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PUBLIC SAFETY COMMITTEE
Tuesday, August 15, 2017, 4:00 PM
City Council Chambers
200 Lincoln Avenue, Santa Fe, NM 87501

1. Roll Call
2. Approval of Agenda
3. Approval of the May 16, 2017 and July 18, 2017 Minutes
4. New Business:
 - A. A RESOLUTION IN SUPPORT OF "EL GRITO", AN ANNUAL CELEBRATION OF MEXICAN INDEPENDENCE DAY ON SEPTEMBER 16, 2017; AND WAIVING ALL ASSOCIATED FEES. (Mayor Gonzales and Councilor Ives) (Jesse Guillen)
 - B. APPROVAL OF THE ACCEPTANCE OF NEW MEXICO URBAN SEARCH AND RESCUE (USAR) EQUIPMENT FOR SANTA FE FIRE DEPARTMENT AND SANTA FE POLICE DEPARTMENT. (David Siler, Emergency Management Director)
 - C. APPROVAL TO PURCHASE 30 PANASONIC TOUGHBOOKS CF-33 TABLETS. (Deputy Chief Andrew Padilla)
 - D. APPROVAL TO PURCHASE 26 REPLACEMENT POLICE VEHICLES (Deputy Chief Andrew Padilla)
5. Matters from Municipal Court Judge Virginia Vigil
6. Matters from Police Chief Patrick Gallagher
7. Matters from Fire Chief Erik Litzenberg
8. Matters from the Regional Emergency Communications Center Ken Martinez
9. Communications from the Floor
10. Matters from Committee Members
11. Adjournment

For information regarding the agenda, please call Jessica Pfeifer 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.

PUBLIC SAFETY COMMITTEE
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Approval of Minutes, APRIL 18, 2017	<i>Mr. Harris moved for approval of April 18, 2017 minutes as presented, second by Dr. Nancy Owen Lewis, motion carried.</i>	Page 2
<p>New Business: Action Items AN ORDINANCE RELATING TO THE SANTA FE TRAFFIC OPERATIONS PROGRAM; AMENDING SECTION 24-4 SFCC 1987 TO UPDATE SUBSECTIONS 24-4.2, FINDINGS AND INTENT; 24-4.3 DEFINITIONS; 24-4.4, VIOLATIONS AND 24-4.5, ENFORCEMENT</p> <p>A RESOLUTION DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) PERMITTED BY SECTION 24-4 SFCC 1987.</p> <p>REQUEST FOR APPROVAL OF A FOUR (4) YEAR PSA WITH SANTA FE ANIMAL SHELTER FOR SERVICES PROVIDED TO THE CITY OF SANTA FE ANIMAL SERVICES SECTION WITHIN THE POLICE DEPARTMENT.</p>	<p><i>Dr. Mier moved to approve the proposed Ordinance relating to the Santa Fe Traffic Operations Program; amending Section 24-4 SFCC 1987 to update subsections 24-4.2, findings and intent; 24-4.3 definitions; 24-4.4, violations and 24-4.5, enforcement, second by Mr. Mizrahi, motion carried by unanimous voice vote.</i></p> <p>Chair Rivera abstained from vote.</p> <p><i>Dr. Mier moved to approve Resolution directing the City Manager to restart the SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) permitted by Section 24-4 SFCC 1987, second by Mr. Mizrahi, motion carried by unanimous voice vote.</i></p> <p><i>Mr. Mizrahi moved for approval of the four (4) year PSA with Santa Fe Animal Shelter for services provided to the City of Santa Fe Animal Services section within the Santa Fe Police Department, second by Dr. Owen Lewis, motion carried by unanimous voice vote.</i></p>	Page 3 - 6

<p>REQUEST FOR APPROVAL OF A TWO (2) YEAR LEASE AGREEMENT WITH SANTA FE ANIMAL SHELTER FOR OFFICE SPACE FOR THE CITY OF SANTA FE POLICE DEPARTMENT'S ANIMAL SERVICE SECTION (10 POSITIONS)</p> <p>REQUEST FOR APPROVAL TO PURCHASE OVER \$50,000 FROM KAUFMAN'S WEST FROM STATEWIDE PRICE AGREEMENTS - FOLLOWING PROCUREMENT REGULATIONS AND RECEIVING CITY COUNCIL APPROVAL</p> <p>REQUEST FOR APPROVAL TO PURCHASE A 2018 TYPE 3 FIRE ENGINE.</p>	<p><i>Mr. Mizrahi moved for approved two (2) year lease agreement with Santa Fe Animal Shelter for office space for the City of Santa Fe Police Department's Animal Service Section (10 Positions), second by Dr. Owen Lewis, motion carried by unanimous voice vote.</i></p> <p><i>Dr. Mier moved to approve the proposed purchase over \$50,000 From Kaufman's West from Statewide Price Agreements - following Procurement Regulations and receiving City Council approval, second by Mr. Mizrahi, motion carried by unanimous voice vote.</i></p> <p><i>Dr. Mier moved to approve the purchase of the 2018 Type 3 Fire Engine, second by Mr. Mizrahi, motion carried by unanimous voice vote.</i></p>	
<p>Informational Item Hazardous Dust Levels and Traffic Safety in the Nava Ade subdivision stemming from the Las Soleras Construction</p>	<p>Dr. Nancy Owen Lewis introduced topic, public input petition on file with city clerk.</p>	<p>Page 6 - 8</p>
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PUBLIC SAFETY COMMITTEE
Tuesday, May 16, 2017 - 4:00 pm – 4:45 pm
City Council Chambers
Santa Fe, NM

MINUTES

Meeting was called to order at 4:00 pm by Councilor Chris Rivera, Chair for the Public Safety Committee. Roll call reflects a quorum.

1. Roll Call

Present

Councilor Chris Rivera, Chair
Peter Mizrahi
Herbert Harris
Dr. Nancy Owen Lewis
Joe Arellano
Dr. Mike Mier

Absent/Excused

Eric Johnson
Mike Bowen

Others Present:

Patrick Gallagher, Santa Fe Police Chief
Mario Salbidrez, Deputy Police Chief
Jessica Pfeiffer, Office Manager, SFPD
Lt. Adam Gallegos, SFPD
Lt. Grundler, SFPD
Nancy Jimenez, Fiscal Administrator
Chief Erik Litzenberg, Santa Fe Fire Chief

Noah Burke, Planning Department
Judi Ewert, Resident of Nava Ade
Steve Burns, Resident of Nava Ade
James Siebert, Planning Consultant

Fran Lucero, Stenographer

2. Approval of Agenda

No changes.

Mr. Mizrahi moved for approval of the Agenda as presented, second by Dr. Nancy Owen Lewis, motion carried by unanimous voice vote.

3. Approval of Tuesday, April 18, 2017 minutes

No changes from staff.

Mr. Harris moved for approval of April 18, 2017 minutes as presented, second by Dr. Nancy Owen Lewis, motion carried.

4. New Business – Action Items

- A. AN ORDINANCE RELATING TO THE SANTA FE TRAFFIC OPERATIONS PROGRAM; AMENDING SECTION 24-4 SFCC 1987 TO UPDATE SUBSECTIONS 24-4.2, FINDINGS AND INTENT; 24-4.3 DEFINITIONS; 24-4.4, VIOLATIONS AND 24-4.5, ENFORCEMENT. (Councilors Lindell, Harris, Trujillo and Ives) (Deputy Chief Salbidrez and Lt. Adam Gallegos)

Information from Councilor Harris and Councilor Lindell reviewed information and included in the packet.

Lt. Gallegos provided historical information on the STOP Ordinance, which was included in the meeting packet. One noted change in the draft refers limit to the speed vans – which are now SUV's, which limits it down to the camera, used devices. Definitions to the terminology are also included in the Ordinance. The changes in the current ordinance relate to the fines. STOP fine notification means a written document mailed to the address of the registered owner or nominee stating that a violation has occurred and payment is due. More than 5 miles over the speed limit in school and construction zone: one hundred dollars (\$100). More than 10 miles per hour over the speed limit: fifty-dollars (\$50), for subsequent violations within 2-years of the preceding violation, the fines are as follows: More than 5 miles per hour over the speed limit in in school and construction zones: \$150, more than ten miles over the speed limit; one hundred dollars (\$100). (Ref. Page 13 of the Ordinance).

During the time that STOP was in service crashes did decrease.

When they received reports or concerns from constituents that provided them with location needs. The SFPD has other methods on where to place officers with radar detectors or setting the devices out in neighborhoods and evaluating the results for excessive speed. They also have a traveling police vehicle parked to give the impression that police are out there monitoring.

Dr. Mier asked about construction zones, how do you define what is a SFPD construction zone?

SFPD would say it is a zone where there are orange barrels, less speed limit signs.

Dr. Mier asked about the violation in a school zone, is it 6 miles over? Lt. Gallegos confirmed, it is 6 miles and above.

Mr. Arellano: Are the SUVs owned by the city?

Lt. Gallegos said that this question would be answered when the RFP is completed and that in the previous contract the ownership was with the Contractor.

Dr. Owen-Lewis: How would you determine the placement of the vans?

SFPD: There is criteria that SFPD has to follow; they look at crash data, citizen complaints, concerns from our officers in the streets, and it is important to also abide by the state prohibitions on state highways.

Chair: How is a citation split up?

Ms. Jimenez: The requirement for payment to either the vendor or the state – revenue that is generated by the individuals who pay the city – quarterly the amount is confirmed, per the state rules we can deduct all the costs related to the program, we can deduct credit card fees, we can also deduct

the fee from the contracted vendor, balance is ½ once all deductions are made to the State. Again, processing of costs for the program is all done on a quarterly basis.

Mr. Harris asked where do citizens send their payment.

Ms. Jimenez said that in the last contract there was a drop box through Wells Fargo where the violator would make their payment to the STOP program.

Lt. Gallegos said that forfeiture in the STOP program is not like DWI; the vehicle can be seized until fines are paid. The ordinance does allow for seizure of a vehicle up to 90 days, after that it would follow the seizure that SFPD follows for DWI seizures. Legal has said that they would only do a seizure of the vehicle for non-payment (90-days). Language says we may seize that vehicle, Chief Salbidrez said that an internal policy should be implemented.

Mr. Mizrahi asked with the past contract, what percentage was not paid? Ms. Jimenez said that out of 6,045 tickets in 2010 they received \$145,000. Ms. Jimenez will provide a follow up report and provide a percentage.

Mr. Mizrahi asked how long of time are they given before it goes to a Collection Agency.

Ms. Jimenez said that she believes that after 90 days it could be sent to collections.

Mr. Arellano asked if the vehicle can be seized for 1 violation after the 90 days. Mr. Arellano said that we are making our citizens vulnerable and it is detrimental for 1 violation. Would this also affect their credit report?

Ms. Jimenez said that this is in discussion and clarity is needed from the Legal Department. There are the key words: *may* or *shall* – both words and terminology will need to be clarified.

Chief Gallagher said that license plate readers will be done at a later time, very complicated process and needs due diligence before they could implement a program of this caliber.

The Chair asked if we are in a position to handle the retro collections and the future collections. Chief and Ms. Jimenez said that a full report will come before the Governing Body once the data is available.

The Chair asked how long would it take to process a rental vehicle citation.

Chief Salbidrez, the rental vehicle is notified and they will receive a notice, they will send you the name of the person who rented the vehicle and they must pay the fine. If payment is not made the rental company would charge the person renting – personal credit card.

Dr. Mier moved to approve the proposed Ordinance relating to the Santa Fe Traffic Operations Program; amending Section 24-4 SFCC 1987 to update subsections 24-4.2, findings and intent; 24-4.3 definitions; 24-4.4, violations and 24-4.5, enforcement, second by Mr. Mizrahi, motion carried by unanimous voice vote.

Chair Rivera abstained from vote.

- 1) A RESOLUTION DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) PERMITTED BY SECTION 24-4 SFCC 1987. (Councilors Lindell, Harris Trujillo and Ives) (Deputy Chief Salbidrez and Lt. Adam Gallegos)

Dr. Mier moved to approve Resolution directing the City Manager to restart the SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) permitted by Section 24-4 SFCC 1987, second by Mr. Mizrahi, motion carried by unanimous voice vote.

- B. REQUEST FOR APPROVAL OF A FOUR (4) YEAR PSA WITH SANTA FE ANIMAL SHELTER FOR SERVICES PROVIDED TO THE CITY OF SANTA FE ANIMAL SERVICES SECTION WITHIN THE POLICE DEPARTMENT. (Nancy Jimenez, Fiscal Administrator)

Nancy Jimenez: Services for the Animal Shelter – SFPD and the Animal Services Division have reached an agreement with the Animal Shelter for a 4-year contract in the amount of \$666,966.38 or \$13,757.22 per month for the operating and maintaining of the Animal Shelter, for the acceptance of 120 animals per month. Should there be an increase over the 120 animals, an additional cost of \$20 per day per animal will be assessed. Dr. Mier asked if we have ever gone over and the answer was yes, during the summer months it could go from 120-150. Asking for approval for the 4-year contract.

This pertains strictly to strays that the City Animal Enforcer picks up.

The Chair asked if there has been an increase based on annexation.

Ms. Jimenez said that there has been an increase and she can provide statistics at a future meeting.

The Chair said that with this being an annual contract he would like for it to be reviewed annually based on annexation and data gathered per use in the summer months.

Mr. Mizrahi moved for approval of the four (4) year PSA with Santa Fe Animal Shelter for services provided to the City of Santa Fe Animal Services section within the Santa Fe Police Department, second by Dr. Owen Lewis, motion carried by unanimous voice vote.

- C. REQUEST FOR APPROVAL OF A TWO (2) YEAR LEASE AGREEMENT WITH SANTA FE ANIMAL SHELTER FOR OFFICE SPACE FOR THE CITY OF SANTA FE POLICE DEPARTMENT'S ANIMAL SERVICE SECTION (10 POSITIONS). (Nancy Jimenez, Fiscal Administrator)

Ms. Jimenez clarified that this rate of payment for rent is a benefit; we are keeping the same rate we paid for the last 2-years and look forward to the same payment for this 2-year contract.

The Chair asked if there is space outside of the Animal Shelter for our staff?

Ms. Jimenez said that there is limited space; it would take reshuffling for accommodations.

Mr. Mizrahi moved for approved two (2) year lease agreement with Santa Fe Animal Shelter for office space for the City of Santa Fe Police Department's Animal Service Section (10 Positions), second by Dr. Owen Lewis, motion carried by unanimous voice vote.

- D. REQUEST FOR APPROVAL TO PURCHASE OVER \$50,000 FROM KAUFMAN'S WEST FROM STATEWIDE PRICE AGREEMENTS - FOLLOWING PROCUREMENT REGULATIONS AND RECEIVING CITY COUNCIL APPROVAL. (Nancy Jimenez, Fiscal Administrator)

Ballistic Vest: \$800 per vest per officer. Per procurement rules anything over \$50,000 needs to come to the Public Safety and Finance Committee for approval.

Dr. Mier asked if we could buy locally.

Ms. Jimenez said there is a vendor in Santa Fe but they are not on the approved Purchasing Agreement and their prices are higher.

Dr. Mier moved to approve the proposed purchase over \$50,000 From Kaufman's West from Statewide Price Agreements - following Procurement Regulations and receiving City Council approval, second by Mr. Mizrahi, motion carried by unanimous voice vote.

- E. REQUEST FOR APPROVAL TO PURCHASE A 2018 TYPE 3 FIRE ENGINE.

Chief Litzenberg stated that this vehicle will be housed at the Airport Station (#9) - \$366,000 and is a good addition to the fleet.

Type 1 is an engine that connects to water hydrant, designed so it doesn't get hooked on curbs, it can be used for structural fires, it is designed to be amongst the trees with more water capacity.

Type 3 Engine would be the first one that the city will own. Our intent is to have it in our urban plan - The Resource Mobilization Plan.

Dr. Mier moved to approve the purchase of the 2018 Type 3 Fire Engine, second by Mr. Mizrahi, motion carried by unanimous voice vote.

INFORMATIONAL ITEM

- A. HAZARDOUS DUST LEVELS AND TRAFFIC SAFETY ISSUES IN THE NAVA ADE SUBDIVISION, STEMMING FROM THE LAS SOLERAS CONSTRUCTION. (Judi Ewert and Steve Burns)

Dr. Nancy Owen-Lewis informed the PSC members that 2 residents from Nava Ade made contact with her and they have a petition (in packet) regarding the Las Soleras Construction

The Chair noted that Mr. Noah Burk from the Planning Commission is present today and will address questions as possible.

Steve Burns Chavez 6246 Hollowing Wolf Lane, Santa Fe, NM - Owner of the Petition (Exhibit A)
Mr. Burns stated that he is very engaged with the complete process that is now under development. The specific issues are the results from decisions made by the elected officials named in the petition and the waiver allowed mass grading – meaning that 100 acres have been cleared at once. It is a very large project and the winds and dust clouds affect every resident in that area. The last phase that was approved, Phase III he found out about when he called the city regarding the dust storm. Phase I - behind homes in Nava Ade, they haven't finished those first phases, there are also the Pulte Homes in addition to Nava Ade, all part of Las Soleras. What we have experienced is untenable. It is so bad if you are looking out your window there is zero visibility. When it gets so thick it enters your house even with all of the windows closed. Dust comes in to the house because even though the windows are closed, it seeps in. You can't plant or enjoy the outdoors when these dust storms come through.

Mr. Burns has been told that they are looking at 4-years of construction. Mr. Burns is looking for guidance, should they go to the City Manager or the City Council. He said there should be laws or requirements on what they should be doing as far as watering when the dust storms are so heavy. What can be done to minimize this untenable experience? 2nd request is to ask if there is awareness, elected officials should go out and see the results and consequences of grading and review the drainage ordinance. He also stated that the city should look at future requests and consider the consequences. Part of the asking is to know what the health consequences for these massive dust clouds are to the residents in the area. Many people have now come up with asthma and bronchitis. Neighbors are concerned about the respiratory conditions. Anyone planning to sell their home will have problems; this will remain a concern for 2-years.

Judi Ewert, 4229 Howling Wolf Lane, Santa Fe, NM

I have towels in all of my windows. When I am not home all the particles come in through the door. There are 4 families that have had to move out. It looks like my home is burning when you see the sand over the homes. There is one picture of the inside of the car, where her husband had the window down 1/8" – Squeaky Clean wanted to know where this car had been due to the dust build up. (Exhibit B-C-D)

(Dr. Nancy Owen Lewis will provide photos for the record. (Exhibit E) This resident lives west of Nava Ade and her concern is addressing this in future projects, which are coming up in the near future.

Noah Burke, Case Planner for Las Soleras and also a Neighborhood Planner

Las Soleras was annexed in to the city in 2009. It is a very big annexation area. We have a lot of projects Pulte Homes (300 homes approved) Spectrum Senior Housing; Hospital is a 40 ac. project, and all the arterial roads as well as the road that connects to Nava Ade. Much of the project was dormant for the last 3 years, at this time, the work is active and will continue to be activated. There are multiple project owners in these projects. Neighbors have shared their concerns about the mass grading. There were no variances and they are complying with Chapter 14. We have addressed a few of the issues from the Environment Department on behalf of the Neighbors; an inspector from the City regarding the grading has been out there almost every single day and working with almost each one of the parties. Las Soleras is made up of many LLC's; James Siebert is also here and meets with all of the neighbors. They meet weekly. Mr. Burke stated that he has been working with the neighborhood associations. Internally the city is looking at the policy and procedures for forward thinking and in such, working with the parties involved to find a solution for the future. The watering trucks have to wait in line at the water sewage plant and have to drive off site, which takes 30 minutes in each direction. Notices of violation will be issued as the neighbors have expressed as it violates the dust control.

Jim Siebert 915 Mercer St., Santa Fe, NM 87501 (Exhibit F – Letter from Mr. James Siebert, Exhibit G – e-mail to Mr. Gordon Berch, JAYNES Corp)

Planning Consultant – Mr. Siebert was in attendance at tonight's meeting as he represents the three parties, Presbyterian Health Services, PULTE Homes and Las Soleras. Mr. Siebert said that a letter was sent out to tell them that they had do something to manage the dust. The PULTE Homes are the closest to Nave Ade. In a recent dust storm they put down tackifire and they will do it for the next 2-3 days to stabilize the soils. One of the major issues is access to water, they do have to stand in line and sometimes it is impossible to get water from the Wastewater Plant. One consideration is if they could use potable water. We understand how serious this is, it is ornate that we have 3 – different projects taking place at the same time. PULTE Homes does have significant grading going on.

Contact will need to be made with Lisa Martinez, Director – Planning Division – they have not been instructed to issue citations. Mr. Burke said he cannot speak on their behalf.

Dr. Mier asked if enforcement would take place over the weekends. Mr. Burke said that it is his belief they will have weekend coverage.

What velocity of wind does tackifire last?

Mr. Siebert said that there was wind up to 40 miles an hour and when the tackifire was placed it was controllable.

Mr. Arellano asked if it was possible to get more trucks out there with water so they would be ready to go? Mr. Arellano said that they could talk about the citations but no fine that they pay is going to help the health of these people. It is extremely important that they come up with a resolution to take care of this health concern. He is also concerned about the possible accidents that could happen on the highways.

Mr. Siebert said that when he was out there over the weekend there were no water trucks there.

Dr. Nancy-Owen Lewis asked that Ms. Lisa Martinez, Director of the Planning Department address the Public Safety Committee on what has been done to mitigate the problem, discuss citations.

The Public Safety Committee would like the Chair to find out as soon as possible as to what has been done.

Noah Burke said that he would document the steps in a letter for next meeting with a presentation on what has been done.

The Chair, as an elected official who voted on the approval of a project of this magnitude, expressed his thanks to those who came forward at this meeting. Thank you to Mr. Noah Burke for addressing these items and to Mr. Siebert for addressing the concerns.

The Chair asked the Chief's if they are aware of any accidents or documented health issues? Chief Gallagher said no. The Chair also asked Fire Chief if there have been any health calls from that area, to date the answer is no.

5. Matters from Municipal Court Judge Virginia Vigil
Report included in packet.

6. Matters from Police Chief Patrick Gallagher

a. Lt. Adam Gallegos; Seasonal Tourist Officer Program/Segway's

Chief Gallagher reached out to the City Tourism Department to assist with funding for this program. Mr. Randy Randall was asked by the Finance Department why the Police Department did not present, and Mr. Randall responded that the SFPD does not have the funding sources and he felt that would be a good program for tourism.

Chief Salbidrez asked Lt. Grundler to look at innovative coverage methods for the downtown area and in research found the information and efficient coverage through the use of Segway's. The bicycle officers are almost tapped out. The plaza is the jewel destination for tourists visiting Santa Fe and SFPD gets a lot of calls. You have migrants that go from park to park and the officers were looking for a new way to redirect resources for coverage. At one time SFPD had

Mounty patrol but it was very expensive for day-to-day maintenance of the animals. In looking at this unique problem they researched ways to put officers on the plaza and get them a way to move around quickly. A lot of times bicycles are ok and some times it is hard to get the officers around. It is good to have police presence as much as possible.

Seasonal Officer Program (Exhibit H & I)

Introduce the Segway SE-3 Patroller.

It takes 40-hours of training for a bicycle officer. It takes 1-hour of training for the Segway SE-3 Patroller and it is a safer vehicle for the SFPD use. Plan is to use them April – October permanently assigned to the Plaza. Lt. Grundler found them used in Del Rey Beach, Florida, their demographics match Santa Fe – they get tourism year round. They have 150 sworn officers, in 2015 they purchased 2 of these patrollers and are now up to 6 units and it is very well received by the merchants. In the time of ownership they have only needed to replace 1 tire. They don't have a plaza but they have a strip of stores from the beach. There is an immediate return, low maintenance, tourist and merchants like them as well as the community. Sgt. McCord has been out to talk to the merchants here in Santa Fe and they like the idea as well.

Cost: Compared to a police car significantly lower.

This equipment is also ADA compliant, they will be stored and fit in the building at city hall and is zero emission. Some of the advantages are having access to city hall. Chief said that the officers have volunteered to do this, they would park their cars here and they would be on their Segway's.

Mr. Arellano: If you have the officers to staff the Segway's will you have to pull officers for calls for service.

Chief said that patrolling the plaza is expensive and he is conscious of annexation. Calls for the plaza, accounted for 5% of all radio calls and 10% of all disorderly calls in the plaza. He likes the 9" height of the Segway, which can be identified quickly in the plaza. There is no guarantee that they will be there all the time. In addition, the plan is to train the public safety aides.

Mr. Harris asked what is the battery life of the Segway.

Lt. Grundler said that it is 4-5 hours and they can be charged at any location. You can plug them in anywhere. Plan is to buy extra batteries. These are rated for pedestrian areas. They are not licensed to be on a roadway like a car would be. Their top speed is 15 miles an hour. In an emergency they could be used. This model has emergency lights and a siren.

Dr. Mier – Will they be using the street or the sidewalk.

Lt. said they would use the sidewalk, if there would be pedestrian traffic, they would go off to the side of the road.

Bicycle Officers would be used to get to the Railyard; the Segway would only be used in a 4 - block radius of the plaza

Lt. Grundler said they could be used for more than the Plaza coverage, they could be used for special programs and officers would be cross-trained. He reiterated that training takes 1-hour, specifically a training video. A policy has not been set up as far as headgear, could not answer if they will need to wear a helmet.

Chair asked if they are looking to purchase or lease. Lt. said it would be a purchase request.

7. Matters from Fire Chief Erik Litzenberg

Chief talked about the fire at the Santa Fe Art Institute, the structure was fully immersed. Minimum staff level during the day is 34 – it was a defensive fire, we could not have anyone inside, it needed to aeriels providing water. Crews were out there to contain the fire, it had a lot of opportunity to grow, it was on state property and there were no injuries. Arsonist Task Force took over in the evening and took over the investigation. The Press Release that went out said that they saw a vehicle, which is being investigated. Arson is hard to investigate – commend Fire Police, they have not identified if it is Arson, but there is progress on the investigation.

Fire season is approaching; Chief Litzenberg thanked the City of Santa Fe and Santa Fe County – (Councilor Rivera) for limiting the sale and use of fireworks. Open burning limits will be in effect all of June and 1st week of July.

SFFD has advertised for 20 person Fire Academy, testing in June and Academy in August.

8. Matters from the Regional Emergency Communications Center - Ken Martinez

Not in attendance.

9. Communications from the Floor

None

10. Matters from Committee Members

Dr. Mier noted that strong winds have done damage in Rose Park. Is there anyone in the city that looks at the vegetation of large trees before they fall? The Chair will ask the Parks and Recreation Department to look in to this.

Chief Litzenberg said at one time the City had an Arborist. The Chief will ask Parks and Rec. as well.

11. Adjournment

There being no further business to come before the Public Safety Committee, the Chair called for adjournment at 6:10 pm

Signature Page
Public Safety Committee:

Councilor Chris Rivera, Chair



Fran Lucero, Stenographer

PUBLIC SAFETY COMMITTEE
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PUBLIC SAFETY COMMITTEE
Tuesday, July 18, 2017 - 4:00 pm – 4:55 pm
City Council Chambers
Santa Fe, NM

MINUTES

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1. Roll Call

Present

Peter Mizrahi
Herbert Harris
Dr. Nancy Owen Lewis

Absent/Excused

Councilor Chris Rivera, Chair
Joe Arellano
Dr. Mike Mier
Eric Johnson
Mike Bowen

Others Present:

Patrick Gallagher, Santa Fe Police Chief
Mario Salbidrez, Deputy Police Chief
Jessica Pfeiffer, Office Manager, SFPD
Chief Erik Litzenberg, Santa Fe Fire Chief
Lisa Martinez, Land Use Department Director

Fran Lucero, Stenographer

2. Approval of Agenda

No action, lack of quorum.

3. Approval of Tuesday, May 16, 2017 minutes

No action, lack of quorum.

4. New Business – Informational Items

A. Dust Issues at Las Soleras (Lisa Martinez, Land Use Department Director)

Ms. Martinez provided an overview of the work that the Land Use Department and other departments are doing to work on the dust issues at Las Soleras construction area. Over the last year and a half, Santa Fe has been witness to an enormous amount of growth in the city and most of the construction is in the south quadrant, which hasn't taken place since 2007-2008. The Land Use Department has been working with the partners and developers in the area; Pulte Homes, Presbyterian Hospital, a new Senior Facility that will be going up very soon, and a number of other projects going through the city council and planning process. We are working with these groups specifically discussing any plans they have to mitigate the dust in this area.

Measures:

With all of the loose dust in the project area, particularly Las Soleras they are using misted water. Water is one of the most common ways to keep the dirt in the place. There are sprayer water trucks being used in the area of Nava Ade and Rancho Viejo across I-25. There have been a couple of days where driving conditions have been difficult for people due to the dust. The problem is both health and public safety at the same time. That Land Use Department has been working for the last couple of month with Las Soleras, Presbyterian, Jaynes who is doing construction, Jim Siebert and the others included in the construction area. We have been discussing the plans that they have to mitigate the dust. Developers have also worked with swift management companies. One of the first plans that they have in place is working with misted water. The water is being applied 2 to 3 times a day to keep the dust down. There are a lot of sprayer trucks on site to control the dust. Another product being used is a product called a tackifire. If you have seen a lot of road construction sites and a bright green material, that is the tackifire. One of the other ideas being discussed is using mulch, which will weigh it down, and it helps to cover the area to give it more weight than the water itself. They have done a little bit of this in the Rodeo ground area over the last few months and it shows to have helped. Other options construction sites use by other construction areas are barriers and fencing, additional polymers in addition to the tackifire that help provide dust control but only work where vehicles don't travel. We have vehicles driving through the construction area on a daily basis. Dust control is a serious health issue we need to address.

Land Use Department has received numerous complaints from residents and constituents, NMDOT and the NM Environment Department. Ms. Martinez provided letters to assure that there is a plan in place from the developers. Information provided today has also been provided to the Planning Commission and to the City Councilor's who are receiving complaints regarding this dust problem. (Letters were provided to the Public Safety Committee to assure the means to keep this under control).

Land Use Department also has enforcement officers in the area both during the week and weekends to assure that the construction and building partners are complying with what they have said they are going to do. The company's that are working in the area know how serious it is with the dust and dirt. Ms. Martinez also has witnessed that when there are gusts of winds these are situations that sometimes can't be controlled. We share our citizen concerns, and we are doing all we can do to address the areas. Water is a big problem and the department and city are doing as much as they can to control the situation. There are also developers in the area to answer any questions. Water trucks are out there 24-7.

Dr. Nancy Owen-Lewis has addressed how this could be avoided in the future. Dr. Owen-Lewis read a constituent letter and would like to know what other options are available and how they would be addressed in the future.

Ms. Martinez stated that they are looking at phase grading and doing projects in small amounts. Restrictions will be imposed from developers in areas of question. She also stated, they need to look at landscaping and existing vegetation on the sites and preserving the vegetation. In travelling to other states, Florida for example, when they build new subdivisions they work to leave existing trees and mature trees. They don't do this in the south side of town; they do in the north side. We don't do much of that. When you clear everything it adds to the dust and dirt situation.

Dr. Nancy Owen Lewis asked what can be done as residents and constituents of the city of Santa Fe in future developments. Dr. Owen Lewis made reference to a letter to the editor from a constituent in the audience, it was read verbally. Dr. Owen Lewis would like more information on future developments and how this will be avoided.

Ms. Martinez welcomes any suggestions from the Public Safety Committee and constituents and asked they be sent to the Land Use Department.

Ms. Martinez said they do review plans of landscape developments and she has made this a priority in her department.

Chris Butler, Jaynes Corporation, building Presbyterian Hospital

Mr. Butler stated that they have been using a binder through the whole site and are getting close to final grades, putting in their inlets, curb and gutter. On the west side they are putting landscaping and seeding.

Mr. Harris asked Mr. Butler if the developers coordinate and talk to each other? Mr. Butler said yes, they have meetings weekly to talk about the priorities, utilization of the tackifire and binders. They have full time staff driving the water trucks right now.

Dennis Cicak: What is in the binders that you use?

Mr. Butler: Dust Control DD: Used a lot in county roads, it is made to stand up in heavy traveled roads; it is a biodegradable organic solution.

Steve Burns-Chavez: Thank you to city staff and developers for taking this seriously. It has been unbearable in Nava Ade, thank you for addressing this issue. It is good to know someone is listening to us. It seems to have gotten better after the last May meeting in Public Safety. A couple of weeks later we had the June 25th storm that was really bad. We went from 3 water trucks to 20 water trucks. Yes, it looks better. We are looking at 4 years of construction. We don't want to get ahead of ourselves not knowing how long the fix will work. Hopefully this commission and the city will continue to monitor the area.

Dr. Owen Lewis showed a video from the June 25th bad storm.

Mr. Burns Chavez asked the status of the petition presented to Public Safety and to the governing body. At the heart of that is all of what the Land Use Department has identified and was at the heart of the petition. Did the key points in the petition reach the Governing Body and will there be an effort to provide feedback on what can be done? Pulte is the Nations number one homebuilder, and they have a particular approach that they take, that is at the heart of the question in terms of looking in to the future of Santa Fe, what kind of a city different area we. How do we get from the grading and draining ordinance, there is a gap that exists that needs to be filled. We need to be sure that there are best practices in place and assures that it secures the city different. What does our front door look like; what does our whole city look like. Question about the points in the petition and where are we going.

Dr. Nancy Owen-Lewis did note that the petition was submitted as part of the record, since we do not have a quorum we will address at another meeting.

Mr. Mizrahi said that from the last meeting he has asked Lisa Martinez to appear, and she did appear today to discuss the citizen concerns. Thank you for updating us and letting us know about the improvements.

Dennis Cicak lives in Nava Ade, it is important to stress that there is a serious health problem. Should we have high winds and dry spells and the measures taken have been good and I want to thank Lisa for all of her hard work, however we still have dust that is invisible on slightly windy days. We don't understand why it had to be such a huge graded area. Mr. Cicak said he was sick for 3 months and he was diagnosed with asthma. He coughed for 3-weeks, he feels like he has dust in his lungs; he coughed for three weeks and his health condition got worse. His wife who has a beautiful singing voice could not participate in the NDI Gospel Choir due to the dust in the air. He has purchased an air filter, which has helped; they can't keep windows open at night. Mr. Cicak named different health conditions that come out of dust storms.

Paul Lewis: Video (June 25th) - This was on a Sunday, no construction crews working, no water trucks, you could see the dust and wind and you couldn't see the houses or roofs and this was even before you get to the area where the construction is. You couldn't see the construction area; there was too much dust.

Constituent (Judy): I understand that people working construction will be fined \$100 if they are caught with dust blowing. We have had 4 to 5 dust storms and it has cost me way more than \$100 to clean my house and my cars.

5. Matters from Municipal Court Judge Virginia Vigil
Report included in packet.

6. Matters from Police Chief Patrick Gallagher

Vacancy rate continues to be one of the biggest problems. They had gotten down to 6 vacancies and they are now up to 19 vacancies. They are operating at 80% capacity, which is a big concern to the Chief. Hopefully shooting for double digits at the next academy in January 2018.

The have purchased 2 Mobile Video travellers, they are solar powered, and they can go up to 3 stories high, they can transmit back to the SFPD, have started to deploy at the park at St. Francis Park. The cameras gave us good feedback. There were some problems identified during the 4th of July with Verizon and we used the cameras. We intend to deploy the camera in other areas, after a discussion with the merchants. We hope to have great success.

Started the Tourism project, Segway's are not in yet. The coverage on the plaza has been noon until 10 pm at night, Officers keeping the area secure.

Media – South Capitol creeper, stalking or exposing himself, 4 confirmed incidences, possible 5th one that happened recently, increased patrol in the area and taking pro-active steps, significant resources in that area. Community meeting revealed good measures and hoping with the tips and pro active surveillance will lead to an arrest very soon. Chief said they are working with the FBI on doing a profile, trying to find out why this happens between June, July and August. When the investigation deems appropriate they will deploy the cameras.

Chief talked about the local arrests made and cases that are open. Commercial burglaries have also increased, there are no trends or patterns but there are multiple burglaries. During the 4th of July there was a large amount of thefts from the arts and craft booths downtown. On the positive side the robberies are down by 29% from last year.

Mr. Mizrahi asked about loss of manpower, is this due to retiring officers. Chief Gallagher said that in two years they have hired 36 officers and lost about 39 officers and is not all due to retirement. There is great competition throughout the state for officers. Looking at the 36 that were hired – 10 have already resigned. We would like to put them through field training before going to the Academy so they know what it is like to do day-to-day policing.

7. Matters from Fire Chief Erik Litzenberg

On the 4th of July, this year was a busy year, those people doing unorganized events increased. There was a larger volume of calls for 9 brush fires. Resources were tight to handle 6 fires at one time. Some of the fires were due to the fireworks. The significance of the incidents was minor.

Dr. Mier asked if we had an arborist, the city does have an Arborist position open; they will consult with the Tree Board, they have 3 arborist consultants that could address any questions.

There are no fire restrictions in the city and monsoons have started. In this city it doesn't affect us, we live under a very restricted condition in the city.

SFFD had 11 vacancies, 9 additional positions through this budget cycle. It was agreed that 10 is a good number for the academy. They have received 300 plus applications and hired 20 to start the academy on August 14th.

8. Matters from the Regional Emergency Communications Center - Ken Martinez

June 2017 – 34,175 calls – 7,893 were 911 emergency calls

19,943 calls were dispatched, combined fire, police and medical services. The police department was 10,010, fire department was 1,382, animal control was 434, 59% of the call volume for RECC.

Drug tip hotline continues to be utilized, they received 49 calls. It tends to increase in the summer months and they are pushed to the investigation units, city and county.

911 Operator – 911 Tele-communicator of the Year – Christopher Flores, Operator won this award, proud of him for this accomplishment. There are 4 vacancies, there is a high turn over in 911 dispatch. Operators continue to do a great job taking care of the city and the county.

Day Shift 12 hours – Graveyard shift – 12 hour shifts

Staffing – 8 operators on the floor, 4 days at a time, 3 days off.

9. Communications from the Floor

None

10. Matters from Committee Members

11. Adjournment

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

Signature Page

Public Safety Committee:

Mr. Herbert Harris, Acting Chair



Fran Lucero, Stenographer

City of Santa Fe, New Mexico

LEGISLATIVE SUMMARY

Resolution No. 2017-____
El Grito Support 2017

SPONSOR(S): Mayor Gonzales and Councilors Ives

SUMMARY: The proposed resolution supports "El Grito", an annual celebration of Mexican Independence Day on September 16, 2017; and waiving all associated fees.

PREPARED BY: Jesse Guillen, Legislative Liaison

FISCAL IMPACT: Yes

DATE: July 27, 2017

ATTACHMENTS: Resolution
FIR

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2017-__**

3 **INTRODUCED BY:**

4
5 Mayor Javier M. Gonzales

6 Councilor Peter N. Ives
7

8
9
10 **A RESOLUTION**

11 **IN SUPPORT OF “EL GRITO”, AN ANNUAL CELEBRATION OF MEXICAN**
12 **INDEPENDENCE DAY ON SEPTEMBER 16, 2017; AND WAIVING ALL ASSOCIATED**
13 **FEES.**

14
15 **WHEREAS**, the modern state of Mexico celebrates Día de la Independencia
16 (Independence Day) on September 16; and

17 **WHEREAS**, the day known as “El Grito”, translated as “the cry” commemorates the
18 start of the revolution which led to independence from the Spanish domination of the country in
19 1821; and

20 **WHEREAS**, El Grito de Dolores was the battle cry of the Mexican War of
21 Independence, uttered by a Roman Catholic priest from the small town of Dolores, Mexico; and

22 **WHEREAS**, 2017 marks the 207th anniversary of Mexican Independence Day; and

23 **WHEREAS**, the state of New Mexico and the country of México share many historic
24 and cultural ties that continue to influence each other; and

25 **WHEREAS**, the Consulado de México en Albuquerque has requested that the City of

1 Santa Fe permit and support a celebration of this important holiday in the heart of the city, on the
2 Santa Fe Plaza from 4:00pm until 8:00pm on Saturday, September 16, 2017.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
4 **CITY OF SANTA FE** that the Governing Body hereby supports a celebration of "El Grito" in
5 the Santa Fe Plaza on September 16, 2017.

6 **BE IT FURTHER RESOLVED** that the Governing Body authorizes waiving of all
7 associated fees in support of the El Grito celebration.

8 PASSED, APPROVED AND ADOPTED this _____ day of _____, 2017

9
10 _____
11 JAVIER M. GONZALES, MAYOR

12 ATTEST:

13
14 _____
15 YOLANDA Y. VIGIL, CITY CLERK

16 APPROVED AS TO FORM:

17 
18 _____
19 KELLEY A. BRENNAN, CITY ATTORNEY

City of Santa Fe Fiscal Impact Report (FIR)

This Fiscal Impact Report (FIR) shall be completed for each proposed bill or resolution as to its direct impact upon the City's operating budget and is intended for use by any of the standing committees of and the Governing Body of the City of Santa Fe. Bills or resolutions with no fiscal impact still require a completed FIR. Bills or resolutions with a fiscal impact must be reviewed by the Finance Committee. Bills or resolutions without a fiscal impact generally do not require review by the Finance Committee unless the subject of the bill or resolution is financial in nature.

Section A. General Information

(Check) Bill: _____ Resolution: X

(A single FIR may be used for related bills and/or resolutions)

Short Title(s): A RESOLUTION IN SUPPORT OF "EL GRITO", AN ANNUAL CELEBRATION OF MEXICAN INDEPENDENCE DAY ON SEPTEMBER 16, 2017; AND WAIVING ALL ASSOCIATED FEES.

Sponsor(s): Mayor Gonzales, Councilors Ives

Reviewing Department(s): Mayor's Office

Persons Completing FIR: Erminia Tapia Date: 5/3/16 Phone: 955-6590

Reviewed by City Attorney: *Valley A. Brennan* Date: 7/27/17
(Signature)

Reviewed by Finance Director: *For Adam Johnson* Date: 07-28-17
(Signature)

Section B. Summary

Briefly explain the purpose and major provisions of the bill/resolution:

This resolution states City Council support for the celebration of Mexican Independence Day (Día de la Independencia on September 16th, 2017. The celebration will take place on Saturday, September 16th at the Santa Fe Plaza from 4:00pm to 8:00pm. The City agrees to waive associated Police and Fire fees associated with this celebration.

Section C. Fiscal Impact

Note: Financial information on this FIR does not directly translate into a City of Santa Fe budget increase. For a budget increase, the following are required:

- a. The item must be on the agenda at the Finance Committee and City Council as a "Request for Approval of a City of Santa Fe Budget Increase" with a definitive funding source (could be same item and same time as bill/resolution)
- b. Detailed budget information must be attached as to fund, business units, and line item, amounts, and explanations (similar to annual requests for budget)
- c. Detailed personnel forms must be attached as to range, salary, and benefit allocation and signed by Human Resource Department for each new position(s) requested (prorated for period to be employed by fiscal year)*

1. Projected Expenditures:

- a. Indicate Fiscal Year(s) affected – usually current fiscal year and following fiscal year (i.e., FY 03/04 and FY 04/05)
- b. Indicate: "A" if current budget and level of staffing will absorb the costs
"N" if new, additional, or increased budget or staffing will be required
- c. Indicate: "R" – if recurring annual costs
"NR" if one-time, non-recurring costs, such as start-up, contract or equipment costs
- d. Attach additional projection schedules if two years does not adequately project revenue and cost patterns
- e. Costs may be netted or shown as an offset if some cost savings are projected (explain in Section 3 Narrative)

Finance Director: _____

_____ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY <u>15/16</u>	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY _____	"A" Costs Absorbed or "N" New Budget Required	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

Personnel*	\$ <u>3,408</u>	<u>A</u>	<u>NR</u>	\$ _____	_____	_____	_____
Fringe**	\$ <u>512</u>	_____	_____	\$ _____	_____	_____	_____
Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
Professional Services	\$ _____	_____	_____	\$ _____	_____	_____	_____
All Other Operating Costs	\$ <u>300</u>	_____	_____	\$ _____	_____	_____	_____
Total:	\$ <u>4220</u>	_____	_____	\$ _____	_____	_____	_____

* Any indication that additional staffing would be required must be reviewed and approved in advance by the City Manager by attached memo before release of FIR to committees. **For fringe benefits contact the Finance Dept.

2. Revenue Sources:

- a. To indicate new revenues and/or
- b. Required for costs for which new expenditure budget is proposed above in item 1.

Column #:	1	2	3	4	5	6
	Type of Revenue	FY _____	"R" Costs Recurring or "NR" Non-recurring	FY _____	"R" Costs - Recurring or "NR" Non-recurring	Fund Affected

_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
_____	\$ _____	_____	\$ _____	_____	_____
Total:	\$ _____	_____	\$ _____	_____	_____

3. Expenditure/Revenue Narrative:

Explain revenue source(s). Include revenue calculations, grant(s) available, anticipated date of receipt of revenues/grants, etc. Explain expenditures, grant match(s), justify personnel increase(s), detail capital and operating uses, etc. (Attach supplemental page, if necessary.)

The City will waive all fees associated with this event including permit fees, and any costs associated with Police and Fire protection. Police costs as estimated at \$1822, Fire at \$646, and the remaining balance is for the permit fees, personnel, and other operating costs.

Section D. General Narrative

1. Conflicts: Does this proposed bill/resolution duplicate/conflict with/companion to/relate to any City code, approved ordinance or resolution, other adopted policies or proposed legislation? Include details of city adopted laws/ordinance/resolutions and dates. Summarize the relationships, conflicts or overlaps.

None identified.

2. Consequences of Not Enacting This Bill/Resolution:

Are there consequences of not enacting this bill/resolution? If so, describe.

The City will not express its support for the celebration of Día de la Independencia, and will not waive the associated permit, Police and Fire fees.

3. Technical Issues:

Are there incorrect citations of law, drafting errors or other problems? Are there any amendments that should be considered? Are there any other alternatives which should be considered? If so, describe.

None identified.

4. Community Impact:

Briefly describe the major positive or negative effects the Bill/Resolution might have on the community including, but not limited to, businesses, neighborhoods, families, children and youth, social service providers and other institutions such as schools, churches, etc.

Support of this celebration would solidify the cultural ties between New Mexico and Mexico. Holding the event on the Plaza would also draw visitors to the celebration to learn more about Mexican history and their struggle for independence.

City of Santa Fe, New Mexico

memo

Date: July 27 2017

To: Adam Johnson, Finance Director

Brian Snyder, City Manager

From: David Silver, Emergency Manager 

Subject: 2017 New Mexico Urban Search and Rescue Asset Distribution Sub Grant Execution of Memorandum of Agreement with FEMA Distribution of New Mexico Task Force One Equipment

Item:

Attached is the 2017 New Mexico Urban Search and Rescue (USAR) Asset Distribution Sub Grant Execution of Memorandum of Agreement with FEMA Distribution of New Mexico Task Force One Equipment Sub-grant agreement, awarded on July 25, 2017. The USAR team was disbanded late last year, and equipment was made available to local jurisdictions based on need. The City of Santa Fe was awarded the following equipment:

USAR Inventory Kit No. USAR-091 – MISSION READY AREA-RAE KIT #2

USAR Inventory Kit No. USAR-094 – MISSION READY CHEMICAL AGENT DETECTOR KIT- #2

USAR Inventory Kit No. USAR-098 – MISSION READY NANO RAIDER ISOTOPE IDENTIFIER KIT

USAR Inventory Kit No. USAR-108 – MISSION READY THERMAL IMAGING CAMERA KIT #1

USASR inventory Kit No. USAR-091, USAR-094, and USAR-098 will be utilized by the Santa Fe Fire Department Hazardous Materials Team. USAR Inventory Kit No. USAR-108 will be utilized by the Santa Fe Police Department SWAT Team.

The attached agreement must be signed prior to the pick-up of items, currently scheduled for Monday, July 31, 2017 at 1500 hrs. Due to this timeline, I am requesting that the agreement be signed by the City Manager and then ratified by committee and Council.

This sub-grant will be presented at the following:

- Public Safety: August 15, 2017
- Finance: August 21, 2017
- City Council: August 30, 2017

If you have any questions, please do not hesitate to contact me at dmsilver@santafenm.gov, 505-955-6537 (w), 505-629-3958 (c).



City of Santa Fe Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT or CONTRACT AMENDMENT

2 Name of Contractor New Mexico Department of Homeland Security and Emergency Management

3 Complete information requested Plus GRT
 Inclusive of GRT

Original Contract Amount: N/A

Termination Date: N/A

Approved by Council Date: _____

or by City Manager Date: _____

Contract is for: Acquisition of equipment from the New Mexico Urban Search and Rescue (USAR) team.

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) Plus GRT
 Inclusive of GRT

Amount \$ N/A of original Contract# _____ Termination Date: N/A
Reason: Original Agreement

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Amount \$ _____ amendment # _____ Termination Date: _____
Reason: _____

Total of Original Contract plus all amendments: \$ N/A



City of Santa Fe Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ _____ Date: _____

Sole Source _____ Date: _____

Other Formal competitive application process for equipment from USAR Asset Distribution

6 **Procurement History:** Original Agreement
example: (First year of 4 year contract)

7 **Funding Source:** N/A **BU/Line Item:** N/A

8 **Any out-of-the ordinary or unusual issues or concerns:**
None
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** David Silver
Phone # 505-955-6537

10 **Certificate of Insurance attached.** (if original Contract)

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

Susana Martinez



Governor

M. Jay Mitchell
Cabinet Secretary

Secretary

David Ceballes
Deputy Cabinet

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

SUB-RECIPIENT GRANT AGREEMENT

**2017 New Mexico USAR Asset Distribution Sub Grant
Execution of Memorandum of Agreement with FEMA
Distribution of New Mexico Task Force One Equipment**

**RELEASE OF LIABILITY,
ASSUMPTION OF RISK, AND
INDEMNIFICATION ADDENDUM**

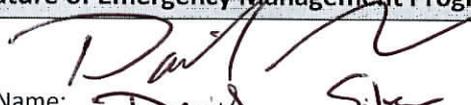
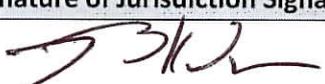
The sub-recipient, having received a sub-grant from the New Mexico Department of Homeland Security and Emergency Management (DHSEM) for the acquisition of possession, possession, vested conditional title, and future use of certain equipment identified in the sub-recipient grant agreement, the sub-recipient further agrees as follows:

RELEASE OF LIABILITY: The sub-recipient hereby releases DHSEM from any and all liabilities, causes of action, and/or claims and demands that may arise in connection with any and all activity undertaken by the sub-recipient to take possession, possession, and future use of the equipment acquired under this sub-grant.

ASUMPTION OF THE RISKS: The sub-recipient hereby assumes any and all risk that may arise in connection with any and all activity undertaken by the sub-recipient to take possession, possession, and future use of the equipment acquired under this sub-grant.

We agree that the purpose of this agreement and waiver is that it shall be an enforceable release of liability as broad and inclusive as is permitted by New Mexico law.

JURISDICTION SIGNATURES

Signature of Emergency Management Program Manager		DATE
 Printed Name: Daniel Siler		7/31/17
Contact Number:	505 955 6737	e-Mail Address: dsiler@santafenm.gov
Signature of Jurisdiction Chief Financial Officer		DATE
 Printed Name: Adam K Johnson		7/31/17
Contact Number:	505-955-6171	e-Mail Address: akjohnson@santafenm.gov
Signature of Jurisdiction Signatory Official		DATE
 Printed Name: BRIAN K. SNYDER		7/31/17
Contact Number:	505-955-6848	e-Mail Address: bksnyder@santafenm.gov

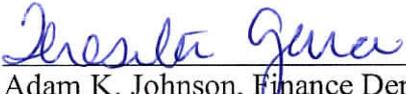
Attest:

 Yolanda Y. Vigil, City Clerk

Approved as to form:

 7/28
 Kelley A. Brennan, City Attorney

Approved:

 7/28/2017
 per Adam K. Johnson, Finance Department



State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY &
 EMERGENCY MANAGEMENT**

P.O. Box 27111
 Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
2017 New Mexico USAR Asset Distribution Sub Grant
Execution of Memorandum of Agreement with FEMA
Distribution of New Mexico Task Force One Equipment

Federal Grant No.: Various CFDA No.: Various

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. FIDUCIARY NAME	
DHSEM-2017-USAR-City of Santa Fe		City of Santa Fe		City of Santa Fe	
4. STATE DFA VENDOR NUMBER	5. EIN NUMBER	6. DUNS NUMBER	7. CAGE CODE		
54360	85-6000168	069420818	4C987		
8. SUB-RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
P.O. Box 909 Santa Fe, NM 87504			P.O. Box 909 Santa Fe, NM 87504		
10. DHSEM CONTACT NAME:		11. CONTACT DESK PHONE:		505-476-0868	
David Ceballes, Deputy Secretary		CONTACT FAX NUMBER:		505-476-9695	
		CONTACT EMAIL ADDRESS:		DHSEM.grants@state.nm.us	
12a. PERFORMANCE PERIOD START DATE		July 17, 2017	12b. PERFORMANCE PERIOD END DATE		Indefinite
13. ISSUING OF FUNDING DATE:					
13a. HSGP FEDERAL AWARD			13b. SHSGP TOTAL AWARD		
			\$		
14a. NAME OF PROJECT AWARD				14b.	
1	2017 USAR Asset Distribution Sub Grant				
2	City of Santa Fe Fire Department				
3	City of Santa Fe Police Department				
4					
5					
6					

RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) and the Federal Emergency Management Agency (FEMA), have signed a Memorandum of Agreement (MOA) pertaining to the distribution of New Mexico Task Force One (NMTF1) equipment remaining in New Mexico as of May 10, 2017;

WHEREAS, the MOA provides for DHSEM to establish a comprehensive and detailed grant and/or sub-grant application process for emergency management and public response entities in the State of New Mexico to request the provision of a grant and/or sub-grant of retained NMTF1 equipment;

WHEREAS, the MOA provides for DHSEM to ensure that the application process requires an applicant to demonstrate how the applicant would use the retained NMTF1 equipment to increase existing emergency management and/or emergency response capability or to develop new emergency management and/or emergency response capability;

WHEREAS, the MOA provides for DHSEM to establish a panel to review and to make recommendations to DHSEM Cabinet Secretary for the approval of applications for the disposition of retained NMTF1 equipment;

WHEREAS, the MOA provides for DHSEM to ensure that this panel's primary consideration in review would be an applicant's demonstrated adaptability to the Emergency Management Assistance Compact (EMAC) Mission Ready Package program and/or the increase to the capability and capacity of emergency management operations in the State of New Mexico;

WHEREAS, the review panel has met to consider the applications for certain designated NMTF1 equipment and make recommendations to the DHSEM Cabinet Secretary;

WHEREAS, the DHSEM Cabinet Secretary has reviewed and approved the recommendations of the review panel;

AND WHEREAS, the sub-grant recipient and sub-recipient, **CITY OF SANTA FE**, has been selected as a successful applicant to receive designated NMTF1 Equipment as provided for in Article 1 below;

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and the successful applicant, sub-grantee, sub-grant recipient, and sub-recipient, **CITY OF SANTA FE**, as follows:

ARTICLE 1: CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated herein by reference into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement

NMTF1 Equipment - USAR Inventory Kit No. USAR-091 – MISSION READY AREA-RAE KIT #2

NMTF1 Equipment - USAR Inventory Kit No. USAR-094 – MISSION READY CHEMICAL AGENT DETECTOR KIT- #2

NMTF1 Equipment - USAR Inventory Kit No. USAR-098 – MISSION READY NANO RAIDER ISOTOPE IDENTIFIER KIT

NMTF1 Equipment - USAR Inventory Kit No. USAR-108 – MISSION READY THERMAL IMAGING CAMERA KIT #1

DHSEM Notice of Sub Grant Opportunity

Sub Grant Application

Liability Acknowledgment Form

Note: At time of collection of equipment or asset, Addendum to include asset valuation will be furnished.

ARTICLE 2: SCOPE OF WORK

Subject to the terms and conditions of this agreement and in accordance with the terms and conditions of the MOA with FEMA, **CITY OF SANTA FE** shall possess and use the sub-granted and acquired NMTF1 Equipment, as identified in Article 1 above, for its original intent and purpose of Homeland Security emergency management, emergency response, urban search and rescue, or technical rescue-related initiatives.

ARTICLE 3: TITLE TO EQUIPMENT

Unless modified by future written agreement between DHSEM and the sub-grantee, **CITY OF SANTA FE** will hold vested conditional title to the equipment. Continued possession and vested conditional title to the sub-granted equipment identified in Article 1 above is expressly contingent upon the terms and conditions contained in this agreement. Vehicle titles transferred by DHSEM to the sub-grant recipient must acknowledge and register a lien against the vehicle by DHSEM unless released by DHSEM in a future agreement or modification of this agreement.

ARTICLE 4: EMAC/IMAS DEPLOYMENT REQUIREMENTS

Upon the request of the New Mexico Department of Homeland Security and Emergency Management, all assets acquired under this sub-grant agreement must be readily deployable to support emergency or disaster response operations per existing EMAC, IMAS and/or other mutual aid agreements. All assets acquired under this sub-grant agreement that may not be physically deployable, but support national response capabilities, including but not limited to interoperable communications systems, are considered shareable assets. Access to and use of these assets must therefore likewise be made readily available to other entities per DHSEM direction.

ARTICLE 5 : REPORTING REQUIREMENTS

The sub-grant recipient, CITY OF SANTA FE shall submit a written annual performance report each January 30 to the DHSEM Grant Specialist. The written annual performance report will document the sub-grant recipient's compliance with the terms and conditions of this agreement.

Additionally, the sub-grant recipient must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud in connection with, or misappropriation of, the equipment authorized under this sub-grant agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful execution of this agreement.

ARTICLE 6: EQUIPMENT MAINTENANCE

The sub-grant recipient, **CITY OF SANTA FE** shall be responsible for the proper maintenance and upkeep of the equipment provided under the terms and conditions of this sub-grant agreement. Any equipment found in disrepair will be recalled and returned to DHSEM by the sub-grant recipient in accordance with instructions provided to the sub-grant recipient by DHSEM.

ARTICLE 7: REIMBURSEMENTS

DHSEM will not reimburse the sub-recipient for any costs associated with the sub-grant recipient's possession of, use, maintenance, and vested conditional title to, the acquired equipment.

ARTICLE 8: SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management systems, and progress of project activities.

Monitoring may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 9: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 500 Subpart F. CITY OF SANTA FE will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as may be necessary for the State of New Mexico to comply with 2 CFR 500 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after CITY OF SANTA FE receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier.

ARTICLE 10: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient shall not dispose of any equipment acquired under this sub-grant unless authorized by DHSEM. Subject to the additional terms and conditions contained in this agreement, the sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguard property to prevent loss, damage or theft; utilize maintenance procedures to keep equipment in good working condition; and follow any disposition procedures approved by DHSEM. A Property Inventory Report shall be submitted to DHSEM annually each January 30. Continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without prior expressed written approval from DHSEM.

ARTICLE 11: NEPA/EHP COMPLIANCE

If applicable, the sub-recipient must provide information to DHSEM to assist with any legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The sub-recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

The sub-recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of DHSEM and FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Sub-recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in recall and return of the sub-granted equipment.

ARTICLE 12: RECORDKEEPING

The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337. The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and

equipment.

ARTICLE 13: NO WARRANTY

In exchange for acquisition of possession, use and vested conditional title to the equipment acquired under this sub-grant, the sub-grant recipient agrees to accept the equipment acquired under the sub-grant "as is" with no warranty from either FEMA or DHSEM attached to the equipment whatsoever.

ARTICLE 14: WAIVER OF LIABILITY

The sub-grant recipient will possess and use the property acquired under this sub-grant at their own-risk. The sub-grant recipient shall be responsible to acquire and maintain adequate liability insurance for any equipment acquired under this sub-grant. The sub-grant recipient will hold FEMA and DHSEM harmless for any damages caused by the possession or use of this equipment.

ARTICLE 15: AWARD MODIFICATION

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award. To be effective, any award modification must be written, reviewed, approved, and signed by both DHSEM and the sub-grant recipient.

ARTICLE 16: OTHER GENERAL PROVISIONS

- A. The **CITY OF SANTA FE** shall comply with Federal Civil Rights Laws and Regulations: *Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991.* **CITY OF SANTA FE** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- B. The **CITY OF SANTA FE** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEO) (for USDHS/DOJ grants). An EEO is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- C. The **CITY OF SANTA FE** certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- D. It is the responsibility of **CITY OF SANTA FE** to fully understand and comply with the requirements of:
 - **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements**, OMB Standard Form 4248 Assurances -Non-Construction Programs, OMB Standard Form 4240 Assurances - Construction Programs, 2 C.F.R. Part 200, 2 C.F.R. Part 3002, <https://www.federalregister.gov/documents/2014/12/19/2014-28697/federal-awarding-agency-regulatory-implementation-of-office-of-management-and-budgets-uniform>
 - **Whistleblower Protection Act**,
 - 10 U.S.C Section 2409, https://www.acquisition.gov/far/html/Subpart%203_9.html
 - 41 U.S .C. 4712, <https://www.gpo.gov/fdsys/granule/USCODE-2012-title41/USCODE-2012-title41-subtitle-divsnC-chap47-sec4712>

- 10 U.S.C. Section 2324, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title10/USCODE-2010-title10-subtitleA-partIV-chap137-sec2324>
- 41 U. S. C. Sections 4304 <https://www.gpo.gov/fdsys/pkg/USCODE-1998-title41/html/USCODE-1998-title41-chap7-sec423.htm>
- 41 U. S. C. Sections 4310, <https://www.gpo.gov/fdsys/granule/USCODE-2011-title41/USCODE-2011-title41-subtitleI-divsnC-chap43-sec4310>
- **Use of DHS Seal, Logo and Flags** - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
- **USA Patriot Act of 2001**, 18 U.S.C. Sections 175, 175c, <https://www.gpo.gov/fdsys/pkg/BILLS-107hr3162enr/pdf/BILLS-107hr3162enr.pdf>
- **Universal Identifier and System of Award Management (SAM)**, 2 C.F.R. Part 25, Appendix A, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr25_main_02.tpl
- **Reporting of Matters Related to Recipient Integrity and Performance**, 2 C.F.R. Part 200, Appendix IX, XII, <https://www.federalregister.gov/documents/2015/07/22/2015-17753/guidance-for-reporting-and-use-of-information-concerning-recipient-integrity-and-performance>
- **Rehabilitation Act of 1973, 29 U.S.C. Section 794**, <https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/pdf/USCODE-2010-title29-chap16-subchapV-sec794.pdf>
- **Trafficking Victims Protection Act of 2000**, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 175.15, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title22/USCODE-2010-title22-chap78-sec7104>
- **Terrorist Financing**, <http://www.state.gov/j/ct/rls/other/des/122570.htm>
- **SAFECOM**, <https://www.dhs.gov/safecom>
- **Reporting Sub-Awards and Executive Compensation**, http://www.ecfr.gov/cgi-bin/text-idx?SID=642add467031e0890f536fd54f4c389d&mc=true&node=ap2.1.170_1330.a&rgn=div9
- **Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act**, http://www.ecfr.gov/cgi-bin/text-idx?SID=2687e81e87f616171c67e1a97d9fe25d&node=se2.1.200_1322&rgn=div8
- <https://www.epa.gov/history/epa-history-resource-conservation-and-recovery-act>, Environmental Protection Agency (EPA) 40 C. F.R. Part 247, <https://www.gpo.gov/fdsys/pkg/CFR-2012-title40-vol26/xml/CFR-2012-title40-vol26-part247.xml>
- **Patents and Intellectual Property Rights**, http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title37/37cfr401_main_02.tpl
 - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq.
 - 37 C.F.R. Part 401
 - 37 C.F.R. Section 401.14
- **Lobbying Prohibitions**, 31 U.S.C. Section 1352, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title31/USCODE-2010-title31-subtitleII-chap13-subchapIII-sec1352/content-detail.html>
- **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**, <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>, <https://www.lep.gov/>
- **Hotel and Motel Fire Safety Act of 1990**, <https://www.gpo.gov/fdsys/pkg/STATUTE-104/pdf/STATUTE-104-Pg747.pdf>, **Federal Fire Prevention and Control Act of 1974, as amended**, 15 U.S.C. Section 2225 <http://legcounsel.house.gov/Comps/FIREPREV.PDF>
- **Fly America Act of 1974**, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118 <https://www.med.upenn.edu/orss/docs/FlyAmericaAct.pdf>, Comptroller General Decision B-138942 <http://www.gao.gov/products/441704>
- **Best Practices for Collection and Use of Personally Identifiable Information (PII)** - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

- **Americans with Disabilities Act of 1990**, 42 U. S. C. Sections 12101, 12213, <https://www.ada.gov/pubs/adastatute08.htm>
- **Age Discrimination Act of 1975**, Title 42 U.S. Code section 6101 et, https://www.dol.gov/oasam/regs/statutes/age_act.htm
- **Activities Conducted Abroad** - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Acknowledgment of Federal Funding from DHS** - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- **Federal Leadership on Reducing Text Messaging while Driving** , <https://www.whitehouse.gov/the-press-office/executive-order-federal-leadership-reducing-text-messaging-while-driving>
- **Federal Debt Status**, https://www.whitehouse.gov/sites/default/files/omb/assets/a129/rev_2013/pdf/a-129.pdf
- **False Claims Act and Program Fraud Civil Remedies**, 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812, <http://www.gao.gov/assets/590/587978.pdf>
- **Energy Policy and Conservation Act**, 42 U.S.C. Section 6201, <http://legcounsel.house.gov/Comps/EPCA.pdf>
- **Education Amendments of 1972 (Equal Opportunity in Education Act)**, 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19, <https://www.dol.gov/oasam/regs/statutes/titleix.htm>
- **Duplication of Benefits**, 2 C.F. R. Part 200, Subpart E , <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.5&rgn=div6>
- **Drug-Free Workplace Regulations**, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001, https://www.whitehouse.gov/sites/default/files/omb/assets/fedreg_2009/061509_drugfree.pdf
- **Debarment and Suspension**, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180, https://www.whitehouse.gov/sites/default/files/omb/assets/grants/111506_grants_full.pdf
- **Copyright**, 17 U.S.C. sections 401 or 402, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title17/USCODE-2010-title17-chap4-sec402>
- **Civil Rights Act of 1968**, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201, <https://www.law.cornell.edu/cfr/text/24/886.313>
- **Civil Rights Act of 1964 - Title VI**, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7 <https://www.dol.gov/oasam/regs/statutes/titlevi.htm>
- **DHS Specific Acknowledgements and Assurances**
 - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
 - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
 - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at crcl@hg.dhs.gov or by mail at **U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.**

- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.
- **Disposition of Equipment Acquired Under the Federal Award**, 2 C.F.R. Section 200.313, <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-313>
- **National Environmental Policy Act**, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, <https://ceq.doe.gov/>
- **Nondiscrimination in Matters Pertaining to Faith-based Organizations**, 6 C. F. R. Part 19 <https://www.federalregister.gov/documents/2015/08/06/2015-18257/nondiscrimination-in-matters-pertaining-to-faith-based-organizations>

ARTICLE 17: PENALTY FOR NON COMPLIANCE

Failure or inability of the sub-grant recipient to adhere to the terms and conditions of this agreement may result in the immediate recall and return to DHSEM of the acquired equipment. DHSEM will notify the sub-grant recipient of its decision in writing stating the nature and the reason for the prospective action, any corrective action required and the method, if any, of requesting reconsideration of the proposed sanction. The sub-recipient must respond within 5 days of receipt of notification.

ARTICLE 18: TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. Any equipment acquired under this sub-grant agreement may immediately revert to DHSEM at the option of DHSEM.

For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

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State of New Mexico
 DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
 P.O. Box 27111
 Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT
 2017 New Mexico USAR Asset Distribution Sub Grant
 Execution of Memorandum of Agreement with FEMA
 Distribution of New Mexico Task Force One Equipment
 Federal Grant No. Various CFDA No. Various

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the sub-grantee to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

SIGNATURE OF ACCEPTANCE

JURISDICTION SIGNATURES	
Signature of Emergency Management Program Manager	DATE
	7/31/17
Printed Name: David Silva	
Contact Number: 505 955 6987	e-Mail Address: dmsilva@sahsem.nm.gov
Signature of Jurisdiction Chief Financial Officer	DATE
	7/31/2017
Printed Name: Teresita Garcia for Adam Johnson	
Contact Number:	e-Mail Address: AKJohnson@santafe.nm.gov
Signature of Jurisdiction Signatory Official	DATE
	7/31/17
Printed Name: Brian K. Singer	
Contact Number:	e-Mail Address:

NM DHSEM SIGNATURES	
Signature of DHSEM Chief Financial Officer	DATE
Print Name: Sarah J. Peterson	
Signature of DHSEM Cabinet Secretary	DATE
Print Name: M. Jay Mitchell, Cabinet Secretary	

Please sign, scan and return via email attachment.

CITY OF SANTA FE:

CONTRACTOR:

Department of Homeland Security
And Emergency Management



BRIAN K. SNYDER, CITY MANAGER

NAME & TITLE

DATE: 07/21/2017

DATE: _____

ATTEST:

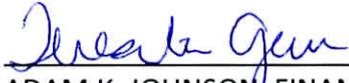
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

 7/28

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

 7/28/2017
boa ADAM K. JOHNSON, FINANCE DIRECTOR

Business Unit/Line Item:

City of Santa Fe New Mexico

Memo

Date: July 27, 2017

To: City Council
Finance Committee
Public Safety Committee

CC: Brian Snyder, City Manager

Via: Robert Rodarte, City of Santa Fe Purchasing Officer
Patrick Gallagher, Chief of Police 

From: Andrew Padilla, Deputy Chief of Police 

Re: Request to Purchase 30 Panasonic Toughbook CF-33 Tablets

Background/Summary:

The attached request is for the purchase of 30 Panasonic Toughbook CF-33 Tablets and all associated accessories for them. These tablets will be used by our patrol officers, animal services officers and public safety aides to document calls for service, monitor the calls for service, issue citations and photograph minor scenes with its built in camera and further assist them perform their daily duties.

The tablets will be purchased from Grants & Technology Veterans, LLC which has an active Statewide Price Agreement on file. This purchase allows for consistency with the current tablets within the Police Department's fleet.

Requested Action:

Please approve this request to purchase 30 Panasonic Toughbook CF-33 Tablets and all associated accessories for them for a total of \$132,940.00; funds are available in GRT BU/LI: 22210/572400.

Should you have any questions, I may be reached at 505.955.5102.



Grants & Technology Veterans, LLC
 P.O. Box 432, Elephant Butte, NM 87935



State of New Mexico Resident Bidder # 95R45
Resident Veteran Business Certificate #L1812526400
New Mexico State Contract #60-000-15-00032



QUOTE NUMBER: **17200-31**

DATE: **07/19/17**
 SALES REP. **Jeff Gallegos**

Name: Santa Fe Police Dept.
 Attn: Tristan Tortorici
 Address: 2515 Camino Entrada
 Santa Fe, NM 87507
 Phone: 505.231.5662
 Fax:
 E-mail: TORTORICI, TRISTAN D. <tdtortorici@ci.santa-fe.nm.us>

Please reference the above quote
 Number on your order

by Judy Wilde

These items are being quoted under the NASPO contracts as follows:

 NASPO Valuepoint Master Agreement
 #MNNWC-124

 NASPO NM Agreement #60-000-15-00008AY

Both contract numbers MUST be reference on your purchase order.

ITEM #	ESS #	DESCRIPTION	QTY	PRICE	TOTAL	COMMENTS
		PANASONIC TOUGHBOOK CF-33 SOLUTION				
1	CF-33LE-05VM	PANASONIC TOUGHBOOK CF-33 TABLET BUNDLE Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS), 4G LTE-Advanced Multi Carrier (EM7455), Hello Webcam, 8MP Cam, Fingerprint, 2D Bar Laser (N9603), Toughbook Preferred, 3 Year Public Sector Toughbook Service - Bundle C (Bundle Includes 3-Years of the following services: Protection Plus, Deployment/Imaging Service, No Hard Drive Return)	30	\$ 3,625.00	\$ 108,750.00	MSRP: \$5,712
2	CF-VEK331LMP	PANASONIC TOUGHBOOK CF-33 PREMIUM KEYBOARD Premium Keyboard for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial (USB), Power, Docking Connector, Kensington Lock, Tablet Release with Lock/Unlock, Latch Arm Forward or Reverse-dockable to Convertible Mode	30	\$ 475.00	\$ 14,250.00	MSRP: \$670
3	CF-SVCLTEXT2Y	PANASONIC : Extended Warranty - Laptop (Years 4 & 5) This item extends the standard 3 Year Toughbook Preferred warranty to 5 years. This is the Extended Warranty only.	30	\$ 320.00	\$ 9,600.00	MSRP: \$350
4	CF-VEB331U	Desktop Dock for CF-33. Requires Premium Keyboard (sold separately). Ethernet (2), HDMI, VGA, USB 2.0 (4), USB 3.0 (2), Serial, Power, Docking Connector, Kensington Lock, Release Lever and Power Button. **No AC Adapter included**	1	\$ 340.00	\$ 340.00	MSRP: \$399
		SUBTOTAL			\$ 132,940.00	
		If Taxable enter 1 next col. No				
		SHIPPING/HANDLING				
		Tax @ 8.1875% Elephant Butte, NM			\$ -	
		TOTAL ORDER			\$132,940.00	

NOTE: PRICING IS VALID FOR 30 DAY FROM DATE ON QUOTE

NOTE: The pricing and services quoted represent GTV's best price for the items listed. Any deviation from the items listed or from the services being provided represent a "CHANGE ORDER" and will be dealt with on a separate Purchase Order or Agreement.

IF YOU HAVE ANY PROBLEM RECEIVING OR READING THIS QUOTE,
 OR IF YOU HAVE ANY QUESTIONS, PLEASE CALL 505-889-3900.

PURCHASE ORDERS MAY BE FAXED TO US AT (505) 883-8986,
 OR E-MAILED DIRECTLY TO: GTV.Judy@yahoo.com



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment Coversheet

Awarded Vendor
0000073372
Panasonic Corporation of North America
Two Riverfront Plaza
Newark, NJ 07102
Telephone No. (201) 325-1181

NASPO Master Agreement No.: **MNWNC-124**

Price Agreement Number: **60-000-15-00008AY**

Price Agreement Amendment No.: **Three**

Term: **June 19, 2017 - March 31, 2018**

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local
public bodies allowed by law.
Invoice:
As Requested

Procurement Specialist: Teri Arevalo

Telephone No.: (505) 827-0266

Title: **Computer Equipment, Peripherals, and Related Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is to modify the primary contact listed in the Participating Addendum, Amendment Number One for Portable Computer System Inc. (PCS) Mobile.

From: Mark Stefanowski
12000 W Mississippi Ave.
Denver, CO 80223
(303) 520-8054
Marks@pcsmobile.com

To: Kathy Pakkebieer
12000 W Mississippi Ave.
Denver, CO 80223
(303) 522-3950
Kathyp@pcsmobile.com

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 5/31/2017

Category 23E- Laptops, Units, Accessories and Services	As of July 2017								
Manufacturer SKU	Manufacturer Name	Product Name	Product Description	Unit of Measure	MSRP	Discount off MSRP	NASPO Contract Price		
CF-54F1448VM	Panasonic	Semi Rugged Toughbook	Win10 Pro, Intel Core i5-6300U 2.40GHz, vPro, 14.0" FHD, Gloved Multi Touch, 500GB(7200rpm), 8GB(4+4), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:GPS/Ch2:WWAN), GPS, Emissive Backlit Keyboard, No DVD Drive, Toughbook Preferred	Each	3019.00	13%	2626.53		
CF-54D9-02KM	Panasonic	Semi Rugged Toughbook	Customer Specific Jacksonville PD, Win7 (Win10 Pro COA), Intel Core i5-6300U 2.40GHz, vPro, 14.0" HD, Prime, 128GB SSD, 8GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:GPS/Ch2:WWAN), GPS, Fingerprint, Emissive Backlit Keyboard, DVD Multi-drive, Webcam, Toughbook Preferred, Factory Model - CF-54D9533KM for JSO with lifetime technical support, 5 year protection plus, 5 year no return of ssd, 3 year battery warranty.	Each	4461.00	13%	3881.07		
CF-54DP169VM	Panasonic	Semi Rugged Toughbook	Win10 Pro, Intel Core i7-6600U 2.60GHz, vPro, 14.0" HD, Prime, 512GB SSD, 16GB(8+8), Intel WiFi a/b/g/n/ac, TPM2.0, Bluetooth, 4th USB, VGA, Serial, Insertable Smartcard (Flush Mount), Emissive Backlit Keyboard, DVD Multi-drive, Toughbook Preferred	Each	4519.00	13%	3931.53		
CF-54D9530KM	Panasonic	Semi Rugged Toughbook	Win7 (Win10 Pro COA), Intel Core i5-6300U 2.40GHz, vPro, 14.0" HD, Prime, 256GB SSD, 8GB(4+4), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, 4G LTE Multi Carrier (EM7355), Dual Pass (Ch1:GPS/Ch2:WWAN), Emissive Backlit Keyboard, DVD Multi-drive, Webcam, Toughbook Preferred	Each	3136.00	13%	2728.32		

CF-33LE-00VM	Panasonic	Toughbook Tablet	Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel Wi-Fi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS), 4G LTE-Advanced Multi Carrier (EM7455), Hello Webcam, 8MP Cam, Contactless SmartCard, Toughbook Preferred, 3 Year Public Sector Toughbook Service - Bundle C	Each	4622.00	12%	4067.36
CF-33LE-02VM	Panasonic	Toughbook Tablet	Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel Wi-Fi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:dGPS), 4G LTE-Advanced Multi Carrier (EM7455), dGPS, Hello Webcam, 8MP Cam, Contactless SmartCard, Toughbook Preferred, 3 Year Public Sector Toughbook Service - Bundle C	Each	5022.00	12%	4419.36
CF-33LE-05VM	Panasonic	Toughbook Tablet	Public Sector Specific, Win10 Pro, Intel Core i5-7300U 2.60GHz, vPro, 12.0" QHD Gloved Multi Touch+Digitizer, 8GB, 256GB SSD, Intel Wi-Fi a/b/g/n/ac, TPM 2.0, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS), 4G LTE-Advanced Multi Carrier (EM7455), Hello Webcam, 8MP Cam, Fingerprint, 2D Bar Laser (N6603), Toughbook Preferred, 3 Year Public Sector Toughbook Service - Bundle C	Each	5252.00	12%	4621.76

Category 3M- Tablets	As of July 2017	Per State Approval to lift \$5,000 peripheral based on Each State's approval					
Manufacturer SKU	Manufacturer Name	Product Name	Product Description	Unit of Measure	MSRP	Discount off MSRP	NASPO Contract Price
CF-19Zfq017M	Panasonic	Toughbook Tablet	Customer Specific, No Wireless, Win7 Embedded, Intel Core i5-3610ME 2.7GHz, No vPro, 10.1" XGA Touch, 4GB, 500GB(7200rpm), No WLAN, No TPM, No Bluetooth, Dual Pass (Ch1:WWAN/Ch2:Wi-Fi), No Expresscard, No DVD Drive, Toughbook Preferred, Not compatible with Microsoft Office	Each	3629.00	12%	3193.52
CF-20A0236VM	Panasonic	Toughbook Tablet	Win10 Pro, Intel Core m5-6Y57 1.10GHz, vPro, 10.1" WUXGA 10-pt Gloved Multi Touch, 8GB, 256GB SSD, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Ch1:WWAN/Ch2:WWAN), 2D Bar Laser (N6603), Insertable Smartcard, Webcam, No Rear Camera, Emissive Backlit Keyboard, Toughbook Preferred	Each	4599.00	12%	4047.12

CF-VVK332M	Panasonic	Toughbook Accessory	33 Vehicle Dock Adapter (VDA) Bundle - single pass. For CF-33. Includes Lite Keyboard. USB 2.0, Single RF, Docking Connector, Key Lock, Tablet Release with Lock/Unlock, Keyboard Release. VDA fits in any Gamber-Johnson/Havis 31 Vehicle Dock (sold separately). Coil cable not included.	Each	650.00	11%	578.50
CF-VEK331LMP	Panasonic	Toughbook Accessory	Premium Keyboard for CF-33. Emissive Red Backlit (4 levels). Handle/kickstand - display can be opened to any angle. Compatible with Tablet, 33 Laptop Vehicle Dock, and 33 Desktop Dock. Ethernet, SDXC (full-size), HDMI, VGA, USB 2.0, USB 3.0 (2), Serial (USB), Power, Docking Connector, Kensington Lock, Tablet Release with Lock/Unlock, Latch Arm. Forward or Reverse-dockable to Convertible Mode	Each	670.00	11%	596.30
CF-H-PKG-PSM-153	Panasonic	Toughbook Accessory	Havis Bundled Kit for Vehicle Mounting includes Heavy Duty Passenger Side Base, Telescoping Pole with adjustable height (handle not included), Fixed Top Offset Platform and Tilt Swivel Motion Device for the 2012 - 2013, 2015 Ford Police Interceptor Utility (FPIU) and Explorer. Ideal for Mounting Havis Toughbook Certified Vehicle Docking Stations or Cradles that support the Panasonic Models: CF-18, CF-19, CF-30, CF-31, CF-52, CF-53, CF-C1, CF-F9, CF-H2, CF-S10, CF-U1 & FZ-A1 Computers / Tablets.	Each	332.85	11%	296.23
CF-VNT002U	Panasonic	Toughbook Accessory	Tether for CF-33, CF-31, CF-30, CF-20, CF-19, CF-53, CF-U1, FZ-M1	Each	11.00	11%	9.79
SEA-31HD500E	Panasonic	Toughbook Accessory	Seagate 500GB Laptop Thin HDD (7200RPM/600MBps) ST500LM024 FIPS Drive for CF-31 Mk1, Mk2, Mk3, Mk4, Mk5	Each	260.00	11%	231.40
FZ-VEBA21U	Panasonic	Toughbook Accessory	Cradle for FZ-A2 Mk1	Each	379.00	11%	337.31
CF-H-C-MH-1001	Panasonic	Toughbook Accessory	Forklift fixed overhead mounting package for convertible laptop or tablet. Used to mount Havis, Inc. tablet mounts or other products with VESA 75 hole pattern.	Each	148.00	11%	131.72
GJ-N1-VD0	Panasonic	Toughbook Accessory	Gamber-Johnson vehicle dock (no pass) for the Panasonic FZ-N1 and FZ-F1. Docking Connector, Power, Release Lever, Lock (Keyed alike).	Each	433.00	11%	385.37
CF-BAZ1508	Panasonic	Toughbook Accessory	8GB Memory, CF-19MK8, CF-53MK4, CF-54MK2	Each	170.00	11%	151.30

CF-SVC512SSD5Y	Panasonic	Toughbook Service	512GB SSD - Toughbook No return of defective drive (Years 1,2,3,4 & 5)	Each	275.00	0%	275.00
CF-SVC HDDNR5Y	Panasonic	Toughbook Service	500GB HDD - Toughbook No return of defective drive (Years 1,2,3,4 & 5)	Each	115.00	0%	115.00
FZ-SVC128SSD5Y	Panasonic	Toughbook Service	128GB SSD - Toughpad No return of defective drive (Years 1,2,3,4 & 5)	Each	140.00	0%	140.00
CF-SVCASSETPP	Panasonic	Toughbook Service	Configuration Center - Asset Tagging with reporting post production	Each	18.00	0%	18.00
CF-SVCFES100	Panasonic	Toughbook Service	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per Unit Price w/completed SOW)	Each	135.00	0%	135.00
CF-SVCFES80	Panasonic	Toughbook Service	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per Unit Price w/completed SOW)	Each	110.00	0%	110.00
CF-SVCFES20	Panasonic	Toughbook Service	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per Unit Price w/completed SOW)	Each	35.00	0%	35.00
CF-SVCFES40	Panasonic	Toughbook Service	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per Unit Price w/completed SOW)	Each	60.00	0%	60.00
CF-SVCFES60	Panasonic	Toughbook Service	Field Engineering Support for customers to be used for deployment support based on needs analysis (Per Unit Price w/completed SOW)	Each	85.00	0%	85.00
CF-SVCLTEXT2Y	Panasonic	Toughbook Service	Extended Warranty - Laptop (Years 4 & 5)	Each	350.00	0%	350.00
ST-LARNETMSVR	Panasonic	Toughbook Service	NetMotion Mobility High Availability Server License	Each	9322.50	0%	9322.50
ST-LARNETMM100	Panasonic	Toughbook Service	NetMotion Mobility + 3 Years Support & Maintenance (100+)	Each	447.48	0%	447.48
ST-LARNETMM2599	Panasonic	Toughbook Service	NetMotion Mobility + 3 Years Support & Maintenance (25-99)	Each	587.32	0%	587.32
ST-LARNETMD100	Panasonic	Toughbook Service	NetMotion Mobility + Diagnostics + 3 Years Support & Maintenance (100+)	Each	559.35	0%	559.35
ST-LARNETMD2599	Panasonic	Toughbook Service	NetMotion Mobility + Diagnostics + 3 Years Support & Maintenance (25-99)	Each	708.51	0%	708.51



CF-VNP023U	Panasonic	Toughbook Accessory	Replacement digitizer pen for CF-33 Mk1, CF-20 Mk1 (Gloved Multi Touch + Digitizer model). Waterproof – meets IP54	Each	59.00	11%	52.51
CF-H-PKG-KB-201	Panasonic	Toughbook Accessory	Havis rugged keyboard and keyboard mounting system. This package includes Havis rugged USB backlit keyboard and keyboard mount. For CF-30, CF-31, CF-18, CF-19, CF-U1, FZ-G1, FZ-M1, CF-53, CF-54, FZ-A1, CF-H2, JT-B1	Each	661.66	11%	588.88
CF-VEB331U	Panasonic	Toughbook Accessory	Desktop Dock for CF-33. Requires Premium Keyboard (sold separately). Ethernet (2), HDMI, VGA, USB 2.0 (4), USB 3.0 (2), Serial, Power, Docking Connector, Kensington Lock, Release Lever and Power Button. **No AC Adapter included**	Each	399.00	11%	355.11
CF-VKB331M	Panasonic	Toughbook Accessory	Lite Keyboard for CF-33. Emissive red backlit (4 levels), Foot kickstand - display opens to 100 degree angle. Compatible with Tablet and 31 Vehicle Dock Adapter (VDA). Forward-dockable only.	Each	300.00	11%	267.00
CF-VST332U	Panasonic	Toughbook Accessory	Rotating Hand Strap for CF-33. Not compatible with 33 Vehicle Tablet Dock when using CF-33 with both Long Life Battery and Rotating Hand Strap. Includes stylus pen holder and kickstand.	Each	99.00	11%	88.11
CF-VZSU1BW	Panasonic	Toughbook Accessory	Long Life Battery for CF-33. Not compatible with CF-33s that do not have tall bottom panel. Not compatible with 33 Vehicle Tablet Dock when using CF-33 with both Long Life Battery and Rotating Hand Strap.	Each	149.00	11%	132.61
CF-H-C-DMM-123	Panasonic	Toughbook Accessory	Havis swing out dash monitor mount base positions computer monitor in a safe, convenient line of sight with spring latch that easily secures monitor when pushed into closed position. Designed specifically for the 2013-2014 Ford Interceptor Utility.	Each	282.36	11%	251.30
CF-VVK331M	Panasonic	Toughbook Accessory	33 Vehicle Dock Adapter (VDA) Bundle - dual pass. For CF-33. Includes Lite Keyboard, USB 2.0, Dual RF, Docking Connector, Key Lock, Tablet Release with Lock/Unlock, Keyboard Release. VDA fits in any Gamber-Johnson/Havis 31 Vehicle Dock (sold separately). Coil cable not included.	Each	650.00	11%	578.50





State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
15 Vendors
Telephone No.:

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Three

Term: March 21, 2016 through March 22, 2018

Ship To: All State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law.

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice: As Requested

Title: **Police Vehicle Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from March 22, 2017 to March 22, 2018 at the same price, terms and conditions.

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/29/2017

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
KS



State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000116813
Code 3 Service, LLC.
3300 Columbia Dr. NE. STE B
Albuquerque NM 87107

Telephone No.: 505-407-2310

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: Two

Term: March 21, 2016 through March 22, 2017

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
As Requested

Title: Police Vehicle Equipment

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof and is issued to reflect the following effective immediately:

The following changes are for Vendor AD, Code 3 Service, LLC.:

Change the address from: 323 Industrial Ave NE to: 3300 Columbia Dr NE Suite B. The city, state, zip and telephone number remain the same.

Add the following manufacturer discounts on page 18: Gambler Johnson - 35%, Troy Products - 30%, Havis - 25%.

Remove Soundoff manufacturer listed for the Visual and Audio Warning Systems, Parts, Supplies and Labor.

Add the following manufacturers on page 28: OPS - 15%, Setina - 20%, Pro-Gard - 20%, Troy Products - 30%, Jotto - 30%, 911 Circits - 20%, Others not listed - 5 to 30%.

Remove GeTac Veretos from the In-Vehicle Camera Wireless Upload and the In-Vehicle Camera No Wireless.

On page 37 add Digital Ally - 5%

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico


New Mexico State Purchasing Agent

Date: 11/28/2016



State of New Mexico
General Services Department
Purchasing Division

GSD/PD (Rev. 01/11)

Statewide Price Agreement Amendment

Awarded Vendor:
0000125381
WAC Upfitters, LLC.
8516 Calle Alameda NE
Albuquerque NM 87113

Telephone No.: 505-331-4470

Price Agreement Number: 60-000-15-00032

Price Agreement Amendment No.: One

Term: March 21, 2016 through March 22, 2017

Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public bodies
allowed by law.

Procurement Specialist: Kathy Sanchez

Telephone No.: (505) 827-0487

Invoice:
As Requested

Title: **Police Vehicle Equipment**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

This amendment is issued to reflect the following effective:

Correct information for vendor AO to: Vendor #0000125381, WAC Upfitters, LLC., Telephone #505-331-4470

The provisions of the Price Agreement shall remain in full force and effect, except as modified by this amendment.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 3/29/2016

Purchasing Division, 1100 St. Francis Drive 87505, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472
KS



**State of New Mexico
General Services Department**

Statewide Price Agreement

**Awarded Vendor
15 Vendors**

Telephone No. _____

Price Agreement Number: **60-000-15-00032**

Payment Terms: **Net 30**

F.O.B.: **Destination**

Delivery: **As requested by user agency**

**Ship To:
All State of New Mexico agencies, commissions,
institutions, political subdivisions and local public
bodies allowed by law.**

Procurement Specialist: **Kathy Sanchez**

Telephone No.: **505-827-0487**

**Invoice:
As Requested**

Title: Police Vehicle Equipment

Term: March 21, 2016 through March 22, 2017

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico



New Mexico State Purchasing Agent

Date: 03/08/2016

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-000-15-00032

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Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor,

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 60-000-15-00032

Page-3

such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. **Contractor Personnel:** Personnel proposed in the Contractor's written proposal to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. **Subcontracting:** The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. **Records and Audit:** The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurenemexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing

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Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Two (2) copies of the Pay Equity Worksheet shall be submitted prior to Award by the prospective Awarded Vendor.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/statepurchasing/Pay_Equity.aspx

Statewide Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement all State of New Mexico agencies, commissions, institutions, political subdivisions and local bodies allowed by law may issue orders for items and/or services described herein. The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be as listed under Article IX - Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by the New Mexico State Purchasing Agent, his/her designee or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order.

Article II – Term

The term of this Price Agreement, for issuance of orders, shall be as indicated in the specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX-Price Schedule. Orders issued against this schedule will show the applicable Price Agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the following instructions: Shipment shall be made only against specific orders which the user may place with the Contractor during the term; The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item; Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent or his/her designee must be notified.

Article V – Termination

This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided in the bid and price agreement specifications.

Article VII – Issuance of Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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(AF) 0000051541

Don Chalmers Ford-dba MHQ of New Mexico
5601 Balloon Fiesta Parkway Suite C

Payment Term: Net 30
FOB: Destination
Delivery: ARO 30 days

505-821-0667

Email:
jgranger@mhqnm.com

Contact: John Granger

(AG) 0000091507

Federal Signal Corporation
2645 Federal Signal Drive
University Park, IL 60484-3167
505-220-4557

Payment Term: Net 30
FOB: Desitnation
Delivery: 30 days ARO

Email: kbentz@federalsignal.com

Contact: Karl A. Bentz

(AH) 0000084133

Grants & Technology Veterans, LLC

PO Box 432
Elephant Butte, NM 87935
505-480-6468
Email: tgif@zianet.com

Payment Term:
FOB: Destination
Delivery: FOB destination
10%

Contact: Tony Grundler

(AI) 0000015546

Kustom Signals, Inc
9652 Loiret Boulevard

Payment Term: Net 30
FOB: Destination
Delivery: Within 45 days after receipt of order

Lenexa, KS 66219
800-458-7866

Email: sales@kustomsignals.com

Contact: Ivan Daza

(AJ) 0000010378

L3 Mobile-Vision
400 Commons Way, Suite F
Rockaway, NJ 07866
800-336-8475

Payment Term: Net 30
FOB: Destination
Delivery: 36-60 days after receipt of PO

Email: lance.martin@l-3com.com

Contact: Leo Lorenzetti

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To establish a price agreement for police vehicle equipment, parts and labor. The purpose of the specifications is to establish acceptable products to be installed in New Mexico State Police and other law enforcement vehicles. The equipment categories will include 1) computer stands, consoles, modems, accessories and labor; 2) visual and audio warning systems, parts, supplies and labor; 3) in-car digital camera, equipment and labor; and 4) decals, wraps, stripes, letters and labor. The average order for the above equipment is 60-100 per year.

The term of this price agreement shall be for one (1) year from date of award with an option to extend for a period of up to five (5) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Director at the same price, terms, and conditions. This agreement shall not exceed six (6) years.

Brand Name or Equal:

The use of a brand name is for the purpose of describing the standard of quality, performance and a characteristic desired and is not to limit or restrict competition.

Ornamentation/Advertising:

The New Mexico State Police or any other agency utilizing this agreement shall in no way be referenced to endorse or advertise any product or service in any manner.

Please note: Vendors must bid specifically as requested in bid specifications. Bidders are encouraged to submit descriptive literature with their bid.

Award:

In order to provide the using agencies with the widest possible variety of goods and services multiple awards may be issued for ALL items. Bid responses must include a firm fixed fully loaded price to include all overhead, shipping and any other associated cost. Determination for award shall be based upon the lowest total cost of each item listed per category or based upon the total lowest cost per category and the bidder's abilities to meet the "minimum and submittal requirements" of the Invitation to Bid, whichever is in the best interest of the State of New Mexico.

Specifications for Computer Stands, Consoles, Modems and Accessories:

Computer stands:

Only complete computer stands, with brackets and hardware, will be accepted. Items must be standard production items and may not be specially built for this bid. Bids must be for the complete unit that includes the adjustable major portion of the computer stand. Units must be packaged to protect the stand, brackets and hardware.

Computer Stand Specifications:

1. The stand must be made of a durable heavy duty construction.
2. The computer stand must be designed for proper fit in law enforcement vehicles.
3. Computer mounts to attach to passenger side factory seat bolts.
4. Should have a 9" swing and 9" slide arms to be able to rotate 360 degrees.
5. Designed to extend a minimum of 8"
6. Designed to allow computer mount to be centered over console, out of passenger area.
7. Pivot mount bolted to slide arm for docking stations, laptops, keyboards and 2 piece computers.

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8. Must have support brace to minimize vibrations.

Consoles:

Consoles must be able to contain and protect wiring and equipment installed in the equipment consoles. (Installed equipment to include but not be limited to: lighting controls, siren, radio, and other controls as applicable).

Only **complete** consoles with faceplates, brackets and hardware, will be accepted. Bids must be for the complete unit that includes the adjustable major portion of the consoles. Units must be packaged to protect the console, faceplates, brackets and hardware.

Console Specifications:

1. The console must contain heavy duty material to withstand police use.
2. The console must be designed for proper fit in police pursuit vehicles and must be compatible with the computer stand.
3. Must have a cup holder, arm rest, map light and accessory power supply.
4. The console must contain the faceplates, brackets and hardware.

Modems:

Only **complete** modems, with connecting cables and mounting hardware, will be accepted. Items must be standard production items and may not be specially built for this bid. Bids must be for the complete unit that includes the adjustable major portion of the modem. Units must be individually packaged to protect the modem, cables and hardware.

Modem Specifications:

1. The modem must contain an Ethernet Interface with DC power cable.
2. The modem antenna must be dual band and bolt mount.
3. The modem must come with all needed Ethernet Cables and hardware.

CITY OF SANTA FE OTHER METHOD PROCUREMENT CHECKLIST

Contractor Name: Grants + Technology Veterans LLC

Procurement Title: Purchase of Computers

Other Methods: State Price Agreement Cooperative Sole Source Exempt Other

Department Requesting/Staff Member Police Dept.

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Departments Recommendation of Award Memo addressed to Finance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Nancy L. J. Perez Fiscal Administrator
 Department Rep Printed Name and Title

[Signature]
 Department Rep Signature attesting that all information included

[Signature]
 Purchasing Officer attesting that all information is reviewed

REQUIRED DOCUMENTS FOR OTHER METHOD FILE*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval of exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Copies of all Sole Source submittals

*

Other: _____

AWARD*

YES N/A

Fully executed Memo to Committees from the Department with recommendation of award
 Other: _____

CONTRACT*

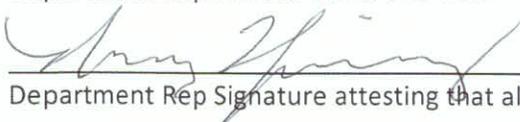
YES N/A

Copy of Executed Contract
 Copy of all documentation presented to the Committees
 Finalized Council Committee Minutes
 Other: _____

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

Create a separate file folder which may contain any documents with trade secrets or other competitively sensitive, confidential or proprietary information.

NANCY L Jimenez Fiscal Administrator
Department Rep Printed Name and Title


Department Rep Signature attesting that all information included