms were posted to the account which is city revenue. The actual money that the PSC would receive would not be posted to this account. When the audit happened, Ms. Kerr instructed that all revenue and expenses need to be posted on the account. The amount that needs to be posted as payment for (Public Safety Corporation) PSC will be delineated as an expense and accounted for on the books. Ms. Jimenez completed account reconciliation thru June 30th and confirmed that the BAR request in the amount of \$165,535.00 is for the correction of negatives in the Alarm Enforcement expenditure business until. Ms. Jimenez explained the line items in detail.

Mr. Arellano asked if Ms. Jimenez could define the alarm enforcement.

Ms. Jimenez said that PSC is a contracted alarm company, if the alarm company can handle and confirm that it is a false alarm the homeowner or business will be charged, if the officer does not have to go out, there would be no charge or penalties.

Mr. Arellano asked if SFPD is close to the \$300,000 as revenue collected. Ms. Jimenez said that amount is close to accurate. Ms. Jimenez again detailed the amount that is spent on internal expenses and detailed in the BAR request. Mr. Arellano asked if PSC is a local contractor. Ms. Jimenez said they are out of Arizona and their company name is Public Safety Corporation. Their software is called Crywolf.

Dr. Mier asked if there are repeat business and homeowners who are serviced.

Deputy Chief Salbidrez stated that the ordinance reads that the alarm companies are to report within a certain time period and most of them do not report timely, therefore the penalties accumulate.

Dr. Mier moved for approval of the cash increase from the Public Safety Special Fund 21224 for the Alarm Enforcement expenditures to cover posting and accounting corrections realized from the Alarm Enforcement program audit conducted by Liza Kerr the City of Santa Fe Internal Auditor in the amount of \$165,535.00, second by Mr. Trujillo, motion carried by unanimous voice vote.

- B. Proposed Ordinance amending the City of Santa Fe Alarm System Ordinance, Section 20-5 SFCC 1987 to clarify certain provisions; amend the fines for false alarms; and amend late reporting fees that are assessed against alarm installation companies and alarm monitoring companies. (Councilor Rivera) (Deputy Police Chief Mario Salbidrez)

PUBLIC SAFETY COMMITTEE
Tuesday, April 21, 2015, 4:00 PM – 4:55 pm
City Council Chambers
200 Lincoln Avenue, Santa Fe, NM 87501

MINUTES

Meeting was called to order at 4:05 pm by Councilor Bill Dimas, Chair for the Public Safety Committee. Roll call reflects quorum.

1. Roll Call

Present

Councilor Bill Dimas, Chair
Herbert Harris, Vice Chair
David Trujillo
Joe Arellano
Dr. Mike Mier
Mike Bowen

Absent

Dr. Nancy Owen-Lewis, Excused
Peter Mizrahi, Excused
Eric Johnson

Others Present:

Chief Eric Garcia, Santa Fe Police Department
Chief Erik Litzenberg, Santa Fe Fire Chief
Nancy Jimenez, Fiscal Administrator
Mario Salbidrez, Deputy Chief
Kelley Brennan, City Attorney
John Romero, City Traffic Engineer
Melissa McDonald, City of SF Watershed Coordinator
Captain Marvin Paulk, SFPD
Johnny Martinez, Animal Services Manager
Officer Charles Laramie, SFPD
Officer Clyde Segura, Animal Services

Fran Lucero, Stenographer

2. Approval of Agenda

No changes from staff or the PSC members.

Mr. Trujillo moved to approve the agenda as presented, second by Mr. Harris, motion carried by unanimous voice vote.

3. Approval of March 17, 2015 Minutes

Mr. Trujillo moved to approve the minutes of March 17, 2015 as presented, second by Mr. Harris, motion carried by unanimous voice vote.

Deputy Chief Salbidrez explained that the proposed amendment request was a result from the program audit. Language changes are included in the proposed ordinance and included in the meeting packet. Chief Salbidrez said they are looking for voluntary compliance in the ordinance. Another change is re-instating the non-refundable fees. The Schedule Fees and Fines for 3rd and 4th false alarms have been reduced to \$100 from the \$150 fee. The fee for late reports (Name and Address of Users) which was one area that was one of the high cost charges has gone from \$10.00 a day to \$100.00 after five business day grace period. We believe the flat fee that will make it easier for people to comply.

The Chief noted that the owner needs to register the alarm, tell the city who installed the alarm and who is their Alarm Company. There are concerns for those alarm systems that are in older properties and they will need to be evaluated individually. It was also clarified that if the alarm company fails to report they pay the fee not the customer.

Mr. Harris asked how many alarm company's do we have in Santa Fe. Chief Salbidrez said that to his knowledge there are approximately 26 companies.

The Fire Chief noted that there is a process in place to answer an alarm if a potential fire is in progress.

Chief Salbidrez said that the SFPD is using social media to encourage the community to register their alarms. Many other educational tools are being used to provide the public information.

Dr. Mier moved for approval of the proposed amendment to the City of Santa Fe Alarm System Ordinance, Section 20-5 SFCC 1987 to clarify certain provisions; amend the fines for false alarms; and amend late reporting fees that are assessed against alarm installation companies and alarm monitoring companies , second by Mr. Bowen, motion carried by unanimous voice vote.

- C. Proposed Ordinance amending subsection 23-6.2 SFCC 1987 to change the level of security required for professional baseball games at Fort Marcy Ball Park (Councilor Trujillo) (City Attorney Kelley Brennan)

Ms. Brennan detailed that one change is that the event sponsor comply with the security provisions in subsection 23-6.3(A) (4) that security guards shall possess at a minimum, a Level I security guard license, pursuant to the Private Investigations Act, Chapter 61, Article 27B, NMSA 1978. Level I guards do not carry any arms, they have training where they have to score 90% on a test and they go through a background check. Ms. Brennan explained both Level I and II. Level III requires fire arms training.

Mr. Arellano asked if there are a lot of incidents reported at Baseball Games. We believe there have not been any incidents at Fort Marcy Ball Park.

Chief Garcia said that at the close of last season there were not a lot of incidents. For the city to change to Level I is a smart decision.

Mr. Bowen moved for approval of the proposed Ordinance amending subsection 23-6.2 SFCC 1987 to change the level of security required for professional baseball games at Fort Marcy Ball Park, second by Dr. Mier, motion carried by unanimous voice vote.

- D. Proposed Ordinance amending Section 12-6-1.3 of the City of Santa Uniform Traffic Ordinance to authorize the Governing Body to make speed limit alterations in the City of Santa Fe through adoption of a resolution. (Councilor Trujillo) (Traffic Engineer John Romero)

Mr. Romero referred to 12-6-1.3 of the ordinance. The proposed change asks that the Public Safety Committee review any speed limit requests and that governing body be the final approval.

Dr. Mier asked why this request was necessary.

Mr. Romero said that the change is to give the authority to the governing body to approve and change the speed limit vs. a staff approval. The other positive attribute is that the governing body can call for a public hearing if the request for a speed limit change was controversial. Mr. Romero said that Traffic Engineer will continue to do the due diligence to assure that a safe speed limit is set and recommended.

Mr. Trujillo asked if there is a national standard that we need to meet.

Mr. Romero said that they follow all of the Department of Transportation and national standards set on speed limits. Mr. Romero also explained that there are concerns that surface in different parts of the city where a request comes from either a neighborhood association or constituent asking the traffic engineers department to consider a change. These change requests will come to the Public Safety Committee and to the Mayor and Council for final approval and discussion.

The Chair asked if there are areas where requests have been presented?

Mr. Romero said yes and provided information as an example on Zia Rd.

The Chair asked if the resolutions are going to come from the Traffic Engineer to the Mayor and Council.

Mr. Romero said that an engineering study would still need to be done, technical recommendations would be provided to the Mayor and Council before approval is finalized. The Traffic Engineer continues to do percentile studies on lowering speeds but never to increase a speed limit.

Mr. Harris moved to approve the proposed Ordinance amending Section 12-6-1.3 of the City of Santa Uniform Traffic Ordinance to authorize the Governing Body to make speed limit alterations in the City of Santa Fe through adoption of a resolution , second by Mr. Bowen, motion carried by unanimous voice vote.

- E. Proposed resolution accepting the “Mayor’s Challenge for Safer People, Safer Streets” and directing staff to explore the resources and programs to promote safer streets for pedestrian and bicyclists. (Councilor Bushee) (Melissa McDonald)

Ms. McDonald explained the resolution specifics which were put forward by the US Department of Transportation (USDOT) Secretary Foxx announcing the commitment of mayors and local elected officials to take significant action to improve safety for bicycle riders and pedestrians of all ages and abilities in their communities by the end of 2016. The seven challenges are as follows:

- 1) Take a complete streets approach;
- 2) Identify and address barriers to make safe and convenient for all road users; including people of all ages and abilities and those using assistive mobility devices;
- 3) Gather and track biking and walking data;
- 4) Use designs that are appropriate to the context of the street and its users;
- 5) Take advantage of opportunities to create and complete pedestrian and bicycle networks through maintenance;
- 6) Improve walking and biking safety laws and regulations;
- 7) Educate and enforce proper road use behavior by all.

The Mayor and BTAC have reviewed this request and are sending it on to the Public Service Commission with a recommendation to approve.

Mr. Harris moved for approval of the proposed resolution accepting the “Mayor’s Challenge for Safer People, Safer Streets” and directing staff to explore the resources and programs to promote safer streets for pedestrian and bicyclists, second by Mr. Trujillo, motion carried by unanimous voice vote.

6. Matters from Municipal Court
Report included in packet.
7. Matters from Police Chief Eric Garcia
 - A. Certificates of Appreciation Issued by Captain Marvin Paulk, SFPD and Mr. Johnny Martinez, Animal Service Manager

Honoree: Animal Control Officer Clyde Segura
Controlling a difficult situation involving both a dog and person and assuring that everyone was safe. Congratulations to Mr. Segura in the manner of which he handled this matter.

Honoree: Police Officer Charles Laramie
Officer Laramie was recognized for the safety measures he personally took to revive an individual – he brought this person back to life. Congratulations and thank you.

Captain Paulk said that all of our SFPD Officers and Civilian staff always provide the best service to the community. The Chair recognized Captain Paulk on his recent promotion.

The Chair asked about the status of the Deputy Chief opening. Chief Garcia said that he has been conducting interviews. There are challenges on the non-reversion contract clause. Once the Chief has selected his finalist he will meet with the HR Department. The Chief continues to pursue in-house candidates. If a selection is not made in-house the next step will be to post the position opening through HR.

- B. Property Crimes Comparison Report included in packet for committee review. Total burglary statistics are down by 23% from 2014 at this time of year.

8. Matters from Fire Chief Erik Litzenberg

It is getting hotter and dryer with heavy winds; be safe.

The next cadet class will start on May 11th, looking forward to the new staff joining in the near future.

At present there are no high levels of restrictions in the parks.

Mr. Arellano asked for a status on the watershed.

Chief Litzenberg said that the thinning is an on-going process and going well. We are on track in slimming the forestry and the watershed is in the best condition ever.

9. Matters from the Santa Fe Police Officers Association

Not Present

10. Matters from the Santa Fe Firefighters Association

Not Present

11. Matters from the Regional Emergency Communications Center

Mr. Martinez not present. Status of having next meeting at the RECC is not known. The Chair will follow up and send notification to the committee members.

12. Matters from Committee Members

Mr. Arellano had asked Chief Garcia about signage at Camino Entrada. Recently there was an accident there and Mr. Arellano was inquiring about signage to eliminate any future accidents. Chief Garcia asked Mr. Arellano to e-mail him directly with this concern and he will respond.

Dr. Mier asked if Public Safety Aide Staff can conduct and hold a radar gun. Chief Garcia said that it should be in the hands and authority of the Santa Fe Police Officer. Captain Paulk said they are not authorized to operate it but the SFPD officer can conduct training to get them familiar as the future is to have a PSC become a Police Officer.

13. Communications from the Floor

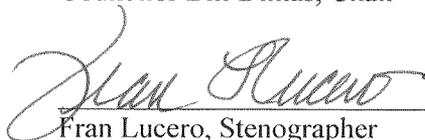
None

14. Adjournment

There being no further business to come before the Public Safety Committee the Chair called for adjournment at 4:55 pm.

Signature Page:

Councilor Bill Dimas, Chair



Fran Lucero, Stenographer

City of Santa Fe, New Mexico

memo

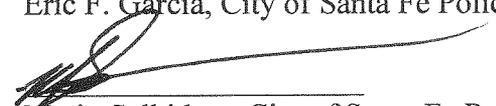
DATE: April 22, 2015

TO: City Council
Finance Committee
Public Safety Committee

VIA: _____
Brian Snyder, City of Santa Fe Manager

Robert Rodarte, City of Santa Fe Purchasing Director

Eric F. Garcia, City of Santa Fe Police Chief

FROM: 
Mario Salbidrez, City of Santa Fe Police Deputy Chief

RE: 1. PSA ALARM ENFORCEMENT

Background and Summary:

The City of Santa Fe adopted ordinance No. 2009-33 on July 9, 2009 creating a new Article 20-5 SFCC 1987 regarding alarm systems and false alarm reduction which became effective October 2009. After adopting said ordinance, the city contracted with CryWolf, currently AOT Public Safety Corporation d/b/a Public Safety Corporation (PSC), to provide management of the alarm ordinance where persons and organizations using alarm systems will be held accountable for false alarms with an annual system registration and penalty fees. The Professional Service Agreement came to term on or about October 2014. Currently, the city has been operating with PSC by means of an amendment extending the term of service.

Request for Proposal(s) (RFP):

On Thursday, 28, 2014 the City of Santa Fe, Finance Department, Purchasing Division, and Police Department solicited a Request for Proposal, RFP No. 15/06/P, for the Alarm Enforcement Program. The deadline to submit RFPs was Thursday, October 2, 2014.

The city received two RFPs, one from PMAM and one from Public Safety Corporation. The evaluation of said RFPs consisted of Purchasing Director Robert Rodarte, Fiscal Administrator Nancy Jimenez, Administrative Manager Betty Jo Tafoya, and me. The evaluation teams subsequently recommend a contract be awarded to Public Safety Corporation.

Note: The Professional Service Contract (PSC) has been prepared and will be awarded upon approval by the finance Committee and Santa Fe City Council. (Refer to Attachment "A")

Programs Performance:

Prior to having the alarm ordinance, as it is today, the police department's annual response to alarms is as follows:

	2005		2006		2007		2008	
	Dispatched	self initiated						
CHECK ALARM	105	29	108	30	136	28	132	45
BUSINESS ALARM	4790	9	4417	10	4078	4	3730	6
RESIDENTIAL ALARM	3277	0	2904	0	3178	2	2985	2
BANK ALARM	215	0	173	0	194	0	201	1
Total	8387	38	7602	40	7586	34	7048	54
GRAND TOTAL	8425		7642		7620		7102	

Once the ordinance was adopted and management was assumed by PSC, the number of false alarms has dropped and is represented as such:

	2009		2010		2011	
	Dispatched	self initiated	Dispatched	self initiated	Dispatched	self initiated
CHECK ALARM	120	58	136	55	109	44
BUSINESS ALARM	3421	11	3242	12	2374	7
RESIDENTIAL ALARM	2987	0	2864	2	2376	1
BANK ALARM	153	0	172	0	157	0
Total	6681	69	6414	69	5016	52
GRAND TOTAL	6750		6483		5068	

	2012		2013		2014	
	Dispatched	self initiated	Dispatched	self initiated	Dispatched	self initiated
CHECK ALARM	105	56	131	56	111	55
BUSINESS ALARM	2261	7	2046	5	2308	4
RESIDENTIAL ALARM	2191	3	2292	3	2593	0
BANK ALARM	150	1	164	0	193	0
Total	4707	67	4633	64	5205	59
GRAND TOTAL	4774		4697		5264	

Note: Check Alarm category are reports of alarms heard by officers or citizens reported to the dispatch. They are not necessary always home or business alarms and often can be car alarms.

False Alarms:

For the last four (4) years the number of false alarms is as follows:

- 2011 – 4,472
- 2012 – 4,985
- 2013 – 4,461
- 2014 – 5,832

Note: In speaking to Miss Dorothy Encinias, the jump in number of false alarms from 2013 to 2014 is not a result of different business practices by her or PSC, but may be related to annexation.

Fees Collected:

Since the implementation of the ordinance the following fees were collected for said fiscal year:

09/10 – \$26,353
10/11 – \$180,140
11/12 – \$194,866
12/13 – \$173,762
13/14 – \$676,619
14/15 – \$342,094

The large spike in fees from fiscal year 12/13 to 13/14, I can only assume, is a result of the March 2014 performance audit indicating, “Opportunities to improve the internal controls around the billing process and the recording of assets in the City of Santa Fe’s general ledger have presented themselves.”

Outstanding Fees:

The false alarm program does have outstanding balances; PSC does attempt to collect by notifying home and business owners of overdue fees by mail. Although, the success in collecting is minimal and the outstanding fees for the last four (4) calendar years are:

2011 – \$150,175	2013 – \$404,705
2012 – \$342,450	2014 – \$352,140

Note: The collection practice needs to be addressed and the police department needs guidance regarding soft or hard collection.

Contract Term:

Once approved the contract term shall terminate on April 30, 2017, and upon satisfactory performance by PSC the professional service agreement allows an option to renew the agreement for an additional two (2) years, not to exceed four (4) years.

Contractor Responsibilities:

Please refer to attachment “B”, Exhibit “A” – False Alarm Program Administration Scope of Service.

Contractor Percentage Share of Total Collected:

Alarm Program Fees, Fines, and Charges

Revenue Years 1 through 3	28%
Optional Years	28%

Addressing Performance Audit Findings:

Finding – 1. *Lack of Ownership/Leadership, Cohesion and Oversight*

To address this finding the department has established a policy identifying the command structure that will aid the employee assigned to the false alarm program and provide assistance and oversight. Therefore, creating a point of contact related to accounting matters and operational matters outside the authority of the employee assigned to the false alarm program. (Refer to attachment "C")

Finding – 2. *Lack of Formally Documented Policies and Procedures*

To address this finding, the department drafted a policy identifying the duties and responsibilities of employees involved with the false alarm program. The policy and procedures provides a guideline for current and future employees regarding import operational matters related to the program. Furthermore, monthly reconciliation reports are received from PSC by Accounting Supervisor Laura Vigil, who then verifies and prepares a journal entry for Finance to post to the accounting system. (Refer to attachment "C")

Finding – 3. *Collections Not Actively Pursued*

In addressing this matter, additional language has been added to the PSA addressing collections. The only other action required to completely address this finding is direction from the governing body regarding the method desired for collections. (Refer to attachment "A" section 4 "Collection of Fines.")

Finding – 4. *Appeals not Processed Timely*

With the current selection of hearing officers, following an RFP, the department is prepared to address appeals as they are received. We are still waiting for legal advice regarding old appeals filed and never heard.

Finding – 7. *Not All Alarm Companies Are Submitting Monthly Reports, Not All Alarms Users Are Registered*

&

Finding – 11. *All Fees and Fines for Alarm Companies Are Not Being Addressed*

To address these matters, there have been a number of changes to create oversight and attempt to improve on monthly reporting's and registration.

First, in an effort to have all alarm installers and monitoring companies comply with the reporting process the department along with PSC has updated requirements to the registration form by adding the following additional fields:

- Monitored by:
Name
Phone
Monitoring Service City of Santa Fe Business License Number;
- Sold by:
Name
Phone
Alarm Installer(s) City of Santa Fe Business License Number.

The alarm company "Records Form" has the following additional requirements:

- Monitoring Service;
- City of Santa Fe Business License Number;
- Alarm Installer(s) City of Santa Fe Business License Number.
- Alarm Monitoring Company has established procedures for accepting cancellations of alarms; also,

an 'Alarm Installer Background Verification' form was generated, and will be a mandatory item for alarm installer companies to complete and update every time a new hire is brought onboard. (Refer to attachment "D")

Each week, PSC will contact Miss Dorothy Encinias regarding any registrations and/or records forms that do not have business licenses. We will then attempt to contact the installer or monitoring service and educate them on the City of Santa Fe Alarm System Ordinance. This will allow us to compile a list of companies and installers, previously unknown, and monitor their compliance with the ordinance and licensing requirement.

Additionally, to further educate our community the Community Relations section of the department has begun to include educational talks regarding registration of alarms during community meetings and neighborhood watch meetings. The sergeant of the unit is currently drafting a flyer to disseminate and the department has also published announcements regarding procedures to register alarms systems on the department's social media page.

Lastly, it is the department's intention to encourage alarm users to register their alarms; therefore, a proposed language change in the city ordinance encourages registration with the following:

"A waiver shall be granted for an assessed fine for an unregistered alarm system, if the registration is completed by the alarm user within ten (10) business days upon notification of the initial fine for an unregistered alarm system."

Finding – 8. *Billing Not Always Accurate*

In conferring with Miss Kerr, this finding was addressed and corrected before the audit was completed. Yet, follow up communication with Miss Jessica Suiter, Director of Outsource Operations (PSC), also provided the following statement when asked about the status of billing and outstanding fees:

"After speaking with Sarah the deletions and modifications of the charges to the alarm users were completed prior to the finalization of the audit. So the current outstanding balance is accurate and does not include the previously referenced billing errors."

Finding – 10. *Billing for Late Reports*

It was found that this finding was an error by PSC but possibly compounded by the language in the ordinance. The department found that the \$10 fine for each day after the grace period was difficult to manage and was creating large outstanding balance owed by monitoring companies and alarm companies.

Therefore, to address the finding, the department has proposed a change in the fine structure more in line with what the city does in other ordinance. The proposed fine changes from \$10 a day to a flat fee of \$100, after the grace period, per month. This allows for fair fine assessment and ease of fine accounting per company.

Lastly, in regards to 'Enhanced Call Verification' Regional Emergency Communication Center (RECC) currently has a field to ask if a responsible party has been notified prior to calling for police response. The RECC has agreed to collect and require the information related to ECV.

Requested Action:

Requested action is:

- Approval of a two (2) year professional services agreement with PSC with an option to renew for an additional two (2) years, not to exceed four (4) years.

cc: Miss Lisa Kerr

ATTACHMENT “A”

**Professional Service Agreement with Public Safety
Corporation (PSC).**

CITY OF SANTA FE
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe (the "City") and AOT Public Safety Corporation d/b/a Public Safety Corporation (the "Contractor"). The date of this Agreement shall be the date when it is executed by the City and the Contractor, whichever occurs last.

1. SCOPE OF SERVICES

The Contractor shall provide the following services for the City as described in Exhibit "A" attached hereto and incorporated herein.

2. STANDARD OF PERFORMANCE; LICENSES

A. The Contractor represents that it possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents and representatives.

3. COMPENSATION

A. Payment terms are described in Exhibit "B" attached hereto and incorporated herein.

B. At the beginning of each month, the Contractor shall reconcile the Collected Revenue for the previous month and calculate the parties' revenue shares as described in Payment Terms Exhibit "B". After Contractor review and approval, and upon City of Santa Fe's approval of the reconciliation and revenue share calculations, City of Santa Fe and the Contractor, as required, shall authorize and cause the issuance of electronic ACH transfers to City of Santa Fe and Contractor of the previous month's Collected Revenue.

4. COLLECTION OF FINES

City of Santa Fe shall support the collection of false alarm fees and fines in accordance with the Alarm Ordinance and at the direction of the Alarm Administrator. If City of Santa Fe directs Contractor to engage a third-party collection organization for delinquent amounts, City of Santa Fe shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the Contractor and Subcontractor the authority to collect unpaid fees on behalf of the City of Santa Fe. If organizations other than the City of Santa Fe and Contractor are retained to collect overdue amounts, the parties agree that the collection costs shall, to the extent permitted by the State of New Mexico law, be added to the delinquent amounts owed by alarm system users.

5. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

6. TERM AND EFFECTIVE DATE

This Agreement shall be effective when signed by the City and the Contractor, whichever occurs last, and shall terminate on April 30, 2017, unless sooner pursuant to Article 6 below. Contractor is granted, upon a satisfactory performance, an option to renew this Agreement for an additional two (2) years, not to exceed four (4) years. Contractor and the City shall renegotiate the terms and conditions upon renewal. The option shall be exercised by the parties prior to the expiration date of this Agreement.

7. TERMINATION

A. This Agreement may be terminated by the City or Contractor upon

60 days written notice to the other party.

(1) The Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the City copies of all work product, research or papers prepared under this Agreement.

8. STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES

A. The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement

B. Contractor shall be solely responsible for payment of wages, salaries and benefits to any and all employees retained by Contractor in the performance of the services under this Agreement

C. The Contractor shall comply with City of Santa Fe Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

9. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the City.

10. CONFLICT OF INTEREST

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with

the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

11. ASSIGNMENT

A change in ownership of the Contractor or a purchase of the majority of assets or stock of the Contractor by another company shall not be considered an assignment of this Agreement.

12. RELEASE

The Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

13. INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

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

14. INDEMNIFICATION

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

15. NEW MEXICO TORT CLAIMS ACT

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

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and the Contractor. No

person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

17. RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

18. APPLICABLE LAW: CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

20. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into

this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. COOPERATIVE PURCHASES

This Agreement may be used as a cooperative agreement by other governmental agencies and should follow all terms and conditions in this Agreement. The City shall not incur any liability or expense in relation to this Agreement.

24. NOTICES

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

City of Santa Fe:
Santa Fe Police Department
P.O. Box 909
Santa Fe, NM 87504

Contractor:
Public Safety Corporation
103 Paul Mellon Court
Waldorf, MD 20602

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

CITY OF SANTA FE:

CONTRACTOR:
AOT PUBLIC SAFETY CORP.

JAVIER M. GONZALES, MAYOR

NAME & TITLE

DATE: _____

DATE: _____

CRS#52-2188829
City of Santa Fe Business Reg.
#15-00116400

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item:

ATTACHMENT "B"

Exhibit "A"

False Alarm Program Administration Scope of Services

EXHIBIT "A"

False Alarm Program Administration Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Contractor, and City of Santa Fe, New Mexico ("City of Santa Fe").

Contractor Responsibilities

Contractor will be responsible for administering the City of Santa Fe false alarm tracking and billing program ("Program"). This will include, but may not be limited to:

1. Initially importing electronically into Contractor's alarm processing system (software name) database alarm system registration/permit data obtained from City of Santa Fe and/or alarm companies, as authorized by City of Santa Fe;
2. Registering and updating alarm permits in accordance with the City of Santa Fe Alarm Systems Ordinance ("Ordinance"). Permit registrations may be processed by mail (Contractor mailing address) and/or online;
3. Importing daily into the Contractor software system, false alarm incident data (in formats prescribed by Contractor) extracted by City of Santa Fe from the County CAD/911 System;
4. Exporting daily from the Contractor software system, Alarm permit status change information e.g. suspended based on business rules defined and authorized by City of Santa Fe. These changes will be reviewed and approved by City of Santa Fe prior to the City making any related changes in law enforcement response;
5. Initializing, maintaining, securing and backing up Program databases including alarm registration and incident data, alarm-related financial transactions and accounts receivable. Contractor will also comply with the provisions of the Ordinance, and update Program business rules to comply with any Ordinance changes;
6. Processing false alarm incident data, including the matching of false alarm incidents with the alarm registration/permit database maintained by Contractor. If requested, Contractor will establish an electronic process for an authorized City of Santa Fe staff to review and edit, if necessary, false alarm clearance decisions obtained from the City CAD/911 System before noticing or billing actions take place;
7. Billing and corresponding with alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to false alarm notifications, invoices, and delinquent payment notices; Contractor shall be exempt from executing and enforcing fines related to alarm company late submission of reports in Ordinance No. 2009-33 Section 20-5.14 Fees and Fines.

8. Establishing and hosting a dedicated, secure City of Santa Fe Alarm Program web site allowing, at a minimum, online alarm permit information registration and updating, online false alarm fee payments (ensuring compliance with PCI security standards) and alarm awareness education (school) if requested;
9. Inserting City of Santa Fe specific information on false alarm reduction and Ordinance requirements on the alarm program web site and in the initial false alarm notice/warning sent to alarm users;
10. Answering telephone inquiries from City alarm users that are placed to a false alarm program toll-free customer service number;
11. Managing fee/fine payment mailed to and deposited in a mutually-agreed, dedicated bank lockbox and received from other payment channels, e.g. online, agreed on by contractor and City of Santa Fe, and applying these payments to alarm accounts. Managing these collection activities shall include, but is not limited to, the monthly reconciliation of all payments and bank deposits in support of monthly revenue sharing in accordance with Exhibit "B"- Payment Terms;
12. Supporting alarm hearings and appeals by notifying the City of any such appeals, providing a City hearing representative with documentation supporting noticing/billing decisions; and updating the system with the disposition of any hearing decisions made by the City;
13. Providing and maintaining computer equipment, software, mailing equipment and furniture at the Program processing facilities; and
14. Providing City of Santa Fe secure, online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, registration/permit and suspension information, and financial transactions/balances with format and content specified by the software Alarm Management System and agreed on between City of Santa Fe and the Contractor.

Contractor shall be responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment and consumable supplies.

City of Santa Fe Responsibilities

1. Appointing a City of Santa Fe Alarm Administrator ("Administrator") who will be the primary point of contact between *contractor* and City of Santa Fe. The Administrator is responsible for overseeing *contractor's* operation of the False Alarm Administration Services Program ("Program") and accessing Program information, as needed, via *contractor* provided online access.
2. Requesting Alarm Companies to provide alarm system registration information and supporting *Contractor*, as needed, to ensure that Alarm Companies comply with alarm system information requests;
3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for documenting alarm related information within the City of Santa Fe CAD/911 system;
4. Extracting false alarm incident data from the City CAD/911 System and transferring this data electronically to *Contractor* (via email or *contractor* FTP site). City of Santa Fe staff is also responsible for entering, or causing to be entered, into the CAD/911 System any false alarm related data, including alarm permit status, that City of Santa Fe may choose to display to CAD/911 System operators through the CAD/911 System;
5. Scheduling, conducting and making appeal decisions for any false alarm hearings;
6. Conducting any general public education programs on false alarms; and,
7. Transferring any and all financial information from the Program generated alarm reports to other City of Santa Fe financial systems, as needed.

City of Santa Fe is responsible for all costs of carrying out these responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies as described in Attachment B- Payment Terms.

EXHIBIT "B"

1. Revenue Sharing Percentage

For the provision of all services and technology outlined in this contract, PSC shall obtain payment exclusively from the revenues these services help generate. There shall be no upfront systems development, licensing, conversion, equipment, travel or other costs. PSC shall purchase, configure, install, and customize all systems and processes. PSC requires to provide the False Alarm Management Services described herein. The Revenue Sharing schedule is as follows:

<u>Contractor Percentage Share of Total Collected Revenue</u>	
	<u>Alarm Program Fees, Fines, and Charges</u>
Revenue Years 1 through 3	28%
Option Years	28%

The First Revenue Year shall begin when revenue collections begin. The only amounts that shall be paid and subtracted from gross revenue before the revenue sharing percentages are applied are:

1. Refunds, authorized in writing by City of Santa Fe, of amounts paid to alarm users;
2. Bank and credit card processing charges and any special mailing costs in excess of standard first class U.S. postage; and,

The percentages in the Option Years are proposed targets and are predicted on City of Santa Fe extending the contract term to additional Program years. The percentages are also based on several assumptions over which Contractor has little or no control:

1. The Ordinance fee and fine schedules remain at levels equal to or greater than in Revenue Year 1;
2. City of Santa Fe adopts a fair, but firm approach to appeals; and
3. City of Santa Fe actively supports enforcement of the Alarm Ordinance, including support of measures to collect all amounts due for violations of the Ordinance.

ATTACHMENT “C”

**SFPD – False Alarm Monitoring System Policy,
Procedures, and Reconciliation Report.**

TITLE: False Alarm Monitoring System

CODIFIED: 101.1

EFFECTIVE:

RESCINDS/AMENDS: New Policy

PAGES: 5

PURPOSE

The purpose of this policy is to establish responsibilities and procedures that are necessary to ensure the City of Santa Fe Alarm Ordinance requirements are met.

DISCUSSION

The goal of City of Santa Fe's Alarm Ordinance is to encourage more responsible use of alarm systems and to reduce the number of false alarms to which peace officers must respond by accurately tracking false alarm instances and assessing fees and penalties as required by the Alarm Ordinance.

POLICY AND PROCEDURE

101.1.01 Alarm Administrator- The Alarm Administrator may be an employee of the City of Santa Fe, or an agent thereof, and is designated to administer the provisions of the Alarm Ordinance.

A. A company contracted with the City of Santa Fe will assist with management of the Alarm Ordinance. For purposes of this policy the contracted company will be referred to as "TPC"- Third Party Company.

101.1.02 Alarm Administrator, Duties and Responsibilities

Not limited to:

A. Obtain and maintain records/ reports:

1. Alarm dispatch requests, cancellations of alarm dispatch requests; and verification that the monitoring company used enhanced call verification when the alarm dispatch request was made.

2. Alarm monitoring and installation company information.

B. Determine if an alarm signal was false based on information listed in the Alarm Ordinance, 20.5.11(B).

C. Notify alarm users in writing of a false alarm in which the following information shall be included:

1. The date and time of law enforcement response to the false alarm.

2. The identification number of the responding law enforcement officer.

3. A statement urging the alarm user to ensure that the alarm system is properly operated, inspected and serviced in order to avoid false alarms and resulting fines.

4. The amount of the fine, if any.

5. A statement that city response to a false alarm shall be suspended after the tenth (10th) false alarm (excluding duress, hold up and panic alarms) in a twelve (12) month period.

6. A description of the appeals procedure available to the alarm user.

D. Make available to the alarm user the ordinance and/or an ordinance summary sheet.

- E. Refer commercial alarm users which have exceeded two false alarms in a twelve (12) month period for fire, smoke, carbon monoxide or heat false alarms to the city of Santa Fe fire department, fire marshal's office for inspection.
- F. Keep collected and accessed information confidential to include:
 1. All information contained in and gathered through the alarm registration applications.
 2. Records relating to alarm dispatch requests.
 3. Applications for appeals.
 4. Customer lists obtained from alarm installation companies.
 5. Customer lists obtained from monitoring companies.
- G. Provide customer service for persons requesting information regarding the Alarm Ordinance; registration of an alarm, purchasing and renewal of alarm permits, appeal process, hearing process, repair orders, account discrepancies etc.
- H. The Alarm Administrator will be a liaison with the "TPC" and provide information in a timely manner.
- I. Overseeing the "TPC's" operation of the False Alarm Administration Services Program and accessing Program information, as needed, via "TPC" provided online access.
- J. Requesting Alarm Companies to provide alarm system registration information and supporting the "TPC", as needed, to ensure that Alarm Companies comply with alarm system information requests;
- K. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users,
- L. Extracting false alarm incident data from the City *CAD/911* System and transferring this data electronically to the "TPC" (via email or "TPC" FTP site).
- M. Entering, or causing to be entered, into the *CAD/911* System any false alarm related data, including alarm permit status, that City of Santa Fe may choose to display to *CAD/911* System operators through the *CAD/911* System;
- N. Scheduling, conducting and making appeal decisions for any false alarm hearings.
- O. Conducting any general public education programs on false alarms.
- P. Transferring any and all financial information from the Program generated alarm reports to other City of Santa Fe financial systems, as needed.
- Q. Facilitate the correction of account discrepancies that are not the fault of the alarm user (i.e., information incorrectly entered into CAD by RECC).
 1. In instances when the Alarm Administrator is notified that the alarm user is not at fault the Alarm Administrator shall immediately attempt to confirm so that the time constraints for appeal are not affected.
 2. If the Alarm Administrator cannot confirm that the user is not at fault the alarm user will be referred to the appeal process.

101.1.03 Appeals- Any alarm user, unregistered alarm user, alarm installation company or monitoring company that receives a notice of a false alarm or a notice of fees or fines due under this Ordinance may file an appeal with the alarm administrator setting forth the reasons for the appeal within thirty (30) days

from the date the notice was mailed by the alarm administrator.

- A. The alarm administrator shall give written notice by certified mail to the appellant at least ten (10) days prior to the hearing.

101.1.04 Repair Orders/ Modifications

- A. False alarms due to defective, failing or malfunctioning equipment may be removed by the Alarm Administrator contingent on the alarm user providing the following documentation:

1. Copy of the invoice/ receipt for repair.
2. Signed affidavit by the technician documenting the repair/ service call within 30 days of the false alarm notification.
 - a. If an alarm installation company repairs an alarm system within ten (10) days after a false alarm, the alarm installation company may transmit the repair invoice or other written record of the repair to the alarm administrator, in which instance the alarm administrator shall delete the false alarm from the alarm user's record.
 - b. There shall be no more than two repair deletions allowed per alarm user registration per year.

- B. The Alarm Administrator may require an alarm user to remove a holdup alarm device that is a single action, non-recessed button, or have it replaced with an acceptable dual action or recessed device after the occurrence of a false holdup alarm.

- C. The Alarm Administrator may require an alarm user to remove the duress or panic alarm capability from the users alarm system after the occurrence of a false duress or panic alarm.

101.1.05 Alarm Monitoring Companies- Alarm monitoring companies maintain records relating to alarm dispatch requests.

- A. The Alarm Administrator may request copies of records maintained by alarm monitoring companies for individually named alarm users.

1. If the request is made within sixty (60) days of an alarm dispatch request, the monitoring company shall furnish requested records within three (3) business days of receiving the request.
2. If the records are requested between sixty (60) days to one (1) year after an alarm dispatch request the monitoring company shall furnish the requested records within thirty (30) days of receiving the request.

101.1.06 Suspension of Response- The Alarm Administrator may suspend law enforcement response to an alarm site by revoking the alarm registration if it is determined that:

- A. The alarm user has eleven (11) or more false alarms in a twelve (12) month period.
- B. There is a statement of a material fact known to be false in the application for a registration.
- C. The alarm user has failed to make timely payment of a fee or fine assessed under Section 20-5.14 SFCC 1987.
- D. The alarm user has failed to submit a written certification from an alarm installation company, that complies with the requirements of this Ordinance, stating that the alarm system has been inspected and repaired (if necessary) and/or additional training has been conducted by the alarm installation company.
- E. The Alarm Administrator shall notify the alarm installation company and the alarm monitoring company listed on the alarm registration

application of the determination to revoke an alarm registration and suspend response to alarm site.

101.1.07 Reinstatement

A. An alarm user whose alarm registration has been revoked may, at the discretion of the City, have the alarm registration reinstated by the Alarm Administrator if the alarm user:

1. Pays a reinstatement fee in accordance with Section 20-5.14 SFCC 1987.
2. Pays, or otherwise resolves, all outstanding citations and fines.
3. Provides satisfactory evidence to the Alarm Administrator that the alarm system has been inspected and repaired (if necessary) by the alarm installation company; and/or that additional training in the proper use of the alarm system was provided by the alarm installation company for all alarm users.

B. The Alarm Administrator may also require one or more of the following as a condition to reinstatement.

1. Proof that an employee of the alarm installation company or monitoring company caused the false alarm.
2. A certificate showing that the alarm user has successfully completed the alarm user awareness class as provided under 20-5.11 SFCC 1987.
3. Proof that an upgrade to the alarm control panel was made to meet ANSI/ SIA Control Panel Standard CP-01.
4. A written statement from an independent inspector designated by the City that the alarm system has been inspected and is in good working order

5. Confirmation that all motion detectors are dual technology type

6. Confirmation that the monitoring company will not make an alarm dispatch

7. Request unless the need for law enforcement is confirmed by audio or video verification

8. Confirmation that the monitoring company will not make an alarm dispatch

9. Request unless the need for law enforcement is confirmed by a person at the alarm site.

101.1.08 Poverty Exemption

A. Qualified alarm users shall be exempt from the alarm system registration and renewal fees.

B. Alarm users who qualify for a poverty exemption shall be required to pay fines.

C. To qualify for the exemption, the following shall apply:

1. The alarm user shall file an affidavit setting out the following facts:
2. The customer is the head of the household and residing at the alarm site; and
3. The household's gross annual income does not exceed one hundred twenty percent (120%) of the most recent federal poverty guidelines issued by the U.S. Department of Health and Human Services.
4. The alarm user shall submit documents as required by city policy in order to verify income.
5. The alarm user shall consent to any reasonable investigation and substantiation by the City of the facts stated in the affidavit.

- 6. The filing of a false statement or otherwise fraudulently obtaining the benefits of this section is a violation of the Santa Fe City Code and is punishable pursuant to Section 1-3 of this Code and shall entitle the City to recover any fraudulently exempted amount and applicable interest penalties.

101.1.09 Chain of Command

- A. The Alarm Administrator answers to the Santa Fe Police Accounting Supervisor, then the Police Administrative Captain, Deputy Chief of Administration and finally the Chief of Police.
- B. The Chain of Command is responsible for monitoring the performance of the Alarm Reduction Program, audit billing and police response to false alarms.

DRAFTED (jrw) 3/15

APPROVED: _____
ERIC F. GARCIA
Chief of Police

DATE: _____



False Alarm Procedures

Alarm Administrator Responsibilities

The responsibilities of the Alarm Administrator is to be the point of contact with the contracted company monitoring the false alarm program. The Alarm Administrator receives notifications, when they arise, related to filed appeals, issues related to alarms such as address concerns where then the Alarm Administrator will verify information and confirm address or provide correction to the contracted company. Matters brought to the attention of the Alarm Administrator include customer concerns and appeals, and concerns or appeals related to Alarm Installers and Monitoring Companies.

Furthermore, the contracted company may contact the Alarm Administrator regarding upload issue from the Computer Aided Dispatch (CAD) system, which then the Alarm Administrator will notify the Administrative Manager of Records to resolve the issue.

The following guidelines are established to assist the Alarm Administrator in addressing issue brought to his/her attention.

- **Customer Service:**

Customers usually call with general questions in regards to the alarm ordinance and the process of purchasing an alarm permit. Questions are answered with the information from the ordinance to direct the customer according to their needs. Most calls end in an explanation of the ordinance to help the customer understand why they are required to register and purchase a permit for their alarm system.

Customers can obtain a copy of the ordinance by mail (hard copy), email (PDF format) or they can go online to www.santafenm.gov and visit the City Clerk's Department page.

Customers are referred to PSC for initial registration, permit renewal, billing questions and concerns. When required they can either call the toll free number 1-877-215-4594 or go online to www.crywolfservices.com/santafenm/ to register their alarm system, purchase or renew their permit, update information and make fine/fee payments. When mailing in a payment or sending any documentation to PSC it must be mailed to:

Santa Fe-FARP
P.O. Box 912692
Denver, Colorado
80291

- **Appeal process:**

According to the ordinance the appellant has 30 days after mail notification to contest a charge or false alarm appearing on their account. Appeals are usually first submitted to PSC and then subsequently emailed to the alarm administrator. A file is then created by printing out the initial email, the appeal submitted by the appellant; any documentation the appellant provides, a copy of their account history and CAD calls for false alarms to the customers address.

In some cases where customers do not have access to a computer; a hand delivered appeal by the customer can be accepted at the alarm administrator's office. The alarm administrator will then notify PSC by either e-mail or mail of the appeal, by submitting copies to them. The appeal is then reviewed with the information provided. If the appeal does not meet all requirements and deadlines granted by the ordinance it is immediately denied and the alarm administrator then notifies PSC of such.

If the appeal does meet all requirements of the ordinance it will then be processed and reviewed.

After verifying and reviewing dates, times, CAD information and supportive documents, a decision is made either to grant or deny the appeal.

- **Supporting reasons for grant/denial of Appeal:**

If customer is unaware of program due to their alarm company not advising them of the requirements by the City of Santa Fe and they incur \$100 fee for having a false alarm while being unregistered but are willing to get registered within 5 business days, \$100 fee can be waived.

If a customer has a medical condition that limits their ability to get to the alarm panel or telephone.

If alarm system is malfunctioning and the customer has made an effort to get the system serviced and in the event the alarm company cannot get a tech to that address within the allotted 10 days but an appointment is scheduled, false alarm can be forgiven and fines can be waived.

If a circumstance out of the alarm users control occurs and documentation can be provided to support the alarm user's claim, the appeal may be granted. i.e. construction workers using a jackhammer close to the business or home and causing windows and doors to shake setting the alarm off multiple times.

In a case, in which the appeal is granted, the alarm administrator notifies PSC by email to waive fines/fees and adjust the customer's account to reflect the decision of the appeal.

In a case, in which the appeal is denied, an official hearing is then scheduled at this time. A letter of hearing notification is mailed to the hearing officer and the appellant, by the

alarm administrator, with the date, time and location of the hearing. Hearings are currently held in the conference room at the CIP office located at 2651 Siringo Road Building G. Prior notice of at least two weeks for scheduling reservation of this room is required. Contact CIP employee(s) for conference room reservations.

- **Hearing Process:**

During the scheduled hearing, the hearing officer listens to both party's explanations as to why and why not the appeal should or shouldn't be granted. The hearing officer is provided with documentation to support the alarm administrator's decision for denial. The hearing officer then has an additional 30 days to review and notify the alarm administrator and the appellant of the appeal decision. Each hearing is recorded, using the department issued digital voice recorder. A file for each hearing is also kept for record purposes and copies are also provided to the appellant. Upon receipt of the hearing officer's letter of decision; it is included in each file.

Note: The City of Santa Fe currently does not have a collections process in place for uncollected balances. In an attempt to collect outstanding balances, negotiation of at least half of what the customer owes will take place. Some customers refuse and some will accept. With the exception of alarm companies, FARP staff can negotiate with residential and commercial companies.

- **Repair Orders:**

In the event a home or business owner experiences multiple false alarms due to defective, failing equipment etc., and a technician is called out to perform repairs on the alarm system, the false alarm can be forgiven and fees/fines can be waived by the alarm administrator. The homeowner is required to provide the alarm administrator with copies of the invoice or receipt and a signed affidavit by the technician proving they were at the said location of false alarms claimed by the owner, within 30 days of notification of the false alarms. The alarm administrator reviews the provided documents and then will notify PSC to make adjustments to the customers account to reflect the approval of the repair order. A file is also created for each repair order and kept for record purposes. Repair orders can also be hand delivered to the alarm administrator's office or mailed to PSC at the above referenced program address.

- **Account Discussion:**

When a customer does not understand or wants to discuss items on their account, the alarm administrator will make an appointment with the customer to do so. In the event a mistake is found on the customers account, it is then relayed to PSC by email so the account can be adjusted according to the corrections that need to be made.

- **Email correspondence:**

Alarm companies will email or call the alarm administrator for general information, to verify addresses located in the City of Santa Fe, verification of licensing of alarm companies doing business in Santa Fe, etc. Most questions and concerns can be answered within a day or so, unless research is required.

On or before the 25th of each month, alarm and monitoring companies are required to submit their monthly customer report. This report must be submitted whether there are new customers or not. Some but not all alarm companies will carbon copy the alarm administrator on their email submission so the acknowledgement of receipt is made.

Accounting Supervisor Responsibilities

The Accounting Supervisor receives a reconciliation report from the contract company monthly. The Accounting Supervisor verifies the amounts provided against the "Analyzed Business Checking" then prepares a journal entry for Finance to post in the accounting system.

If the verification identifies discrepancies, the Accounting Supervisor will contact the contracted company to correct the discrepancies. The Accounting Supervisor will not submit a journal entry to Finance until accurate verification can be achieved.

The Accounting Supervisor will generate a report describing the discrepancies and resolution to the Fiscal Administrator; although, if accurate verification is not achieved, for any month, the Accounting Supervisor will generate a report identifying the discrepancies and efforts made with the contracted company.

ADJUSTING JOURNAL ENTRY

ACCOUNT DESCRIPTION	ACCOUNT NUMBERS			AMOUNT		(IF USING MULTIPLE DATES)	DOCUMENT NUMBER	Explanation 2 <small>(Press F2 to access this field)</small>
	BUSINESS UNIT LINE ITEM	SUB LDGR TYPE	Fixed Asset No.	DEBIT	CREDIT			
Cash In Bank	2224.101501			49,102.35				Balance in Bank
Bank Charges	2224.101501				1,633.99			53,356.75
Returned Item	2224.101501				50.00			49,102.35
Refunds	2224.101501				719.81			-25,686.44
PSC	2224.101501				6,742.65			-76,772.66
Unicom	2224.101501				707.79			
City of Santa Fe	2224.101501				15,832.20			
Bank Charges	2225.561700			1,633.99				
Credit Card Fees	2225.561700			0.00				
PSC	2225.510300			6,742.65				
Unicom	2225.510300			707.79				
City of Santa Fe	21224.431600			15,832.20				
Returned Item	2224.101501			0.00				
Refunds	2224.108400			719.81				
Escrow - Credit	2224.213275				2,875.00			Balance in Escrow
Escrow - Transfer Hearing	2224.213275				370.00			28,966.07
Escrow - Payments	2224.213275			1,675.00				2,875.00
Escrow - Refunds	2224.213275			410.00				370.00
Accounts Receivable	2224.108400			1,160.00				-1,675.00
Accounts Rec - Billings	2224.108400				69,505.00			-410.00
Accounts Rec - Appeals	2224.108400				960.00			30,125.07
Revenue	21224.431600				68,545.00			
Payments	2224.108400				49,052.35			
				147,488.79	147,488.79			

False Alarm Reduction Program Activity - March, 2015

Prepared By: Laura A. Vigil - PD *Laura A. Vigil* DATE: 4/20/15 BATCH NO: _____
 Approved By: _____ DATE: _____ DOC NO: _____
 Posted By: _____ DATE: _____ GIL DATE: 3/31/15
 Page 1 of 1

Santa Fe
Monthly Reconciliation
4/7/2015

For the Month of: Mar-15
Prepared by: dcv
Bank: Wells Fargo

Gross Bank Deposits:	\$49,102.35	*	I JE 3-15
Less Deposit Correction:	\$50.00	✓	
Net Deposit:	\$49,052.35		

Enter Negative Amounts below:

Less Bank Service Charges:	-\$1,633.99	*	I JE 3-15
Less: Credit Card Charges	-\$110.77	*	
Less: PO Box Rental Paid by PSC FBO Alarm Program			
Less Funds in Escrow (Credit):	-\$2,875.00		
Less Funds Transferred to Escrow from Hearings:	-\$370.00		
Plus Payments from Escrow:	\$1,675.00		
Less Collection Fees:	\$0.00		
Net Deposit:	\$45,737.59	A	Calculated

68% Due to Santa Fe:	\$31,101.56	A	Calculated
32% Due to PSC/UNICOM Govt Inc:	A \$14,636.03		Calculated
90.5% of Team Amount due to PSC:	\$13,245.61	}	
9.5% of Team Amount due to UNICOM Govt Inc:	\$1,390.42		

TOTAL DUE SANTA FE	\$31,101.56	31,101.56
TOTAL DUE PSC	\$13,245.61	13,245.61
TOTAL DUE UNICOM Govt Inc.	\$1,390.42	1,390.42
	<u>\$45,737.59</u>	<u>\$45,737.59</u>

Beginning	28,965.07	} JE 3-15
Esc Cred	2,875.00	
Esc Hr	370.00	
Paymt fr	-1,675.00	
Refunds	-410.00	
Ending	30,125.07	

ENTER INFORMATION IN GRAY BLOCKS ONLY
GREEN AREA is AUTO-POPULATED

Analyzed Business Checking

Account number: 3013219005 ■ March 1, 2015 - March 31, 2015 ■ Page 1 of 4



PUBLIC SAFETY CORPORATION
 SANTA FE ALARM REDUCTION PROGRAM
 103 PAUL MELLON CT STE A
 WALDORF MD 20602-3743

Questions?

Available by phone 24 hours a day, 7 days a week:
1-800-CALL-WELLS (1-800-223-5935)

Online: wellsfargo.com

Write: Wells Fargo Bank, N.A. (585)
 NEW Mexico Specialty Markets
 200 Lomas Blvd NW
 Albuquerque, NM 87102

Account summary

Analyzed Business Checking

JE 3-15

Account number	Beginning balance	Total credits	Total debits	Ending balance
3013219005	\$53,356.75	\$49,102.35	-\$25,686.44	\$76,772.66

Credits

Deposits

Effective date	Posted date	Amount	Transaction detail
	03/02	175.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/02	760.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/02	775.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/02	1,275.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/03	1,100.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/04	35.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/05	1,260.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/06	750.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/06	800.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/09	600.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/09	825.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/09	1,260.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/10	150.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/10	760.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/10	1,130.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/10	1,185.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/10	1,460.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/11	520.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/12	1,122.35	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/12	1,975.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/13	350.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/13	875.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/13	1,390.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1



Deposits (continued)

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	03/16	850.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/16	950.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/16	1,100.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/16	1,242.50	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/16	2,060.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/17	225.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/18	525.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/19	460.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/19	822.50	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/19	1,135.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/20	755.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/20	810.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/23	900.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/23	1,020.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/23	1,160.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/23	1,650.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/24	885.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/25	25.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/26	525.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/26	925.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/27	125.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/27	750.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/30	860.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/30	1,150.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/30	1,600.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/30	1,600.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
	03/31	225.00	Wholesale Lockbox Deposit Denver Box 912695 Deposit 1
		\$44,867.35	Total deposits

Electronic deposits/bank credits

<i>Effective date</i>	<i>Posted date</i>	<i>Amount</i>	<i>Transaction detail</i>
	03/02	25.00	Link2Gov Corp Nid0052918 Aot Santa Fe NM /Bid*0007319621
	03/03	75.00	Link2Gov Corp Nid0052921 Aot Santa Fe NM /Bid*0007321400
	03/04	470.00	Link2Gov Corp Nid0052924 Aot Santa Fe NM /Bid*0007325922
	03/05	160.00	Link2Gov Corp Nid0052927 Aot Santa Fe NM /Bid*0007327758
	03/06	375.00	Link2Gov Corp Nid0052930 Aot Santa Fe NM /Bid*0007329589
	03/09	110.00	Link2Gov Corp Nid0052933 Aot Santa Fe NM /Bid*0007331341
	03/10	125.00	Link2Gov Corp Nid0052936 Aot Santa Fe NM /Bid*0007332876
	03/11	470.00	Link2Gov Corp Nid0052939 Aot Santa Fe NM /Bid*0007336031
	03/12	85.00	Link2Gov Corp Nid0052942 Aot Santa Fe NM /Bid*0007337783
	03/13	50.00	Link2Gov Corp Nid0052945 Aot Santa Fe NM /Bid*0007339479
	03/16	75.00	Link2Gov Corp Nid0052948 Aot Santa Fe NM /Bid*0007341226
	03/17	25.00	Link2Gov Corp Nid0052951 Aot Santa Fe NM /Bid*0007343008
	03/18	370.00	Link2Gov Corp Nid0052954 Aot Santa Fe NM /Bid*0007346399
	03/19	385.00	Link2Gov Corp Nid0052957 Aot Santa Fe NM /Bid*0007348161
	03/20	220.00	Link2Gov Corp Nid0052960 Aot Santa Fe NM /Bid*0007349940



Electronic deposits/bank credits (continued)

Effective date	Posted date	Amount	Transaction detail
	03/23	310.00	Link2Gov Corp Nid0052963 Aot Santa Fe NM /Bid*0007351687
	03/24	85.00	Link2Gov Corp Nid0052966 Aot Santa Fe NM /Bid*0007353451
	03/25	345.00	Link2Gov Corp Nid0052969 Aot Santa Fe NM /Bid*0007356708
	03/26	350.00	Link2Gov Corp Nid0052972 Aot Santa Fe NM /Bid*0007358472
	03/27	100.00	Link2Gov Corp Nid0052975 Aot Santa Fe NM /Bid*0007360280
	03/31	25.00	Link2Gov Corp Nid0052981 Aot Santa Fe NM /Bid*0007363787
		\$4,235.00	Total electronic deposits/bank credits
		\$49,102.35	Total credits

Debits

Electronic debits/bank debits

Effective date	Posted date	Amount	Transaction detail
	03/11*	1,633.99	Client Analysis Srvc Chrg 150310 Svc Chge 0215 000003013219005
	03/19	25.00 ✓	Return Item Charge - Paper AZ 150319
	03/20	23,282.64	ACH Prep Origintn - Public Safety CO - File 7777788888 Coid 1522188829
	03/26	25.00 ✓	Return Item Charge - Paper AZ 150326
		\$24,966.63	Total electronic debits/bank debits

Checks paid

Number	Amount	Date	Number	Amount	Date	Number	Amount	Date
1351	150.00	03/03	1360*	209.04	03/13	1365*	110.77	03/27
1353*	25.00	03/04	1361	75.00	03/30	1366	150.00	03/31
		\$719.81	Total checks paid					
		\$25,686.44	Total debits					

* Gap in check sequence.

JE 3-15

Daily ledger balance summary

Date	Balance	Date	Balance	Date	Balance
02/28	53,356.75	03/11	68,177.76	03/23	67,558.43
03/02	56,366.75	03/12	71,360.11	03/24	68,528.43
03/03	57,391.75	03/13	73,816.07	03/25	68,898.43
03/04	57,871.75	03/16	80,093.57	03/26	70,673.43
03/05	59,291.75	03/17	80,343.57	03/27	71,537.66
03/06	61,216.75	03/18	81,238.57	03/30	76,672.66
03/09	64,011.75	03/19	84,016.07	03/31	76,772.66
03/10	68,821.75	03/20	62,518.43		
Average daily ledger balance		\$68,345.57			

Santa Fe
Monthly Reconciliation
3/4/2015

For the Month of: Feb-15
Prepared by: dcv
Bank: Wells Fargo

Gross Bank Deposits: \$25,890.00
Less Deposit Correction: \$0.00
Net Deposit: \$25,890.00

Enter Negative Amounts below:

Less Bank Service Charges: \$1,753.37 ✓
Less: Credit Card Charges \$209.07 ✓
Less: PO Box Rental Paid by PSC FBO Alarm Program
Less Funds in Escrow (Credit): \$1,895.00 ✓
Less Funds Transferred to Escrow from Hearings: \$250.00 ✓
Plus Payments from Escrow: \$1,500.00 ✓
Less Collection Fees: \$0.00
Net Deposit: \$23,282.64

Calculated

68% Due to Santa Fe: \$15,832.20 ✓ Calculated
32% Due to PSC/UNICOM Govt Inc: \$7,450.44 ✓ Calculated
90.5% of Team Amount due to PSC: \$6,742.65 ✓
9.5% of Team Amount due to UNICOM Govt Inc: \$707.79 ✓

JE
3-15

TOTAL DUE SANTA FE	\$15,832.20	15,832.20
TOTAL DUE PSC	\$6,742.65	6,742.65
TOTAL DUE UNICOM Govt Inc.	\$707.79	707.79
	\$23,282.64	\$23,282.64

Beginning 28,945.07
Esc Cred 1,895.00 ✓
Esc Hr 250.00 ✓
Paymt fr JE 2-15 -1,500.00 ✓
Refunds -625.00
Ending 28,965.07

ENTER INFORMATION IN GRAY BLOCKS ONLY
GREEN AREA is AUTO-POPULATED



IMPORTANT ACCOUNT INFORMATION

The following information is provided to help clarify an existing fee waiver associated with Overdraft fees. The benefit has not changed. At the end of our nightly processing, if both your ending daily account balance and your available balance are overdrawn by \$5 or less, any overdraft fee(s) will be waived. This fee waiver is associated with your total overdrawn balance, not the dollar size of the transaction(s) contributing to the overdrawn balance.

NOTICE: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery PO Box 5058 Portland, OR. 97208-5058. You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

Workload Snapshot

Action Date From: 3/1/2015
Action Date Thru: 3/31/2015
Agency: SantaFe
Locations: ALL Locations

Action Taken	Current 3/1/2015 3/31/2015	Previous 3/1/2014 3/31/2014	Totals To Date
Total Residential Registrations Entered	85	55	11166
Total Non-Residential Registrations Entered	37	19	4043
Total Alarm Companies Entered	2	1	81
Total False Alarms Processed	376	44	24124
Total False Alarms Charged	147	17	8588
Total False Alarms Charges	\$26,600.00	\$3,750.00	\$1,421,450.00
Total Ignored Alarms Processed	80	8	6499
Total Valid Alarms Processed	0	0	2

Dispatch Rate:		25.66 %
Accounts (All) before 3/31/2015:		15197
Countable Alarms between 4/1/2014 - 3/31/2015:		3899

Total Actions Performed	3891	1911	215249
Total Correspondence Prepared	3434	1642	188865

Total Hearings Held	127	40	8248
---------------------	-----	----	------

Gross Billing	\$69,505.00	\$38,600.00	\$3,379,725.00
Total Appealed	\$3,820.00	\$2,135.00	\$532,101.88
Total Refunded	\$410.00	\$100.00	\$30,903.05
Total Collected	\$49,102.35	\$12,413.09	\$1,482,291.52
Defined as Payments and Escrow Credit			
Total Adjustments to Collections	\$50.00	\$0.00	\$12,296.68
Defined as Void Payments and Returned Ck			
Net Collections	\$49,052.35	\$12,413.09	\$1,469,994.84
Defined as 'Total Collected' - 'Total Adjustments to Collections'			

JEB 15

Collections Breakdown by Group *

Account-related Collections: (62.25 %) (58.61 %) (53.75 %)	\$30,565.00	\$7,275.00	\$796,683.64
Alarm call-related Collections: (30.54 %) (27.39 %) (36.93 %)	\$14,997.35	\$3,400.00	\$547,443.60
Other Collections: (7.21 %) (14.00 %) (9.32 %)	\$3,540.00	\$1,738.09	\$138,164.28

Detail of Other Collections

2014 November Late Submission (19)	\$190.00
30 Day Late Registration (42)	\$420.00
N/A (Escrow Credit) (61)	\$2,900.00
Sep Late Submission Excel (3)	\$30.00
Sub-total	\$3,540.00

* All Collections limited to 'Payment' and 'Escrow Credit'
 Account-related: Payments for Invoices where letterUse = 'AR Status' or 'AC Status'
 Alarm call-related: Payments for Invoices where IncidentDate is valid
 Other-related: All other Payments

Workload Snapshot

Action Date From: 3/1/2015
 Action Date Thru: 3/31/2015
 Agency: SantaFe

Current Period: 3/1/2015 - 3/31/2015

Total fees charged for date range of invoices involved	\$69,505.00	
Successful appeals to date of invoices charged	\$960.00	
Net fees charged for date range of invoices involved	\$68,545.00	
Total Payments received to date for date range of invoices charged	\$11,100.00	
Total Hearing Adjustment to date for date range of invoices charged	\$35.00	
Net payments for date range of invoices charged	\$11,065.00	
Outstanding invoices to date for date range charged	\$57,480.00	
Collections rate to date for date range of invoices charged		16.14 %
Delinquency rate to date of invoices charged		83.86 %
Appeal rate to date of invoices charged		1.38 %

JE 3-15

Previous Period: 3/1/2014- 3/31/2014

Total fees charged for date range of invoices involved	\$38,600.00	
Successful appeals to date of invoices charged	\$2,695.00	
Net fees charged for date range of invoices involved	\$35,905.00	
Total Payments received to date for date range of invoices charged	\$30,315.00	
Total Refunds given to date for date range of invoices charged	\$25.00	
Net payments for date range of invoices charged	\$30,290.00	
Outstanding invoices to date for date range charged	\$5,615.00	
Collections rate to date for date range of invoices charged		84.36 %
Delinquency rate to date of invoices charged		15.64 %
Appeal rate to date of invoices charged		6.98 %

Totals to Date

Total fees charged for date range of invoices involved	\$3,379,725.00	
Successful appeals to date of invoices charged	\$527,276.88	
Net fees charged for date range of invoices involved	\$2,852,498.12	
Total Payments received to date for date range of invoices charged	\$1,441,337.34	
Total Refunds given to date for date range of invoices charged	\$32,296.87	
Net payments for date range of invoices charged	\$1,409,040.47	
Outstanding invoices to date for date range charged	\$1,443,457.65	
Collections rate to date for date range of invoices charged		49.40 %
Delinquency rate to date of invoices charged		50.60 %
Appeal rate to date of invoices charged		15.60 %

ATTACHMENT "D"

Updated "Alarm Company Records Form, Registration Form," and NEW "Alarm Installer Background Verification Form."



Registration Form

City of Santa Fe False Alarm Reduction Program PO Box 912695 Denver, CO 80291-2695

Account #

Alarmed Location:

Name		eMail	
Address			Apt/Suite
City	State	Zip	
Phone 1	Phone 2		

Responsible Party:

Name		eMail	
Address			Apt/Suite
City	State	Zip	
Phone 1	Phone 2	Phone 3	Phone 4

Emergency Contact Names:

1 Type:

Name		eMail	
Phone 1	Phone 2	Phone 3	Phone 4

2 Type:

Name		eMail	
Phone 1	Phone 2	Phone 3	Phone 4

Monitored By

Name	Phone
------	-------

Monitoring Service City of Santa Fe Business License Number

Sold By

Name	Phone
------	-------

Alarm Installer(s) City of Santa Fe Business License Number

I do here by solemnly swear that the above listed information is correct to the best of my knowledge. I have received the required information from my alarm installation company.

Signature

Date Signed



Alarm Company Records Form

City of Santa Fe False Alarm Reduction Program PO Box 912695 Denver, CO 80291-2695

Account #

Alarm Company Information

Name

Address Apt/Suite

City State Zip

Phone 1 Phone 2 eMail (Required)

Monitoring Service City of Santa Fe Business License Number Alarm Installer(s) City of Santa Fe Business License Number

Responsible Party

Name

Address Apt/Suite

City State Zip

Phone 1 Phone 2 Phone 3 Phone 4

Contact Names

Contact 1

Name

Phone 1 Phone 2 Phone 3 Phone 4

Contact 2

Name

Phone 1 Phone 2 Phone 3 Phone 4

Said alarm monitoring company has established procedures for accepting cancellations of alarms and conveying cancellations of alarms, and can be provided upon request.

I do here by solemnly swear that the above listed information is correct to the best of my knowledge.

Signature Date Signed



Alarm Installer Background Verification Form

Alarm Company:

Date:

Owner Name:

Installers Name:

Hire Date:

Passed Background Check: YES/NO

Agency conducted background: (Circle One)

Santa Fe Police Department/NMSP/Other

Photo I.D. provided:

Installers Name:

Hire Date:

Passed Background Check: YES/NO

Agency conducted background: (Circle One)

Santa Fe Police Department/NMSP/Other

Photo I.D. provided:

Installers Name:

Hire Date:

Passed Background Check: YES/NO

Agency conducted background: (Circle One)

Santa Fe Police Department/NMSP/Other

Photo I.D. provided:

Installers Name:

Hire Date:

Passed Background Check: YES/NO

Agency conducted background: (Circle One)

Santa Fe Police Department/NMSP/Other

Photo I.D. provided:

Installers Name:

Hire Date:

Passed Background Check: YES/NO

Agency conducted background: (Circle One)

Santa Fe Police Department/NMSP/Other

Photo I.D. provided:

"Attach additional forms if needed. Upon new hires you are required to update your list."

City of Santa Fe, New Mexico

memo

DATE: May 4, 2015

TO: City Council
Finance Committee
Public Safety Committee

VIA: _____
Brian Snyder, City of Santa Fe Manager

Robert Rodarte, City of Santa Fe Purchasing Director

FROM: 
Eric F. Garcia, City of Santa Fe Police Chief

RE: Approval to purchase 90 Body Cameras from Digital Ally and BAR authorizing the movement of funds to appropriate line item.

Background and Summary:

The Santa Fe Police Department has been testing and evaluating multiple body cameras over the last several months. The testing and evaluation phase has come to an end and the department has decided to purchase body cameras from Digital Ally; which, is the same company the department uses for video cameras in the vehicles/units. The reasoning behind the decision to purchase from this vendor is based on quality of the product, current technological infrastructure (already setup for Digital Ally), and uniformity/compatibility.

Items Requested:

The police department is respectfully asking to purchase 90 FirstVu HD Body Cameras and 2 FirstVu Charging/Downloading Docks. These body cameras will be used to outfit the patrol division of the Santa Fe Police Department.

These Body Cameras are compatible with our current in-car camera systems. In other words, these two systems will be able to communicate with each other and/or record an event simultaneously. The 2 FirstVu Charging/Downloading Docks will be placed at the police station in a central and accessible location. They will be used to download the data from the officer's body camera to our data storage server. By purchasing 2 FirstVu Charging/Downloading Docks, it will allow multiple officers' to download their body cameras all at

once. The officer will download their data either before or after their shift, depending on its current memory status or level.

This purchase will be made in conjunction with the vehicle memo drafted by Mr. Robert Rodarte on September 20, 2014 and approved by City Council on October 8, 2014. On page number two the memo states, "The Police Department is also requesting approval to use these price agreements for additional parts and equipment if needed until the end of year 6/30/2015." Therefore, the approved memo will allow purchase of the body cameras from Digital ally; however, since the purchase is over \$50,000 we are bringing this request back through committees. (Refer to attached memo)

Storage:

A factor influencing police department's decision to purchase or not body cameras has been a concern with storage of the video. By selecting Digital Ally, as the vendor, the police department minimizes the cost of storage by using the same server and storage used for the in-car cameras. The only foreseeable added cost comes in the potential need to purchase additional terabytes of storage to store video for a period of three years. Although, today's affordability of these items makes it a minimal expense in comparison to cloud base storage, which comes with added concerns of transferring all the data once the subscription with the company is canceled or not renewed. Therefore, we are addressing the need for in house storage today; instead, of having to deal with it in the future.

Policy:

The police department is currently in the final stages of completing a policy to guide the department in the use of the body cameras. The added language, related to body cameras, is being added to the existing in-car camera policy.

Inspection of Public Records Act (IPRA):

A growing concern related to body cameras is the encroachment into citizen's personal lives during sensitive of critical times. The department takes the privacy of citizens seriously and has the same concerns when it comes to incidents documented by body cameras, to name a few, like:

- Domestic,
- Child Abuse; or
- Medical calls.

Given the concerns, the police department is and will continue to ask for guidance from the City Attorney's Office as these IPRA requests are submitted. Together, we will safeguard the privacy of our constituents within the allowable parameters of the law.

Proactive Approach:

Chief Garcia has given clear direction that the proactive approach will provide transparency for the constituents of Santa Fe and that our police department is taking the topic of body worn cameras seriously. We have identified funding within the department's budget and do not need to wait for federal financial

assistance, which may take several months before it is available. We recognize that the use of body cameras will help reduce citizen complaints, and allow for review of data in events related to response to resistance incidents between officers and citizens.

Funding Information:

The police department will be using two different business units for this purchase; the first is the Edward Byrne Grant (22227.572400) in the amount of \$29,156 and the Police Property Tax Fund (22252.5724000) in the amount of \$41,729

Vendor Information:

Digital-Ally
9705 Loiret Blvd.
Lenexa, KS. 66219

Requested Action:

Please approve the attached BAR and purchase of 90-Body Cameras in reference to Quote: QUO-10307-S6C0N5 from Digital-Ally in the amount of \$70,885.00. The quote from Digital-Ally is attached to this memorandum.

EFG/mgs

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE		
Police / Property Tax				05/01/2015		
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
Inventory Exempt	22252.572400			50,000		
Equipment and Machinery	22252.570500				50,000	
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				TOTAL	\$ 50,000	\$ 50,000

To cover the cost of the purchase of 90 Body Cameras

<p> Nancy L. Jimenez 05/01/15 Prepared/By Date</p>	<p style="text-align: center;">CITY COUNCIL APPROVAL</p> <p style="text-align: center;">City Council Approval Required <input type="checkbox"/></p>	
<p> Division Director 5-11-15 Date</p>	<p>City Council Approval Date <input style="width: 100px; height: 20px;" type="text"/></p>	<p>Budget Officer Date</p>
<p> Department Director 5-11-15 Date</p>	<p>Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/></p>	<p>Finance Director Date</p> <p>City Manager Date</p>

City of Santa Fe, New Mexico

memo

cc Approved by City Council on 10/08/14.

DATE: September 20, 2014
TO: Finance Committee
FROM: Robert Rodarte, Officer Purchasing Division *RR*
VIA: Teresita Garcia, Assistant Director Finance Department *TG*

SUMMARY: Purchase of 20 replacement Police Vehicles and Supporting Equipment:
Vendors: CES/Don Chalmers Ford, MHQ of New Mexico, CDWG Government, CMS Communications, Motorola Solutions, Digital Ally, MPH Industries, Jackson Creek Manufacturing.
Procurement Method: Various State and Cooperative Price Agreements:

The City of Santa Fe Police Department has requested the procurement of 20 replacement police vehicles along with complete outfitting equipment and accessories from the listed State and Cooperative Price Agreements, in the total amount of \$853,922.92. The vehicles will be ordered according to the requirements set forth by the governing body on December 12, 2012. The City's Radio Shop will be responsible for the installation of all related equipment. The consolidated breakdown per vendor is provided below. The itemized breakdown of equipment per vendor is provided in the supporting documentation.

Vendor: CES/Don Chalmers: Cooperative Contract #2012-003-055-006-DCH		
2014 Ford Mustang GT	Quantity 1 @ \$27,566.00	1 27,566.00
2015 Ford Police Explorer Marked	Quantity 6 @ \$28,268.00	169,608.00
2015 Ford Police Explorer Unmarked	Quantity 4 @ \$28,178.00	112,712.00
2015 Ford Taurus Sedan Marked	Quantity 5 @ \$25,358.00	126,790.00
2015 Ford Taurus Sedan Unmarked	Quantity 3 @ \$25,341.00	76,023.00
2015 Ford F250 4x4 Chassis AC	Quantity 1 @ 26,107.00	26,107.00
	Total:	\$ 538,806.00

Itemized breakdowns per vendor are attached:

Vendor: MHQ of New Mexico: SPA:
Consolidated Amount: Total: \$ 133,238.09

Vendor: CDWG Government: RFP #130733
Printers and Docking Stations Total: \$ 14,985.14

Vendor: CMS Communications: GSA: GS-35F-0295N:
Scanners Total: \$ 5,700.00

Vendor: Motorola Solutions: WSCA Contract: 20-000-000-0039AJ
Radios and Accessories: Total: \$ 47,667.94

Vendor: Digital Ally LLC: WSCA-NASPO: W42-2011:
Video Cameras/Assembly: Total: \$ 79,563.75

Vendor: MPH Industries: WSCA Contract: W42-2011
Radar Package Total: \$22,788.00

Vendor Jackson Creek Manufacturing: Quote
Animal Control Body \$ 11,174.00
Total: \$853,922.92

Funding for this procurement has been identified by the Police Departments Budget Officer and appears on the attached memo.

The attached information provided by the Police Department identifies the vehicles to be purchased. The Police Department is also requesting approval to use these price agreements for additional parts and equipment if needed until the end of year 5/30/2015.

By City policy, the City can use State or Federal Price Agreements without having to bid the items on its own. By City Policy, procurement from State Price Agreements over \$50,000, require City Council approval (City Purchasing Manual Section 11.1).

ACTION REQUESTED:

It is requested that this procurement award to the aforementioned vendors from the identified State and Cooperative Price Agreements, in the total amount of \$853,922.92, be reviewed, approved and submitted to the City Council for consideration.



Quote	QUO-10307-S6C0N5
Date	5/4/2015
Page	1

9705 Loiret Blvd.
 Lenexa, KS 66219
 1-800-440-4947 www.digitalallyinc.com

Customer:

Santa Fe Police Department Eduardo Catanach 301 Montezuma Ave Santa Fe, NM 87501

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid
SANNM3		FEDERAL EXPRESS		Gregg Whipple	90 Days

Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
90	001-00212-11	FirstVu HD System (Chest Camera 11")	\$795.00	\$75.00	\$6,750.00	\$64,800.00
2	050-10136-00	Assy, 1st Vu HD Charging Dock	\$2995.00	\$300.00	\$600.00	\$5,390.00

Notes:

Total Discount	\$7,350.00
Subtotal	\$70,190.00
Misc	
Tax	\$0.00
Freight	\$695.00
Total	\$70,885.00

Thank you for your interest in Digital Ally products. If you would like to place an order, please contact the Digital Ally Sales Team at 1-800-440-4947.

TERMS OF SALE

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("Digital Ally") will be governed by the following terms of sale ("Terms"). You will be referred to throughout these Terms as "you".

1. **Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "Order") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

2. **Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then



Quote	QUO-10307-S6C0N5
Date	5/4/2015
Page	2

permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.

3. Security Interest. Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as Digital Ally may reasonably request in order to protect Digital Ally's security interest in the goods, including the filing of financing statements that Digital Ally may deem necessary to perfect its security interest.

4. Taxes. In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5. Shipment. Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free on board) Digital Ally's manufacturing facility in Lenexa, KS.

6. Force Majeure. Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. Limitation of Liability. You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

8. Warranty; Limitations on Remedies. Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. Indemnity. You will defend Digital Ally, its managers, agents, employees, successors and assigns, (collectively, the "Indemnified Parties"), and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. Risk of Loss. Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11. Acceptance; Claims for Shortage or Error. Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally



Quote	QUO-10307-S6C0N5
Date	5/4/2015
Page	3

will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim for delivery damage. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt of goods.

12. Compliance with Laws. You will comply with all laws and regulations applicable to you, including those dealing with the purchase and distribution of the products purchased under these Terms ("Products"). You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under these Terms to any party, if such a sale would constitute a violation of any laws or regulations of the United States. In conformity with the FCPA, you represent and warrant that neither you, nor any of your directors or any of your members, managers, officers, employees, or agents is an official agent, or employee of any foreign government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. Governing Law; Jurisdiction and Venue. This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. Prevailing Party's Attorneys' Fees. In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. Cancelled Orders and/or Returns. All cancelled orders and/or product returns may be subject to a 20% restocking fee.

VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

Standalone Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)
- DVD+/- RW Drive



Quote	QUO-10307-S6C0N5
Date	5/4/2015
Page	4

- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader

Recommended Specifications

- Intel® i-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

Server Software (with or without wireless software)

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

Client/Viewer Software

Minimum Requirements

- Intel® i-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

Recommended Specifications

- Intel® i-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD +/- RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

Wireless Requirements and Recommendations

Minimum Requirements



Quote	QUO-10307-S6C0N5
Date	5/4/2015
Page	5

- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point
- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

Recommended Model Access Points

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor

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: May 12, 2015

Re: Municipal Court Monthly Report: April 2015

Enclosed please find April 2015, monthly report.

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

We have included community service information as requested.

**MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR
APRIL, 2015**

1. NUMBERS OF CASES FILED FOR MONTH		TOTALS
Traffic Violations		784
Traffic Citations (court appearance)	679	
Penalty Assessments (court only collects money)	105	
* Cell phone violation 12-6-12.18(6) (included in both court appearance & penalty assessments)	16	
Criminal Cases		152
DUIs	11	
Shoplifting	38	
Petty Misdemeanors	92	
Revoked	11	
Code Enforcement		0
Animal Control		36
2. ARRAIGNMENTS (many arraignments result in pleas)		
Traffic Arraignments		585
Criminal arraignments		190
DUIs	10	
Shoplifting	53	
Petty Misdemeanors	111	
Revoked	16	
Parking		68
Animal		25
Code Enforcement		1
3. TRIALS		14
1) with attorney(s)	7	
2) with police officers	7	
1) Animal	3	
2) Traffic	7	
3) Misdemeanor/shoplifting		
4) Parking		
5) DUI	4	
6) Revoked		
4. BENCH WARRANTS ISSUED		189
5. HOMELESS COURT		27
6. COMMUNITY SERVICE – TOTAL		781
1) Community service hours – penalties	410 Hours	
2) Community service hours – in lieu of fines	371 Hours	

MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT

April 2015

Animal Control	11001.451200	\$950.00
Court Fines	11001.450200	\$33,451.00
Parking	51150.450610	\$6,210.00
Traffic Violations	11001.450900	\$556.00
	TOTAL FINES:	\$41,167.00

Automation Fee (AOC)	21202.432100	\$ 3,459.00
Bench Warrants (City)	21224.432150	\$ 1,963.00
Calming Fees (City)	31775.450850	\$ 6,046.00
Copies/Misc. (City)	11001.471400	\$ 37.00
Corrections Fees (City) - PD	21201.432300	\$ 11,164.59
Corrections Fees (City) - Muni. Court	21225.432300	\$ 5,582.41
Court Admin. Fee (City)	21225.432310	\$ 5,701.00
DWI Lab Fees (AOC)	21202.432200	\$ 661.00
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	\$ 1,654.00
Home Detention (City) (Old line item 21225.43213)	21201.432130	\$ 1,680.00
In House Automation (City)	21130.432100	\$ 1,159.00
Judicial Education Fees (JEC)	21202.431800	\$ 1,710.00
Police Safety Fees (City)	21224.432120	\$ 2,813.00
Prevention Fees (AOC)	21202.450400	\$ 560.00
Substance Abuse Fee (AOC)	21202.432350	\$ -
	TOTAL FEES:	\$ 44,190.00

TOTAL FINES AND FEES:	\$85,357.00
City: Money remains with the City of Santa Fe:	\$81,898.00
AOC: Money is submitted to the State of NM, Admin. Office of the Courts:	\$4,680.00
JEC: Money is submitted to the NM Judicial Education Center:	\$1,710.00

City AOC JEC

\$950.00		
\$33,451.00		
\$6,210.00		
\$556.00		
	\$ 3,459.00	
\$ 1,963.00		
\$ 6,046.00		
\$ 37.00		
\$ 11,164.59		
\$ 5,582.41		
\$ 5,701.00		
\$ 661.00	\$ 661.00	
\$ 1,654.00		\$ -
\$ 1,680.00		
\$ 1,159.00		
\$ 1,710.00		\$ 1,710.00
\$ 2,813.00		
\$ 560.00	\$ 560.00	
\$ -	\$ -	
\$81,898.00	\$4,680.00	\$1,710.00

\$88,288.00

**MUNICIPAL COURT MONTHLY STATISTICS REPORT FOR
MARCH, 2015**

1. NUMBERS OF CASES FILED FOR MONTH		TOTALS
Traffic Violations		1030
Traffic Citations (court appearance)	901	
Penalty Assessments (court only collects money)	129	
* Cell phone violation 12-6-12.18(6) (included in both court appearance & penalty assessments)	16	
Criminal Cases		142
DUIs	15	
Shoplifting	29	
Petty Misdemeanors	80	
Revoked	18	
Code Enforcement		1
Animal Control		18
2. ARRAIGNMENTS		605
(many arraignments result in pleas)		161
Traffic Arraignments	13	
Criminal arraignments	43	
DUIs	84	
Shoplifting	21	
Petty Misdemeanors		
Revoked		
Parking		79
Animal		14
Code Enforcement		0
3. TRIALS		14
1) with attorney(s)	7	
2) with police officers	7	
1) Animal	1	
2) Traffic	8	
3) Misdemeanor/shoplifting		
4) Parking		
5) DUI	5	
6) Revoked		
4. BENCH WARRANTS ISSUED		173
5. HOMELESS COURT		21
6. COMMUNITY SERVICE – TOTAL		607
1) Community service hours – penalties	Hours	285
2) Community service hours – in lieu of fines	Hours	322

**MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT
March 2015**

Animal Control	11001.451200	\$510.00
Court Fines	11001.450200	\$36,780.00
Parking	51150.450610	\$5,722.00
Traffic Violations	11001.450900	\$417.00
	TOTAL FINES:	\$43,429.00

Automation Fee (AOC)	21202.432100	\$ 4,146.00
Bench Warrants (City)	21224.432150	\$ 2,647.00
Calming Fees (City)	31775.450850	\$ 8,769.00
Copies/Misc. (City)	11001.471400	\$ 19.00
Corrections Fees (City) - PD	21201.432300	\$ 13,336.58
Corrections Fees (City) - Muni. Court	21225.432300	\$ 6,668.42
Court Admin. Fee (City)	21225.432310	\$ 6,828.00
DWI Lab Fees (AOC)	21202.432200	\$ 750.38
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	\$ 1,710.00
Home Detention (City) (Old line item 21225.43213)	21201.432130	\$ 200.00
In House Automation (City)	21130.432100	\$ 1,384.00
Judicial Education Fees (JEC)	21202.431800	\$ 2,014.00
Police Safety Fees (City)	21224.432120	\$ 3,240.00
Prevention Fees (AOC)	21202.450400	\$ 692.00
Substance Abuse Fee (AOC)	21202.432350	\$ -
	TOTAL FEES:	\$ 52,404.38

TOTAL FINES AND FEES: \$95,833.38
City: Money remains with the City of Santa Fe: \$91,687.38
AOC: Money is submitted to the State of NM, Admin. Office of the Courts: \$5,588.38
JEC: Money is submitted to the NM Judicial Education Center: \$2,014.00



SANTA FE POLICE DEPARTMENT PROPERTY CRIMES COMPARISONS 2012 - 2013 - 2014 - 2015



Jan - Apr

Year	2012	2013	%chng	2013	2014	%chng	2014	2015	%chng
Burglary (Residential)	800	625	-22%	625	501	-20%	160	130	-19%
Burglary (Commercial)	185	222	20%	222	195	-12%	103	44	-57%
Burglary (Auto)	807	642	-20%	642	391	-39%	109	175	61%
Attempted Burglary	129	80	-38%	80	67	-16%	27	14	-48%
Unlawful Entry	12	20	67%	20	18	-10%	7	6	-14%
Total	1933	1589	-18%	1589	1172	-26%	406	369	-9%

2012	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Burglary (Residential)	86	52	77	71	124	83	69	74	33	40	43	48	800
Burglary (Commercial)	10	6	16	20	16	18	14	13	16	24	13	19	185
Burglary (Auto)	57	67	69	69	68	59	37	47	57	72	121	84	807
Attempted Burglary	12	5	15	6	19	15	6	13	5	9	11	13	129
Unlawful Entry	1	1	2	2	1	0	1	1	0	0	3	0	12
Total	166	131	179	168	228	175	127	148	111	145	191	164	1933

2013	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Burglary (Residential)	66	52	32	39	69	42	54	37	45	93	55	41	625
Burglary (Commercial)	13	20	16	8	22	18	24	15	19	24	17	26	222
Burglary (Auto)	63	60	62	35	51	57	51	54	68	57	42	42	642
Attempted Burglary	9	12	4	2	7	7	9	8	4	5	5	8	80
Unlawful Entry	1	2	0	2	5	1	1	1	2	2	3	0	20
Total	152	146	114	86	154	125	139	115	138	181	122	117	1589

2014	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Burglary (Residential)	42	37	32	49	48	52	33	55	31	46	35	41	501
Burglary (Commercial)	20	11	43	29	15	13	14	13	16	12	3	6	195
Burglary (Auto)	22	28	31	28	45	43	30	37	31	28	31	37	391
Attempted Burglary	6	6	9	6	11	5	4	9	4	1	3	3	67
Unlawful Entry	2	2	2	1	0	3	0	1	5	0	1	1	18
Total	92	84	117	113	119	116	81	115	87	87	73	88	1172

2015	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	Total
Burglary (Residential)	40	29	24	37									130
Burglary (Commercial)	9	10	8	17									44
Burglary (Auto)	41	29	51	54									175
Attempted Burglary	3	4	3	4									14
Unlawful Entry	2	1	1	2									6
Total	95	73	87	114	0	369							

Same time period:

April	2013	2014	%chng	2014	2015	%chng
Burglary (Residential)	39	49	26%	49	37	-24%
Burglary (Commercial)	8	29	263%	29	17	-41%
Burglary (Auto)	35	28	-20%	28	54	93%
Attempted Burglary	2	6	200%	6	4	-33%
Unlawful Entry	2	1	-50%	1	2	100%
Total	86	113	31%	113	114	1%

05/08/15

prepared by M. Gonzales, Crime Analyst