



# Agenda

**PUBLIC SAFETY COMMITTEE**  
**Tuesday, December 17, 2019, 4:00 PM**  
**City Council Chambers**  
**200 Lincoln Avenue, Santa Fe, NM 87501**

1. Roll Call
2. Approval of Agenda
3. Approval of the September 17, 2019 Minutes
4. New Business/Action Items:
  - A. CONSIDERATION OF BILL NO. 2019-34: AN ORDINANCE AMENDING SECTION 24-4.3 TO PROVIDE THAT THE CITY MANAGER APPOINTS THE HEARING OFFICER INSTEAD OF THE PRESIDING JUDGE OF THE CIVIL DIVISION OF DISTRICT COURT; AND AMENDING SUBSECTION 24-4.5(H) TO REMOVE INCREASED FINES FOR SUBSEQUENT STOP VIOLATIONS WITHIN A TWO-YEAR PERIOD. (Councilor Lindell) (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 955-5040)
  - B. REQUEST FOR THE APPROVAL OF PROFESSIONAL SERVICES AGREEMENT-AMERICAN TRAFFIC SOLUTIONS DBA VERRA MOBILITY (RFP 18/27/P) FOR THE SANTA FE TRAFFIC OPERATIONS PROGRAM (STOP) (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 955-5040)
  - C. REQUEST FOR APPROVAL OF STATE PRICE AGREEMENT AND GSA SCHEDULE FOR \$204,340.87 TO PURCHASE MOBILE VIDEO TRAILERS FROM SCI INC. (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 955-5040)

**PRESENTATIONS**

- A. POLICE FOUNDATION REPORT/EVIDENCE ROOM CONCERNS (Ben Valdez, Deputy Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 955-5040)
  - B. UPDATE ON SFFD MOBILE INTEGRATED HEALTH OFFICE (Andres J. Mercado, Battalion Chief, [ajmercado@santafenm.gov](mailto:ajmercado@santafenm.gov), 955-3604)
  - C. HEALTH, SAFETY, AND COMPLIANCE OFFICER (Barbara Lujan; Health, Safety and Compliance Officer, [bjlujan@santafenm.gov](mailto:bjlujan@santafenm.gov), 955-6582)
5. Matters from Police, Chief Andrew Padilla
  6. Matters from Fire, Chief Paul Babcock
  7. Matters from the Regional Emergency Communications Center, Vanessa Marquez
  8. Municipal Court Report
  9. Communications from the Floor
  10. Matters from Committee Members
  11. Adjournment

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<b>RECEIVED AT THE CITY CLERK'S OFFICE</b>	
<b>DATE:</b>	<b>December 11, 2019</b>
<b>TIME:</b>	<b>10:39 AM</b>

**SUMMARY INDEX  
PUBLIC SAFETY COMMITTEE  
Tuesday, September 17, 2019**

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**MINUTES OF THE CITY OF SANTA FE  
PUBLIC SAFETY COMMITTEE  
Tuesday, September 17, 2019**

A meeting of the City of Santa Fe Public Safety Committee was called to order by Chair Christopher M. Rivera, on Tuesday, September 17, 2019, at 4:00 p.m., in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

**1. ROLL CALL**

**MEMBERS PRESENT:**

Christopher M. Rivera, Chair  
Frank (Joe) Arellano  
Michael Bowen  
Gerald Joyce  
Dr. Nancy Owen-Lewis  
Peter D. Mizrahi  
Stephen Tapke

**MEMBERS EXCUSED:**

Herbert L. Harris, Jr.  
Dr. Mike Mier

**OTHERS PRESENT:**

Captain Anthony Tapia, Santa Fe Police Department  
Chief Paul Babcock, Santa Fe Fire Department  
Jessica Pfeiffer, Office Manager, Santa Fe Police Department  
Melissa Byers, Stenographer

There was a quorum of the Committee in attendance for the conducting of official business.

**2. APPROVAL OF AGENDA**

MOTION: Member Bowen moved, seconded by Member Owen-Lewis, to approve the Agenda as published.

VOTE: The motion was approved unanimously on a voice vote.

**3. APPROVAL OF THE MAY 21, 2019 MINUTES**

MOTION: Member Tapke moved, seconded by Member Joyce, to approve the minutes of the meeting of May 21, 2019 as presented.

VOTE: The motion was approved unanimously on a voice vote.

**4. NEW BUSINESS/ACTION ITEMS:**

- A. **CONSIDERATION OF BILL NO. 2019-28: AN ORDINANCE REPEALING SECTION 24-9 SFCC 1987 REGARDING THE VEHICLE FORFEITURE ORDINANCE; AND LIMITING THE USE OF FUNDS REMAINING IN THE PROGRAM ACCOUNT FROM FORFEITURES THAT OCCURRED PRIOR TO THE ESPINOZA CASE.** (Mayor Webber) (Mike Prinz, Assistant City Attorney, mnprinz@santafenm.gov, 955-6554)

Member Owen-Lewis suggested the Committee learn the process and how the remaining funds would be used. The major areas: enforcement, education, prevention, and treatment were too broad, and they should know specific amounts for each category.

Captain Tapia offered to get the information to present at the next meeting.

Chair Rivera asked about employees in the STOP (forfeiture) program.

Captain Tapia explained one employee had left the agency and another is closing out the files. He said she had several offers of employment within the City.

Member Tapke asked if forfeitures would be pursued through the State or federal process, or another way. Captain Tapia did not know and offered to get the information.

Member Bowen commented that legislative amendments and the new bill made it difficult to do forfeiture under State statute. The federal law is specific about where funds go and has to be to the agency involved. He thought it was a problem because the State Act requires proceeds by the City to go to the State General Fund.

Captain Tapia said the City Attorney's Office had planned to present the item and he was not prepared and did not have a lot of information.

Chair Rivera said the program has ceased and they had time to wait for more information before proceeding.

Chair Rivera noted the impound lot used for the DWI Forfeiture Program on South Meadows is empty. He asked if the land was still needed, or if they could pursue other avenues. One lot is filled but the other appears to have nothing but weeds.

Captain Tapia said the lot holds the overflow of decommissioned police units, mobile camera trailers and traffic vehicles and DWI trailers. The Bike Units use the on-site garage for storage and maintenance and Emergency Management holds vehicles and trailers there.

Chair Rivera asked Captain Tapia to ask about the lot. The lot could be an opportunity for more officers who want to live in mobile homes.

**MOTION:** Member Tapke moved, seconded by Member Owen Lewis, to postpone the ordinance until the next meeting while awaiting information.

**VOTE:** The motion passed by majority voice vote. Member Bowen voted against.

- B. REQUEST FOR APPROVAL OF THE PROCUREMENT USING STATE PRICE AGREEMENT IN THE TOTAL AMOUNT OF \$1,934,414.50 FOR POLICE VEHICLE REPLACEMENTS FROM DON CHALMERS AND THE REQUIRED EQUIPMENT AND INSTALLATION FOR THOSE VEHICLES FROM VARIOUS VENDORS. (Benjamin Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 955-5040)

Captain Tapia reviewed the request of 12 Ford 150 trucks; 14 Ford Explorers; 4 Ford Fusions and the equipment to accompany the vehicles. A one for one exchange for their current 6 Ford 250s will be made for Ford 150 trucks. The special weapons and tactics team uses the trucks, and one is used by the explosive ordinance disposal team. Also 6 are being considered for Patrol Safety Aides to replace the Ford Taurus that is discontinued. The Ford Explorers are standard police vehicles and the Ford Fusion vehicles will be assigned to administrative or investigative personnel.

The Finance Committee asked, when the request was presented to them, that their questions be shared with this Committee. The replacement plan reserve should be 13% and is currently at 3%. The use of the trucks instead of the sedans is because the Taurus is no longer produced, and they opted to go with the Ford Explorer. The difference between a Patrol Safety Aide and a Public Safety Aide is that Public Safety Aides are attached to the traffic division for traffic control, escorts, etc. Patrol Safety Aides will be attached to a patrol team and transport equipment such as mobile camera trailers and large evidence items that would not fit inside a patrol vehicle.

Public Safety Aides have limited hours, but Patrol Safety Aides work many more hours to assist the patrol teams. They are used in events such as the recent flood to move large numbers of personnel or larger items/equipment. The color of the Police vehicles will be all black and Public and Patrol Safety Aides vehicles will be white.

Member Joyce inquired about the previous year's vehicles and was told most of them are in service. He asked who would outfit the new vehicles. He recalled an issue that they had to be sent to a private industry in Albuquerque.

Mr. Sanchez stated the packet indicates MHQ in Albuquerque. He assured the Committee a penalty clause could be pursued if delivery was not timely.

Member Arellano asked if the Patrol Aides are police officers.

Captain Tapia explained aides are not officers, they are 3-year term employees in an entry level position. They are required to apply and be hired at the end of three years as a fully commissioned police officer. The Aides starting salary is \$18.61.

Member Tapke noted the request also includes 26 laptops because of incompatibility with the new CAD system. He asked the Captain to elaborate.

Captain Tapia explained the City entered into an agreement with the new One Solution CAD Dispatch System. The CF30s are not compatible and the system requires an upgrade to CF31s or CF33s. The 26 computers are for 12 Ford 150s and 14 Ford Explorers identified by a recent audit as incompatible. They estimated 40 vehicles are incompatible but 20-25 may need to be replaced prior to the CAD roll-out.

Member Tapia asked if funding was available for the 20 incompatible computers not included in the proposal. He was told IT is looking into various funding for the laptops.

Member Tapia asked Chief Babcock if the fire department had the same issue.

Chief Babcock replied they do not. Their IT person addressed the issue as they ordered new vehicles. He and Chief Padilla will work together to use GRT to address shortfalls for the Police Department equipment.

Member Tapia asked if the police and fire departments were optimistic that Public Safety vehicles will have compatible computers with the new CAD system.

Chief Babcock stated the fire department's entire equipment and fleet is ready.

Captain Tapia responded that he was told by IT this is doable.

Member Arellano was concerned that public safety could have 20 officers that could not be dispatched.

Captain Tapia explained with the CF30 computer they could not access the One Solution system, see or communicate with dispatch other than the handheld radio. He agreed that was a concern but was assured by IT every vehicle on the street would have a compatible operating system. The department has 115 compatible computers and every patrol officer on the street will get one. If a delay in an upgrade is needed it would be nonessential personnel.

Mr. Tapke asked Chief Babcock to provide updates in the future on IT's follow up on the incompatible laptops.

Chair Rivera asked what the number of vehicles to be replaced is and the process.

Mr. Sanchez said Santa Clara PD asked for two animal control vehicles and the City of Espanola and City of Milan asked for anything they could provide. They gave the Airport two vehicles, Transit, and the Fire Department each received a vehicle, and the motor pool received 4 cars. The department has been doing that before written in policy.

Chair Rivera commented there is a legal process to donate to other departments. He asked that any requests in that process come before the Public Safety Committee first. Mr. Sanchez agreed.

**MOTION:** Member Bowen moved, seconded by Member Tapke, to approve the procurement request as presented.

**VOTE:** The motion passed by unanimous voice vote.

Chair Rivera thanked the Police Department for making Patrol Safety Aides part of the recruitment process. The program identifies people at an earlier age and those that may have become ineligible for hire and allows them to work with officers.

## **5. MUNICIPAL COURT REPORT, JUDGE VIRGINIA VIGIL.**

Chad Chittum, Municipal Court Staff Attorney explained he came on behalf of Judge Vigil who is conducting a drug court program. This is his second day as staff attorney, but he was the City prosecutor for 3 1/2 years.

He reported the DWI Drug Court program has had 28 participants thus far; currently 14 active members and 9 graduates. Three defendants have been transferred to a more intensive program and 3 will graduate in the next six weeks. The Homeless Court is transitioning from adjudicating cases at Pete's Place to a pre-prosecution diversion program based on national standards. Participants are screened for eligibility and if they complete certain tasks their prosecutor has the discretion to dismiss their case. Currently 15 people are enrolled but that is expected to rise.

The Staff Report is included in the Committee packet.

Member Owen-Lewis expressed her appreciation for the explanation of programs. She wanted to learn more about how the success of the program is evaluated. Particularly the DWI program and if recidivism over time is examined.

Mr. Chittum replied they do look at the number of graduates and repeat offenders. He offered to get numbers for the next meeting.

## **6. MATTERS FROM POLICE CAPTAIN ANTHONY TAPIA.**

Captain Tapia reported on two incidences where officers went above and beyond. Officer Mark Cordova was dispatched to a shoplifting call in July and the female suspect had left the scene. He found her hiding nearby and apprehended her for shoplifting and recovered the stolen merchandise. When he learned she had stolen some clothing items because her clothes were soiled, he personally purchased the clothes for her.

The other incident involved Officer Brandon Martinez who was dispatched to investigate a domestic violence call. He observed when leaving the home, a child in his underwear playing in a drainage ditch in the rain and the area was filling with water. He removed the child from the ditch and learned the child is six years old and stays with his father who is very ill. He inspected the home and found there was no food and that the child had not eaten in 10 hours. He called CYFD to the home to provide their services. Once Officer Martinez was released, he purchased groceries and essential items for the family from his own pocket.

Captain Tapia wanted both officers to be recognized for their outstanding service. He has asked their supervisors to submit letters of commendation.

Chair Rivera asked to be kept apprised. The Committee could do something for both men through the Mayor's process if they were not recognized.

Mr. Joyce said there were nine cadets last year at the academy who were to graduate in September. He asked if they had joined the force yet.

Captain Tapia said the 9 cadets were released during Fiestas on their own and all have been assigned to sergeants and patrol teams. His feedback is they are doing an amazing job. There were also two laterals hired; one a returning officer, Alex Durham who had left to go with another agency. The other member is from a local agency. Both should go through the process quickly. The Academy has 4 enrolled and there are 31 vacancies.

## **7. MATTERS FROM FIRE CHIEF PAUL BABCOCK**

Chief Babcock said the summer report of events, Spanish Market, Indian Market, Zozobra and Fiestas is almost complete. There were no incidents; no patients to transport for Zozobra, and Fiestas was a big success with the Fire Department.

In the next month 4 individuals from the Santa Fe Community College in field and internship are working on the final numbers. He will present the packet next month. He provided highlights: The Opiate Outreach Program had 930 individuals and the department successfully followed up with 593 interactions. The Fire Department responded to 105 opiate overdose calls from June through August and assisted 3 clients in obtaining housing. They also

secured employment for one; one client regained custody of their children; and one had zero substance abuse for the last 60 days.

Chair Rivera requested the item be on the agenda as a presentation instead of under Matters from the Chief.

Mr. Tapke asked for an update on the communications project.

Chief Babcock said they are currently working on relocating their prime site to a new location for better coverage. That should take place within 30-45 days of completion. Installation should start after that and transition to a P25 public safety system by the end of November.

Mr. Tapke asked about a second site for the City.

Chief Babcock stated during the Station 2 build the primary site tower is about 45' high and has 15 channels. It will have a microwave contact to a secondary site with 8 channels reserved for Public Safety, Police, and Fire. The secondary site should be in place at the completion of Station 2. If on schedule, they will break ground in January and complete the station within 13 months.

Mr. Joyce asked if the new fire station would break ground in November.

Chief Babcock thought since the project manager became the new land use assistant director with the City that would not happen. Public Works and the Steering Committee are discussing whether prices with the recession might be more competitive. They are working with Finance and the Steering Committee on when to break ground.

#### **8. MATTERS FROM THE REGIONAL EMERGENCY COMMUNICATIONS CENTER, VANESSA MARQUEZ**

Ms. Marquez provided her background starting with City dispatch in 1997. She reported the Center handled 34,697 ingoing/outgoing calls in August; 19,240 were for service. Of those, only 58% were handled by City Fire, Animal Control and Police.

They are working to increase staff. In May they were short 18 dispatchers and now it is 10. They hope to increase starting pay and are also working with the union to increase pay for all staff.

Mr. Tapke asked if the 911 Center has researched staffing levels versus national standards. Ms. Marquez stated not in relation to calls, but they are looking at changing schedules based on peak load. Currently minimum never drops below 8, regardless of time. She noted staffing is similar to other centers in the State.



Ms. Marquez said regarding the Drug Tip Hotline, 24 calls were received this month with 288 to date. Calls are routed to the narcotics investigation to follow up if the call is not dispatched.

She said there were some issues with the CAD system. The go-live is moving forward for November 13-14 with a mock go-live next week. They have trained weekly with various agencies since September. The live radio system will be ready at the end of November. Connection and operability with all agencies will be ensured before anything is taken off-line.

**9. COMMUNICATIONS FROM THE FLOOR**

None.

**10. MATTERS FROM COMMITTEE MEMBERS**

Member Bowen reported that Senator Carlos Cisneros passed away this morning.

Mr. Joyce voiced concern over the hiring of the person who is taking over health, welfare and safety because they have no safety background. He was concerned about the lack of knowledge about OSHA and thought it a dangerous situation. He made a packet that includes the New Mexico OSHA, under the federal OSHA program. He also made recommendations that all supervisors and directors should have OSHA training, as well as every employee.

Chair Rivera asked Mr. Joyce to provide his packet of information to the stenographer for the record. The packet is attached hereto as Exhibit "1."

Chair Rivera thanked the Police and the Fire Department for their work on special events, especially for Zozobra, Fiestas and the 911 parade on the Plaza.

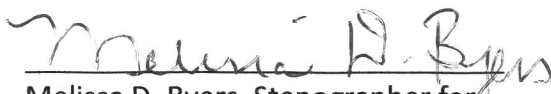
He read about two homeless people who were killed last week and asked to be kept apprised of the situation. He offered the Committee's help if needed.

**12. ADJOURNMENT**

Chair Rivera adjourned the meeting at 5:00 p.m.

Submitted by:

Approved by:

  
Melissa D. Byers, Stenographer for  
Byers Organizational Support Services

\_\_\_\_\_  
Chris Rivera, Chair



# City of Santa Fe, New Mexico

## LEGISLATIVE SUMMARY

Bill No. 2019-34

### STOP Fine Amendment

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**SPONSOR(S):** Councilor Lindell

**SUMMARY:** The proposed Bill amends Section 24-4.3 to provide that the City Manager appoints the hearing officer and amends Subsection 24-4.5(H) to remove increased fines for subsequent STOP violations within a 2-year period.

**PREPARED BY:** Jesse Guillen, Legislative Liaison

**FISCAL IMPACT:** Yes but unknown at this time.

**DATE:** October 23, 2019

**ATTACHMENTS:** Resolution  
FIR

underscored material = new  
[~~bracketed material~~] = delete

**CITY OF SANTA FE, NEW MEXICO**

**BILL NO. 2019-34**

**INTRODUCED BY:**

Councilor Signe I. Lindell

**AN ORDINANCE**

**AMENDING SECTION 24-4.3 TO PROVIDE THAT THE CITY MANAGER APPOINTS THE HEARING OFFICER INSTEAD OF THE PRESIDING JUDGE OF THE CIVIL DIVISION OF DISTRICT COURT; AND AMENDING SUBSECTION 24-4.5(H) TO REMOVE INCREASED FINES FOR SUBSEQUENT STOP VIOLATIONS WITHIN A TWO-YEAR PERIOD.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

**Section 1. Section 24-4.3 of SFCC 1987 (being Ord. #2008-47 § 4, as amended) is amended to read:**

**24-4.3 - Definitions.**

For the purposes of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

*Authorized emergency vehicle* means the same as defined under NMSA 1978 66-1-4.1(E) (2001) as amended from time to time and, without limitation on the foregoing, shall mean any fire department vehicle, police vehicle, ambulance and any emergency vehicles of

1 | municipal departments or public utilities that are designated or authorized as emergency  
2 | vehicles by the director of the New Mexico State Police Division of the Department of Public  
3 | Safety or chief of police of the Santa Fe police department.

4 |       *Camera, speed device* or "*CSD*" means the instrument that detects a violation of this  
5 | section. The definition includes but is not limited to electronic speed detection equipment  
6 | reasonably relied upon by police officers.

7 |       *City* means the city of Santa Fe.

8 |       *City clerk* means the city clerk of the city of Santa Fe.

9 |       *City manager* means the city manager of the city of Santa Fe.

10 |       *Contractor* means a person or entity that enters a contract with the city to provide the  
11 | city with photographic or electronic evidence of a violation through a CSD.

12 |       *Default* means the failure to pay a STOP fine or to timely pay a fine pursuant to a  
13 | decision of a hearing officer under this section.

14 |       *Delivery or delivered* means the mailing of a STOP fine notification to a registered  
15 | owner or nominee or personal service of a STOP fine notification or hearing officer decision on  
16 | a registered owner or nominee.

17 |       *Department* means the police agency that employs the police officer who issued a  
18 | STOP fine notification or caused a STOP fine notification to be issued.

19 |       *Department of motor vehicles* or *DMV* means the motor vehicle division of the taxation  
20 | and revenue department of the state of New Mexico or its successor agencies.

21 |       *Driver* means the person operating a motor vehicle at the time of a violation.

22 |       *Effective date* means the date a STOP fine notification is mailed to the recipient by the  
23 | contractor as indicated on the face of the STOP fine notification.

24 |       *Finance department* means the city department established as per Section 2-8 SFCC  
25 | 1987.

1        *Hearing officer* means the city hearing officer, as appointed by the ~~presiding judge of~~  
2 ~~the civil division of the district court~~ city manager. The hearing officer shall be a licensed  
3 member of the New Mexico Bar.

4        *Identify* means to submit all information on a driver sufficient to allow the city to locate  
5 and notify the driver in lieu of the registered owner including but not limited to the name and  
6 address of the driver.

7        *Nomination* means identification of the actual driver of a car by the registered owner as  
8 the responsible party for a violation.

9        *Nominee* means the person or entity identified by the registered owner as the driver or  
10 responsible party.

11        *Notice of default* means a document delivered to the registered owner and stating that  
12 the registered owner is in default.

13        *Nuisance* means the act of operating a vehicle in violation of this section.

14        *Owner's affidavit* means a written statement signed under oath and submitted to the city  
15 or the city's contractor under penalty of perjury by the registered owner of a vehicle who asserts  
16 therein that the registered owner was not driving a vehicle at the time of a violation.

17        *Police officer* means a sworn member of the Santa Fe city police department, the Santa  
18 Fe county sheriff's office, the New Mexico state police, or any other public official with  
19 authority to stop a vehicle for a traffic violation in the city of Santa Fe.

20        *Public safety aide* means a public safety aide of the Santa Fe city police department.

21        *Registered owner* means the owner or owners of a vehicle according to the license plate  
22 number or information obtained from the department of motor vehicles, from similar motor  
23 vehicle agencies outside New Mexico, from information obtained from the Santa Fe municipal  
24 court, from the Santa Fe county magistrate court, from department records, from a CSD or from  
25 any other documentation or methods reasonably relied upon by police officers. The singular

1 includes the plural.

2       *Respondent* means an accused violator who has received a STOP fine notification and  
3 requested a hearing.

4       *School zone* means a posted "safety zone" as that term is defined under NMSA 1978  
5 66-1-4.16 (2001) as amended from time to time.

6       *Stop fine notification* means a written document mailed to the address of the registered  
7 owner or nominee stating that a violation has occurred and payment is due.

8       *Violation* means a violation of this section.

9       **Section 2.       Subsection 24-4.5(H) of SFCC 1987 (being Ord. #2008-47 § 6, as**  
10 **amended) is amended to read:**

11       H.       *Fine.* Except as set forth in paragraph ([2]2) below, the following fines are  
12 prescribed for all violations including those imposed by the hearing officer. Nothing in this  
13 section shall prohibit the department from entering into pre-hearing settlement agreements  
14 with respondents.

15               (1) For ~~the first~~ each violation, the fines for speeding are as follows:

16                     (a) More than five (5) miles per hour over the speed limit in  
17 school ~~and~~ or construction zones: one hundred dollars (\$100.00);

18                     (b) More than ten (10) miles per hour over the speed limit: fifty  
19 dollars (\$50.00).

20               ~~[(2) For subsequent violations within two (2) years of the preceding~~  
21 ~~violation, the fines for speeding are as follows:~~

22                     ~~(a) More than five (5) miles per hour over the speed limit in~~  
23 ~~school and construction zones: one hundred and fifty dollars (\$150.00);~~

24                     ~~(b) More than ten (10) miles per hour over the speed limit: one~~  
25 ~~hundred dollars (\$100.00).]~~

1 ([3]2) The hearing officer may allow service to the city as an alternative to  
2 payment of fines. A violator who elects to avail themselves of the option of service to  
3 the city in lieu of payment of a fine does so voluntarily and is entitled to none of the  
4 benefits conferred upon city employees, including, without limitation, workers  
5 compensation. The city is not responsible for damages incurred except as otherwise  
6 provided by law. The person seeking relief hereunder shall timely request the option  
7 of service to the city in lieu of payment of a fine by requesting a hearing before a  
8 hearing office ~~[at which]~~ to demonstrate that the person is eligible for the option and  
9 ~~[shall]~~ is not ~~[be]~~ in default on payment of other fines, fees, or liens levied by the city  
10 of Santa Fe. Respondents ordered to perform community service in lieu of payment of  
11 a fine shall complete such community service within thirty (30) days from the date of  
12 hearing. ~~[No person who cannot p]~~ Passing [the] a background check is required  
13 to qualify as a volunteer [may obtain relief] under this paragraph. The services shall be  
14 performed ~~[with]~~ for approved organizations or city departments. Services shall be  
15 rendered in not less than full hour increments and shall be credited against the fine  
16 payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section  
17 28-1.5(B) SFCC 1987. The city manager or designee shall establish procedures for  
18 administering this paragraph including, but not limited to, the nature of services that  
19 may be performed.

20 APPROVED AS TO FORM:

21   
22 \_\_\_\_\_

23 ERIN K. McSHERRY, CITY ATTORNEY

24  
25 *M/Legislation/Bills 2019/2019-34 STOP Amendment*

## 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:   X        Resolution: \_\_\_\_\_

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

Short Title(s): **Santa Fe Traffic Operations Program (STOP) Fine Amendment**

Sponsor(s): Lindell

Reviewing Department(s): Police Department

Persons Completing FIR: DC Ben Valdez      Date: 10/8/19      Phone: 955-5040

Reviewed by City Attorney: \_\_\_\_\_

  
(Signature)

Date: **Dec 10, 2019**

Reviewed by Finance Director: \_\_\_\_\_

(Signature)

### Section B.      **Summary**

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

**The proposed bill makes two main amendments to the existing ordinance in Section 24, SFCC 1987. First, it changes who appoints hearing officers from the presiding judge of the civil division of the district court to the City Manager. This is not something we can require of the district court. Second, the bill eliminates increased fines for subsequent violations of the STOP program. Currently the fines would increase by \$50 if a driver is cited more than once in a two-year period. The proposed amendment eliminates this provision and keeps the finds at \$100 for going more than 5mph over the speed limit in a school or construction zone and \$50 if going more than 10mph over the speed limit in any other area.**

### 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

Finance Director: \_\_\_\_\_

- 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)

\_\_\_\_\_ Check here if no fiscal impact

Column #:	1	2	3	4	5	6	7	8
	Expenditure Classification	FY <u>19/20</u>	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY <u>20/21</u>	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	Personnel*	\$ _____	<u>  N  </u>	<u>  R  </u>	\$ _____	<u>  A  </u>	<u>  R  </u>	_____
	Fringe**	\$ _____	<u>  N  </u>	<u>  R  </u>	\$ _____	<u>  A  </u>	<u>  R  </u>	_____
	Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
	Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
	Professional Services	\$ _____	<u>  N  </u>	<u>  R  </u>	\$ _____	<u>  N  </u>	<u>  R  </u>	<u>  2724  </u>
	All Other Operating Costs	\$ _____	<u>  N  </u>	<u>  R  </u>	\$ _____	<u>  N  </u>	<u>  R  </u>	<u>  2724  </u>
	Total:	\$ _____			\$ _____			

\* 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 <u>19/20</u>	"R" Costs Recurring or "NR" Non-recurring	FY <u>20/21</u>	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	<b><u>TRAF</u></b>	\$ _____	<u>  R  </u>	\$ _____	<u>  R  </u>	<u>  2724  </u>
	_____	\$ _____	_____	\$ _____	_____	_____
	_____	\$ _____	_____	\$ _____	_____	_____
	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 program is intended to be self-sufficient, but Expenditures/ Revenue will be dependent on the amount of violation notices issued. An update on the expenditures/revenue can be provided incrementally. With the decrease in fines, there is the possibility of having a decrease in revenue for the program. The amount is dependent on the number of violations and if they occur where the violation would cost \$50 or \$100. An estimated \$214,812.50 revenue reduction per year is possible if the violations remain consistent with the previous program outputs. This reduction should have a small impact on the self-sustainability of the program to operate based on revenue generated through the program.**

=====

### **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. The authorization for this program is contained in Section 24-4 SFCC 1987.**

### **2. Consequences of Not Enacting This Bill/Resolution:**

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

**The hearing officer will still have to be appointed by the district court, which they may not be inclined to do. Additionally, the increased fines for subsequent violations will remain as part of the Ordinance.**

### **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.

**The Police Department has expressed their interest in deploying speed cameras at certain locations around the City to address excessive speeding on City streets. When the program was in effect between 2008-2013, STOP was credited with encouraging safety and speed awareness. Mobile Speed Vans (MSVs) were frequently deployed in school zones and on City roadways experiencing significant crashes and speeding complaints. Some negative concerns from the public were MSVs were only used to generate revenue, but due to contractual obligations the revenue went towards administering the program. Traffic safety is not only the responsibility of the Police, but also the community who also have a vested interest in safety. The program's purpose is to promote safety on City streets by focusing on areas of concern where speeding and crashes are occurring.**

**The changes in the proposed Bill will eliminate the provision that increases fines for subsequent violations within a two-year period of the previous violation. The fine is \$50 in a standard zone and \$100 when the violation occurs in a school or construction zone. The appointment of a hearing officer is now given to the City Manager, a clause which mirrors provisions in other parts of SFCC 1987.**

# City of Santa Fe New Mexico

## Memo

**Date:** November 27, 2019

**To:** City Council  
Finance Committee  
Public Works Committee  
Public Safety Committee

**CC:** Jarel LaPan Hill, Interim City Manager

**Via:** Fran Dunaway, Purchasing Director  
Andrew Padilla, Chief of Police *JP/12-10-19*

**From:** Ben Valdez, Deputy Chief of Police *B. Valdez DC 12/10/19*

**Re:** Santa Fe Traffic Operations Program (STOP) RFP No 18/27/P/City of Santa Fe Resolution NO. 2017-62 and City Ordinance NO. 2017-17

### Background/Summary:

Public safety is the highest priority of the City of Santa Fe and the Police Department and alcohol-related and speed-related fatalities for all persons continue to be a concern. It is imperative the City of Santa Fe adopt and employ traffic enforcement policies that emphasize strict enforcement, not only for public safety but also for ensuring the quality of life for our constituents. Furthermore, the essential purpose of this program is to promote safety on our streets by targeting areas shown to be areas of concern, or are subject to reports of speeding and high traffic incidents. In addition, this program allows officers the ability to be utilized in other crimes around the city, including burglaries, crashes, fatalities, and other incidents that might otherwise suffer a delayed response time.

From 2009 to 2013, the City of Santa Fe deployed Mobile Speed Vans (MSV) within the City of Santa Fe for the purpose of deterring and reducing speed complaints and minimizing vehicle crashes as a result of speeding. During this time frame, 33,370 speeding citations were issued.<sup>1</sup> In 2014, the City of Santa Fe chose not to continue with the services of the MSV vendor. On August 30, 2017, councilors Signe Lindell, Mike Harris, Ronald Trujillo, and Peter Ives endorsed a resolution directing the City of Santa Fe City Manager to restart the STOP Program.<sup>2</sup>

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<sup>1</sup> Camera Nuisance Abatement Find, Santa Fe Police Department, 2009-2013

<sup>2</sup> City of Santa Fe, New Mexico Resolution NO. 2017-62, Permitted by section 24-4 SFCC 1987

As a result, the police department solicited services through a Request for Proposal and identified two potential vendors. After a thorough evaluation, Verra Mobility Corporation was selected.

### **STOP Program Costs Options**

The program pricing provided the below option and additional operational services options. The following is the optional breakdown:

- Verra Mobility Corporation Staff Deployment and Vehicle Maintenance (two vehicles)
- Verra Mobility Corporation Staff Deployment and Equipment Maintenance (four transportable speed safety cameras)
- Option will be open for additional vehicles, transportable speed safety cameras, and handheld devices if needed by the community.

Verra Mobility will receive 40% of each paid notice.

The above pricing is based on the fine amount identified in the City's 2017 Ordinance, and any amendments that may be approved by the City Council in conjunction with the implementation of this program. This price includes the mobile speed camera, transportable speed camera or handheld speed camera, system deployment and maintenance, event processing services, DMV records access, notice processing (mailing of 1<sup>st</sup> notice in color with return envelope), mailing of 2<sup>nd</sup> notice, standard report set, call center support for general questions, City staff and Police training, and public awareness program support.

Speed data collection is to be determined based on finalized scope.

Optional Services Applicable to Each Pricing Option Noted Above

- Pre-Collection Letters revenue 10% of recovered
- Delinquent Collection Services revenue 30% of recovered

Councilor Signe Lindell will be bringing forward an amendment to City Ordinance NO. 2017-17, specifically if there is a subsequent violation within the (2) year period the fine will remain at \$50 rather than \$100 for speeding violations and fines for subsequent violations in school and construction zones will remain at \$100 rather than increase to \$150. The Bill is identified as No. 2019-34.

### **Request Action:**

Approval of the above option which includes vehicles, hand held speed camera devices and/or transportable speed safety cameras and the approval of the agreement as outlined in the attached Professional Services Agreement.

Should you have any questions, I may be reached at 505.955.5040.

## 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 Directing the City Manager to Restart the Santa Fe Traffic Operations Program (STOP) Permitted By Section 24-4 SFCC1987.**

Sponsor(s): Councilor Lindell, Councilor Harris and Councilor Ives

Reviewing Department(s): Police Department

Persons Completing FIR: Deputy Chief Ben Valdez      Date: 11/27/19      Phone: 955-5040

Reviewed by City Attorney: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Reviewed by Finance Director: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

### Section B.      **Summary**

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

**Vehicle crashes resulting in property damage, injury and the loss of life continue to be a concern for our community. Many crashes are attributed to the violation of the speed limit. The use of Traffic Safety Speed Camera (TSSC) devices is requested to gain voluntary compliance with traffic laws from the motoring public in an effort to minimize vehicle crashes as a result of speeding.**

### 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 19/20	"A" Costs Absorbed or "N" New Budget Required	"R" Costs Recurring or "NR" Non-recurring	FY 20/21	"A" Costs Absorbed or "N" New Budget Required	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	Personnel*	\$ _____	<u>  A  </u>	<u>  R  </u>	\$ _____	<u>  A  </u>	<u>  R  </u>	_____
	Fringe**	\$ _____	<u>  A  </u>	<u>  R  </u>	\$ _____	<u>  A  </u>	<u>  R  </u>	_____
	Capital Outlay	\$ _____	_____	_____	\$ _____	_____	_____	_____
	Land/ Building	\$ _____	_____	_____	\$ _____	_____	_____	_____
	Professional Services	\$ _____	<u>  N  </u>	<u>  R  </u>	\$ _____	<u>  N  </u>	<u>  R  </u>	<u>  2724  </u>
	All Other Operating Costs	\$ _____	<u>  N  </u>	<u>  R  </u>	\$ _____	<u>  N  </u>	<u>  R  </u>	<u>  2724  </u>
	Total:	\$ _____			\$ _____			

\* 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 19/20	"R" Costs Recurring or "NR" Non-recurring	FY 20/21	"R" Costs – Recurring or "NR" Non-recurring	Fund Affected
	<u>TRAF</u>	\$ _____	<u>  R  </u>	\$ _____	<u>  R  </u>	<u>  2724  </u>
	_____	\$ _____	_____	\$ _____	_____	_____
	_____	\$ _____	_____	\$ _____	_____	_____
	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 program is intended to be self-sufficient, but Expenditures/ Revenue will be dependent on the amount of violation notices issued. An update on the expenditures/revenue can be provided incrementally. If the previous programs outputs remain constant, the revenue from this program is estimated to be about \$642,940 per year. The State of New Mexico requires 50% of the revenue to be submitted to the State Treasurer. The remaining 50% will have 40% go to the vendor for program operating expenses and the remaining 10% will go to the STOP Program for traffic safety enforcement and equipment.

With the decrease in fines, there is the possibility of having a decrease in revenue for the program. The amount is dependant on the number of violations and if they occur where the violation would cost \$50 or \$100. An estimated \$214,812.50 revenue reduction per year is possible if the violations remain consistent with the previous program outputs. This reduction should have a small impact on the self-sustainability of the program to operate based on revenue generated through the program.

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### 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. The authorization for this program is contained in Section 24-4 SFCC 1987.

### **2. Consequences of Not Enacting This Bill/Resolution:**

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

In calender year 2019 the Santa Fe Police Department has conducted a number of traffic enforcement blitz operations to promote safe driving and to reduce motor vehicle crashes. Although some progress has been made, it is challenging to sustain directed enforcement operations which is dependant on the availability of manpower and overtime funding. Potential consequences of not enacting this resolution will be continued and/or increase of motor vehicle crashes as a result of speeding, minimum change of driving behavior by the motoring public due to lack of traffic enforcement, and increased demand on law enforcement to conduct traffic enforcement operations on-duty and on overtime operations.

### **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.

The Police Department has identified deployment locations for speed cameras around the City to address excessive and unsafe speeding on City streets. When the program was in effect between 2008-2013, STOP was utilized to encourage roadway safety and speed limit awareness. Crash data has shown there was an average of 2350 crashes per year for the 2009-2013 time frame when the STOP Program was operational. During the period of 2014 through 2018 that average increased to 3048 crashes per year, resulting in 27%

increase in crashes.

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Mobile Speed Vans (MSVs) were frequently deployed in school zones and on City roadways experiencing significant crashes and speeding complaints. Some negative concerns from the public were MSVs were only used to generate revenue, but due to contractual obligations the revenue went towards administering the program.

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Traffic safety is not only the responsibility of the Police, but also the community who also have a vested interest in safety. The program's purpose is to promote safety on our streets by focusing on areas of concern where speeding and crashes are occurring through data collection and complaints from the public. The devices will primarily be deployed on City streets to conduct speed enforcement operations, which will allow law enforcement to focus on roadways that do not permit the deployment of TSSC devices due to State Law.

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December 10, 2019

Deputy Chief Ben Valdez  
Santa Fe Police Department  
2515 Camino Entrada  
Santa Fe, NM 87507

**Re: Pricing Follow Up**

Dear Deputy Chief Valdez:

This is confirmation that Verra Mobility's proposed pricing is applicable to both the current (2017) ordinance and any amendments that may be approved by the City Council in conjunction with the implementation of this program. Additionally, our proposed pricing will also apply to as many cameras as the City requests.

Lastly, as required in the City's Request for Proposals, Verra Mobility's services will include a speed-monitoring device—separate from the speed cameras—to capture traffic counts, including vehicle speed. Pricing for this service varies, depending on the scope (e.g. location of where the devices will be deployed, how long traffic data will need to be gathered); therefore, we will work with the City to finalize what is required for the data collection.

Thank you for your continued interest in this project. We look forward to working with the City of Santa Fe on this important public safety initiative.

Sincerely,

Charles Territo  
Senior Vice President of Sales and Account Management



**Percentage of Each Paid Notice.....40%**

The above pricing is based on the fine amount referenced in the City's 2017 Ordinance and any amendments that may be approved by the City Council in conjunction with the implementation of this program. This price includes the mobile speed camera, transportable speed camera or handheld speed camera, system deployment and maintenance, event processing services, DMV records access, notice processing (mailing of 1st notice in color with return envelope), mailing of 2nd notice, standard report set, call center support for general program questions, City staff and Police training, and public awareness program support.

**Speed Data Collection.....TBD (Fee Depends on Finalized Scope)**

**Optional Services Applicable to the Pricing Noted Above**

**Delinquent Collections Services.....30% of Recovered Revenue**

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AMERICAN TRAFFIC SOLUTIONS INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1150 N ALMA SCHOOL ROAD

6 City, state, and ZIP code

MESA, AZ 85201

Requester's name and address (optional)

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

4 8 - 1 1 1 4 9 3 1

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

11/1/19

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



City Of Santa Fe  
PO BOX 909  
Santa Fe NM, 87504

# City of Santa Fe, New Mexico

## BUSINESS LICENSE

THIS BUSINESS IS IN COMPLIANCE WITH THE CITY OF SANTA FE LIVING WAGE ORDINANCE, §28-1 SFCC, 1987.

Official Document  
Please Post

Business Name: **VERRA MOBILITY CORPORATION**

Location: **SF COUNTY**

Class: **BUSINESS LOCATED OUT OF CITY LIMITS**

Comment:

Control Number: 0072914

License Number: 19-00154312

Issue Date January 31, 2019

Expiration Date December 31, 2019

**VERRA MOBILITY CORPORATION  
1150 N ALMA SCHOOL RD**

**MESA AZ 85201**

**THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.**

**THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO OTHER BUSINESSES OR PREMISES.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/24/2019

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

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

**PRODUCER**  
Aon Risk Insurance Services West, Inc.  
Phoenix AZ Office  
2555 East Camelback Rd.  
Suite 700  
Phoenix AZ 85016 USA

**CONTACT NAME:**  
**PHONE**  
(A/C. No. Ext): (866) 283-7122 **FAX**  
(A/C. No.): (800) 363-0105  
**E-MAIL ADDRESS:**

**INSURED**  
Verra Mobility Corporation  
1150 N Alma School Rd  
Mesa AZ 85201-3000 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Federal Insurance Company	20281
INSURER B: The Travelers Indemnity Co of America	25666
INSURER C: Travelers Property Cas Co of America	25674
INSURER D: The Standard Fire Ins Co	19070
INSURER E:	
INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: 570076996416

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			H6309K456809IND19	07/01/2019	07/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			H-810-1N66741A-TIL-19	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB9K55644019I3G	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	<input checked="" type="checkbox"/> Cyber Liability			82553312 Cyber Liability SIR applies per policy terms & conditions	10/17/2018	10/17/2019	Each Claim Aggregate \$2,000,000 SIR \$150,000

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

Please see Named Insured Schedule.

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Santa Fe, New Mexico  
Purchasing Office  
2651 Siringo Road, Bldg., H  
Santa Fe NM 87505 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Insurance Services West, Inc.*

Holder Identifier :

Certificate No : 570076996416





# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

<small>AGENCY</small> Aon Risk Insurance Services West, Inc.		<small>NAMED INSURED</small> Verra Mobility Corporation	
<small>POLICY NUMBER</small> See Certificate Number: 570076996416			
<small>CARRIER</small> See Certificate Number: 570076996416	<small>NAIC CODE</small>	<small>EFFECTIVE DATE:</small>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Other Line of Business

Professional Liability  
 Policy Number - 82553312  
 Federal Insurance Company  
 10/17/2018 to 10/17/2019  
 Limit \$2,000,000 Each Claim  
 Limit \$2,000,000 Aggregate  
 SIR applies per policy terms & conditions / Retention - \$150,000  
 Retroactive Date for Cyber Liability and Professional Liability is May 31, 2017



# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Verra Mobility Corporation	
POLICY NUMBER See Certificate Number: 570076996416			
CARRIER See Certificate Number: 570076996416	NAIC CODE	EFFECTIVE DATE:	

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

### Worker Compensation Insurance Carriers

The Travelers Indemnity Company of America (TIA)  
 State - VA

Farmington Casualty Company (AFC)  
 States - AL,DE,IL,KS,LA,NC,OK,OR,TN

The Charter Oak Fire Insurance Company (COF)  
 States - NH,NY

The Standard Fire Insurance Company (ASF)  
 States - AZ,CT,DC,IN,ME,MD,MI,RI,TX,UT

Travelers Property Casualty Company of America (TIL)  
 States - CA,FL,ID,KY,OH,WA

Travelers Casualty Insurance Company of America (ACJ)  
 States - CO,MO,MT,PA

The Travelers Indemnity Company (IND)  
 States - GA

The Travelers Indemnity Company of Connecticut (TCT)  
 States - IA,NJ, PR, WI

The Phoenix Insurance Company (PHX)  
 States - MA,SC





# **ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Verra Mobility Corporation
POLICY NUMBER See Certificate Number: 570076996416		
CARRIER See Certificate Number: 570076996416	NAIC CODE	EFFECTIVE DATE:

## **ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

### **Named Insured Schedule**

Verra Mobility Corporation  
 Verra Mobility Corporation f/k/a ATS Consolidated, Inc.  
 VM Consolidated, Inc.  
 American Traffic Solutions, Inc.  
 Mulvihill ICS, Inc.  
 Mulvihill Electrical Enterprises, Inc.  
 Lasercraft, Inc.  
 American Traffic Solutions Consolidated, LLC  
 ATS Processing Services, LLC  
 Platepass, LLC  
 ATS Tolling, LLC  
 Sunshine State Tag Agency, LLC (formerly Sunshine Acquisition I, LLC)  
 Auto Tag of America, LLC  
 Auto Titles of America, LLC  
 American Traffic Solutions, LLC  
 Greenlight Acquisition Corporation  
 Highway Toll Administration, LLC  
 Canadian Highway Toll Administration Ltd  
 Toll Buddy, LLC  
 Violation Management Solutions, LLC  
 \* Euro Parking Collection plc (UK)  
 \* Contractum Limited (UK)  
 \* EPC Hungary Kft (Hungary)  
 \* EPC Finance Limited (UK)  
 \* Verra Mobility B.V.  
 \* Verra Mobility France SAS

\*coverage applies to subsidiaries to the extent of the policy terms and conditions

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

2 **ORDINANCE NO. 2017-17**

3  
4  
5 **AN ORDINANCE**

6 **RELATING TO THE SANTA FE TRAFFIC OPERATIONS PROGRAM; AMENDING**  
7 **SECTION 24-4 SFCC 1987 TO UPDATE SUBSECTIONS 24-4.2, FINDINGS AND**  
8 **INTENT; 24-4.3 DEFINITIONS; 24-4.4, VIOLATIONS AND 24-4.5, ENFORCEMENT.**  
9

10 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

11 **Section 1. Subsection 24-4.2 SFCC 1987 (being Ord. #2008-47, §3) is amended**  
12 **to read:**

13 **24-4.2 Findings and Intent.**

14 **A. The governing body finds that there is a significant risk to the health and safety**  
15 **of the community from drivers who exceed the posted speed limits.**

16 **B. The governing body finds that some drivers in Santa Fe repeatedly violate posted**  
17 **speed limits. The governing body finds that state law against speeding is inadequate to preserve**  
18 **public safety in Santa Fe. The governing body finds that photographic and electronic devices that**  
19 **measure speed are accurate and reliable. The governing body finds that implementation of**  
20 **enforcement of speed limits by means of photographic and electronic equipment will abate the**  
21 **nuisance of speeding.**

22 **C. The governing body declares that a vehicle used to violate this section is the**  
23 **instrumentality of a nuisance and shall be abated in the city.**

24 **D. The governing body declares that this section is a nuisance abatement section**  
25 **enacted pursuant to the city's inherent authority under state law and that the remedies are purely**



1 civil and not criminal in nature.

2       **Section 2.           Subsection 24-4.3 SFCC 1987 (being Ord. #2008-47, §4, as**  
3 **amended) is amended to read:**

4       **24-4.3 Definitions.**

5           For the purposes of this section, the following definitions shall apply unless the context  
6 clearly indicates or requires a different meaning.

7           *Authorized emergency vehicle* means the same as defined under NMSA 1978 66-1-4.1  
8 (E) (2001) as amended from time to time and, without limitation on the foregoing, shall mean any  
9 fire department vehicle, police vehicle, ambulance and any emergency vehicles of municipal  
10 departments or public utilities that are designated or authorized as emergency vehicles by the  
11 director of the New Mexico State Police Division of the Department of Public Safety or chief of  
12 police of the Santa Fe police department.

13           *Camera, speed device or "CSD"* means the instrument that detects a violation of this  
14 section. The definition includes but is not limited to electronic speed detection equipment  
15 reasonably relied upon by police officers.

16           *City* means the city of Santa Fe.

17           *City clerk* means the city clerk of the city of Santa Fe.

18           *City manager* means the city manager of the city of Santa Fe.

19           *Contractor* means a person or entity that enters a contract with the city to provide the city  
20 with photographic or electronic evidence of a violation through a CSD.

21           *Default* means the failure to pay a STOP fine or to timely pay a fine pursuant to a  
22 decision of a hearing officer under this section.

23           *Delivery or delivered* means the mailing of a STOP fine notification to a registered owner  
24 or nominee or personal service of a STOP fine notification or hearing officer decision on a  
25 registered owner or nominee.

1        *Department* means the police agency that employs the police officer who issued a STOP  
2 fine notification or caused a STOP fine notification to be issued.

3        *Department of motor vehicles* or *DMV* means the motor vehicle division of the taxation  
4 and revenue department of the state of New Mexico or its successor agencies.

5        *Driver* means the person operating a motor vehicle at the time of a violation.

6        *Effective date* means the date a STOP fine notification is mailed to the recipient by the  
7 contractor as indicated on the face of the STOP fine notification.

8        *Finance department* means the city department established as per Section 2-8 SFCC  
9 1987.

10       *Hearing officer* means the city hearing officer, as appointed by the presiding judge of the  
11 civil division of the district court. The hearing officer shall be a licensed member of the New  
12 Mexico Bar.

13       *Identify* means to submit all information on a driver sufficient to allow the city to locate  
14 and notify the driver in lieu of the registered owner including but not limited to the name and  
15 address of the driver.

16       *Nomination* means identification of the actual driver of a car by the registered owner as  
17 the responsible party for a violation,

18       *Nominee* means the person or entity identified by the registered owner as the driver or  
19 responsible party.

20       *Notice of default* means a document delivered to the registered owner and stating that the  
21 registered owner is in default.

22       *Nuisance* means the act of operating a vehicle in violation of this section.

23       *Owner's affidavit* means a written statement signed under oath and submitted to the city  
24 or the city's contractor under penalty of perjury by the registered owner of a vehicle who asserts  
25 therein that the registered owner was not driving a vehicle at the time of a violation.

1       *Police officer* means a sworn member of the Santa Fe city police department, the Santa  
2 Fe county sheriff's office, the New Mexico state police, or any other public official with authority  
3 to stop a vehicle for a traffic violation in the city of Santa Fe.

4       *Public safety aide* means a public safety aide of the Santa Fe city police department.

5       *Registered owner* means the owner or owners of a vehicle according to the license plate  
6 number or information obtained from the department of motor vehicles, from similar motor  
7 vehicle agencies outside New Mexico, from information obtained from the Santa Fe municipal  
8 court, from the Santa Fe county magistrate court, from department records, from a CSD or from  
9 any other documentation or methods reasonably relied upon by police officers. The singular  
10 includes the plural.

11       *Respondent* means an accused violator who has received a STOP fine notification and  
12 requested a hearing.

13       *School zone* means a posted "safety zone" as that term is defined under NMSA 1978 66-  
14 1-4.16 (2001) as amended from time to time.

15       *Stop fine notification* means a written document mailed to the address of the registered  
16 owner or nominee stating that a violation has occurred and payment is due.

17       *Violation* means a violation of this section.

18       **Section 3.       Subsection 24-4.4 SFCC 1987 (being Ord. 2008-47, §6 as amended)**  
19 **is amended to read:**

20       **24-4.4 Violation.**

21       Any violation of Section 12-5-6 or Section 12-6-1.2 of the city of Santa Fe Traffic Code  
22 is a violation of this section. This section does not apply to authorized emergency vehicles  
23 responding to an emergency.

24       **Section 4.       Subsection 24-4.5 (being Ord. 2008-47, §7 as amended) is amended**  
25 **to read:**

1           **24-4.5 Enforcement.**

2           A.     *Criminal Violation Observed by Police Officer.* This section does not abrogate or  
3 impair enforcement authority of existing traffic laws by a police officer for a violation committed  
4 in their presence. Specifically, if a police officer personally and contemporaneously observes a  
5 traffic violation, the police officer may stop the vehicle and issue a citation under state law or the  
6 city of Santa Fe Traffic Code in the usual manner.

7           B.     *Violation Recorded by CSD.* The contractor shall provide all evidence of a CSD  
8 recorded violation to a police officer. A police officer shall review all CSD evidence provided by  
9 the contractor. If the police officer determines that a violation has occurred, the police officer  
10 shall cause a STOP fine notification to be delivered to the registered owner. The registered owner  
11 is strictly and vicariously liable for the violation unless one (1) of the exceptions herein applies. If  
12 there is more than one (1) registered owner, all registered owners shall be jointly and severally  
13 liable.

14          C.     *STOP Fine Notification.*

15               (1)     Form and contents. The STOP fine notification shall state and contain the  
16 name of the registered owner or owners or nominee, the effective date of the STOP fine  
17 notification, the type of violation, the date, time, and location of the violation, a picture of  
18 the violation, the license number of the vehicle, the name and identification of the issuing  
19 police officer, the amount of the fine, whether the fine is a first or subsequent violation,  
20 the response due date and the address of the city clerk. The STOP fine notification shall  
21 conspicuously and in bold face type state; "Failure to pay this fine on time will lead to  
22 serious legal consequences including the assessment of additional fines and monies due.  
23 A second or subsequent STOP violation within two (2) years from the date of this STOP  
24 fine notification will lead to increasing fines and penalties." The STOP fine notification  
25 shall include an owner's affidavit form. The STOP fine notification shall contain a return

1 envelope addressed to the contractor or the Santa Fe police department. The STOP fine  
2 notification shall inform the registered owner or the nominee of the right to request a  
3 hearing by so indicating in a space provided on the form and returning same to the city  
4 clerk within thirty-five (35) days of the effective date.

5 (2) Delivery. The STOP fine notification shall be delivered to the address of  
6 the registered owner according to the address registered with the department of motor  
7 vehicles or to the address of the nominee according to the owner's affidavit. The  
8 registered owner has a duty to timely notify DMV of a change of address and the failure  
9 to do so does not entitle the registered owner to assert the defense of inadequate notice.  
10 The mailing of a STOP fine notification to the address of the registered owner of a  
11 vehicle according to the records of DMV or to the address of the nominee according to  
12 the owner's affidavit is constructive notice of a STOP fine notification.

13 D. *Response to a STOP Fine Notification.* Within thirty-five (35) days from the  
14 effective date, the registered owner shall pay the fine, file an owner's affidavit making a  
15 nomination, or request a hearing. To pay the fine, the recipient shall deliver the STOP fine  
16 notification with payment to the city or to the contractor according to the instructions on the  
17 STOP fine notification. To make a nomination, the recipient shall return the STOP fine  
18 notification with a completed owner's affidavit to the contractor. To request a hearing, the  
19 recipient shall return the STOP fine notification with the request for hearing to the hearing  
20 officer. There is no fee to request a hearing. Three (3) days for mailing is not allowed and the  
21 response shall be actually received no later than thirty-five (35) consecutive days (including  
22 holidays) from the effective date. The department and hearing officer shall forthwith notify the  
23 contractor concerning the receipt of a request for hearing. If the fine has not been paid, there has  
24 been no nomination or a request for a hearing within thirty-five (35) days from the effective date,

1 the contractor shall send written notice of default to the department and the registered owner or  
2 nominee or both.

3 (1) Payment of STOP fine. Upon receipt of the STOP fine notification, the  
4 recipient may elect to admit the violation and pay the fine. To proceed under this  
5 paragraph, the recipient shall admit the violation by signing and dating the STOP fine  
6 notification on a space provided and returning the STOP fine notification with payment  
7 to the contractor or to the city within thirty-five (35) days. The city may, but is not  
8 required to, adopt procedures for alternative methods of payment of fines using the  
9 internet or other on-line services. There shall be a fifty dollar (\$50.00) penalty for any  
10 payment tendered that is not honored or is returned for any reason.

11 (2) Appeal. The recipient of the STOP fine notification may request a  
12 hearing by so indicating and returning the STOP fine notification to the hearing officer  
13 within thirty-five (35) days of the effective date. There is no fee for a hearing. The  
14 hearing officer shall schedule a hearing.

15 (3) Nomination. Any registered owner who was not driving the car at the  
16 time of the violation may either accept the responsibility or identify the driver so the  
17 contractor can send a notice of violation to the driver. The nomination procedure  
18 described in this paragraph is available to any registered owner and is not limited to  
19 corporations and governmental entities. If the registered owner claims that another person  
20 was driving the vehicle at the time of the violation, the registered owner shall so indicate  
21 on the owner's affidavit and identify the person who was driving the vehicle. The  
22 contractor shall forthwith deliver the STOP fine notification and owner's affidavit to the  
23 department to the attention of the issuing police officer. The police officer may send a  
24 new STOP fine notification to the nominee or cause the contractor to deliver a new STOP  
25 fine notification to the nominee. The effective date of the STOP fine notification sent to

1 the nominee is the day the STOP fine notification is issued to the nominee as indicated on  
2 the face of the new STOP fine notification. If the nominee successfully appeals the  
3 allegation that he or she was the driver or defaults the city may proceed against the  
4 registered owner by issuing a subsequent STOP fine notification to the registered owner  
5 with the effective date being the date so indicated on the face of the subsequent STOP  
6 fine notification. If the city cannot assert jurisdiction over the nominee, the registered  
7 owner is responsible, subject to the remaining defenses available in this section. Any  
8 registered owner who submits an owner's affidavit does so under penalty of perjury. If the  
9 registered owner operates a business that uses a fleet of one (1) or more vehicles and  
10 nominated the driver on a previous violation and the driver paid the fine or otherwise  
11 cleared the violation, a subsequent violation pertaining to the fleet vehicle shall not be  
12 considered a second, third or subsequent violation regarding that vehicle unless driven by  
13 the same driver. Without limitation on the foregoing, nomination may be used when:

14 (a) The registered owner is the United States of America, state of  
15 New Mexico, county of Santa Fe, city of Santa Fe or any other governmental  
16 entity that owns a vehicle that was being driven by a natural person who was an  
17 employee, contractor or agent of the governmental entity at the time of the  
18 alleged violation. Said entities shall nominate and identify the driver.

19 (b) The registered owner is a place of business, corporation or other  
20 non-natural entity that owns a vehicle that was being driven by a natural person  
21 who was the employee, contractor or agent of the business, corporation or other  
22 non-natural entity at the time of the alleged violation. Said entities shall nominate  
23 and identify the driver.

24 (c) The registered owner is an automobile rental business,  
25 automobile dealership or other business entity that, in the ordinary course of



1 business, leases vehicles to others and the lessee was driving the vehicle at the  
2 time of the alleged violation. Said entities shall nominate and identify the driver.

3 (d) The registered owner was not driving the vehicle at the time of  
4 the violation. To assert the defense mentioned in this paragraph, the registered  
5 owner shall identify the actual driver and comply with the nomination provision  
6 above to assert this defense.

7 E. *Default.* If the city does not receive payment of the fine, a nomination or a  
8 request for a hearing within thirty-five (35) days from the effective date, the registered owner is  
9 in default. Default automatically results in liability to the registered owner for the violation and  
10 the registered owner is barred from requesting or obtaining any hearing on the merits of the STOP  
11 fine after the date of the default. A default results in an additional penalty of twenty-five dollars  
12 (\$25.00). The department shall cause the contractor to mail the notice of default to the defaulting  
13 party. The notice of default shall inform the recipient that they have twenty (20) days from the  
14 date of mailing of the notice of default to pay the fine and default penalty or request a hearing  
15 from the hearing officer. If the default is not cured, the city may pursue all remedies for collection  
16 of a debt and is entitled to an award of reasonable attorney's fees incurred. An uncured notice of  
17 default shall be entered into the records of the department. The registered owner is liable for a  
18 default by a nominee.

19 F. *Hearing.* In the event of a demand for a hearing, the hearing officer shall hold a  
20 hearing within ninety (90) days from the date of the request for hearing unless a continuance is  
21 granted pursuant to the consent of the parties. The hearing does not need to be held within ninety  
22 (90) days if a continuance is granted. The hearing officer is in charge of the proceedings and may  
23 exclude any person for inappropriate conduct. The hearing shall be conducted following the rules  
24 of evidence and civil procedure for the district courts. The department has the burden to prove by  
25 a preponderance of the evidence that the violation occurred. The respondent has the burden to

1 prove any defenses by a preponderance of the evidence. A photograph, videotape or other  
2 electronic evidence of a violation is authentic, is not hearsay and shall be admitted into evidence  
3 by the hearing officer. The respondent may challenge the weight or accuracy of the evidence. If  
4 the department prevails, the respondent shall pay the fine. The hearing officer shall render a  
5 decision in writing in ten (10) days and provide the decision to the department and the finance  
6 department. A determination by the hearing officer shall not impose a total amount of penalties,  
7 fines, fees and costs in excess of that provided in this section. The hearing officer may refer the  
8 respondent to teen court according to the municipal court's procedures for teen court referrals.  
9 Failure to pay a fine as ordered by the hearing officer within twenty (20) consecutive days from  
10 the date of the decision is a default and will apply against the vehicle without service of a notice  
11 of default. Following a hearing, the respondent may appeal the decision of the hearing officer to  
12 district court within thirty (30) days of the decision and may recover the costs of filing the appeal  
13 if successful.

14 G. *Defenses.* The respondent may present the following defenses in addition to any  
15 other defenses available under law and has the burden of proof concerning the defenses:

16 (1) The vehicle was stolen or otherwise being driven without the  
17 registered owner's knowledge or permission at the time of the alleged violation.  
18 The registered owner shall have a police report pertaining to the theft to avail the  
19 owner of this defense.

20 (2) The ownership of the vehicle had lawfully been transferred and  
21 conveyed from the registered owner to another person before the time of the  
22 alleged violation. To assert this defense, the registered owner shall identify the  
23 transferee and provide proof of conveyance.

24 (3) The evidence does not show that a violation was committed  
25 involving the subject vehicle.

1 (4) The registered owner was not driving the vehicle at the time of  
2 the violation. To assert the defense mentioned in this paragraph, the registered  
3 owner shall identify the actual driver and comply with the nomination provision  
4 above to assert this defense.

5 (5) The vehicle should not be assessed an increased fine for a  
6 subsequent violation because the registered owner owns or operates a fleet of  
7 vehicles in a business and nominated the actual driver who satisfied payment of  
8 the fine on the previous violation.

9 (6) The registered owner did not receive notice because the STOP  
10 fine notification was not mailed to the address of record with the department of  
11 motor vehicles.

12 H. *Fine.* Except as set forth in paragraph (3) below, the following fines are  
13 prescribed for all violations including those imposed by the hearing officer. Nothing in this  
14 section shall prohibit the department from entering into pre-hearing settlement agreements with  
15 respondents.

16 (1) For the first violation, the fines for speeding are as follows:

17 (a) More than five (5) miles per hour over the speed limit in  
18 school and construction zones: one hundred dollars (\$100.);

19 (b) More than ten (10) miles per hour over the speed limit:  
20 fifty dollars (\$50.).

21 (2) For subsequent violations within two (2) years of the preceding  
22 violation, the fines for speeding are as follows:

23 (a) More than five (5) miles per hour over the speed limit in  
24 school and construction zones: one hundred and fifty dollars (\$150.);

25 (b) More than ten (10) miles per hour over the speed limit:

one hundred dollars (\$100.).

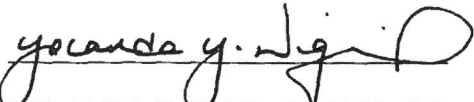
(3) The hearing officer may allow service to the city as an alternative to payment of fines. A violator who elects to avail themselves of the option of service to the city in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon city employees, including, without limitation, workers compensation. The city is not responsible for damages incurred except as otherwise provided by law. The person seeking relief hereunder shall timely request the option of service to the city in lieu of payment of a fine by requesting a hearing before a hearing officer at which to demonstrate that the person eligible for the option and shall not be in default on payment of other fines, fees, or liens levied by the city of Santa Fe. Respondents ordered to perform community service in lieu of payment of a fine shall complete such community service within thirty (30) days from the date of hearing. No person who cannot pass the background check to qualify as a volunteer may obtain relief under this paragraph. The services shall be performed with approved organizations or city departments. Services shall be rendered in not less than full hour increments and shall be credited against the fine payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee shall establish procedures for administering this paragraph including, but not limited to, the nature of services performed.

PASSED APPROVED and ADOPTED this 30<sup>th</sup> day of August, 2017.

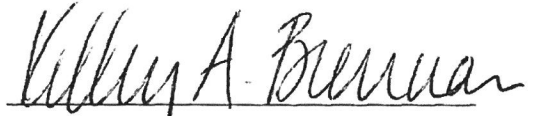
*Amos*

JAVIER M. GONZALES, MAYOR

1 ATTEST:

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4 YOLANDA Y. VIGIL, CITY CLERK

5 APPROVED AS TO FORM:

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8 KELLEY A. BRENNAN, CITY ATTORNEY

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25 M/Legislation/Ordinances 2017/2017-17 STOP Changes

# City of Santa Fe New Mexico

## Memo

**Date:** December 9, 2019

**To:** City Council  
Finance Committee  
Public Works Committee  
Public Safety Committee

**CC:** Jarel LaPan Hill, Interim City Manager

**Via:** Fran Dunaway, Purchasing Director  
Andrew Padilla, Chief of Police *EB/12-9-19*

**From:** Ben Valdez, Deputy Chief of Police *B. Valdez DC*

**Item and Issue:**

Procurement purchases with State Price Agreements over \$60,000 for Mobile Video Trailers.  
Vendor: SCI Inc.

**Background and Summary:**

The Projected City Wide amount spent on procurement to SCI Inc. will exceed the \$60,000 threshold per the procurement regulations. The following amounts spent by the Police Department for year ending 6/30/19 was \$104,745.80. The anticipated total for FY20 will be **\$204,340.87**, of which \$144,340.87 is over the \$60,000 threshold.

The City of Santa Fe Police Department is requesting the use of the New Mexico State Price Agreement approved for SCI Inc. for the continued purchasing capability for mobile video trailers under New Mexico Statewide Purchasing Agreement 70-000-17-00067 current through September 13, 2020, and for professional labor services under GSA Schedule GS-07F-9455S current through April 30, 2021.

**Requested Action:**

Request approval to purchase (4) mobile video trailers utilizing the New Mexico State Purchasing Agreement with SCI Inc. and to pay for the professional services labor utilizing the General Services Agreement by the Public Safety Committee, Public Works Committee, Finance Committee and City Council. Funding was budgeted and is available in **1000310.570500** for the current fiscal year.

Should you have any questions, I may be reached at 505.955.5040.



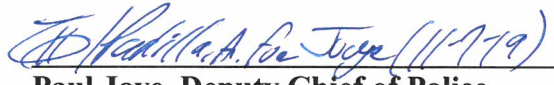
# City of Santa Fe New Mexico

## MEMO

**DATE:** November 6, 2019

**TO:**   
Andrew Padilla, Chief of Police

**VIA:**  PC 11/6/19  
Ben Valdez, Deputy Chief of Police

  
Paul Joye, Deputy Chief of Police

**FROM:**   
Anthony Tapia, Captain, Investigations

**SUBJ:** eCam Secure Mobile Surveillance Trailer Purchase Request  
NM-GSD Statewide Price Agreement: SPD#60-000-15-00024

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I am writing this memo to request the purchase of four more eCam-Secure brand Mobile Surveillance Trailers (also known as Mobile Video Trailers - MVT). The MVT's provide a flexible and energy efficient surveillance solution. They offer complete flexibility for temporary remote video surveillance via a cellular network. These units are powered with both solar panels and an energy efficient diesel engine to recharge the batteries during cloudy or rainy days. Since these units are also equipped with bright white LED lighting they can also be utilized in a secondary role as a portable light tower.

The requested models will also have two Pan Tilt Zoom (PTZ) video surveillance cameras and two stationary IP video surveillance cameras mounted to its tower. The PTZ cameras will allow remote viewing and camera manipulation/adjustment during deployments. The stationary cameras also have low light viewing capabilities and one can be positioned down towards the trailer for asset protection.

The Santa Fe Police Department purchased two eCam-Secure MVT's (Hybrid Mobile Surveillance Units) in the spring of 2017, and two more MVT's in the fall 2018. The Santa Fe Police Department Criminal Intelligence Unit is primarily responsible for maintaining, deploying, and monitoring the MVT's. Since the spring of 2017 the MVT's have been



deployed successfully in high crime areas such as parks, neighborhoods, business areas, and parking spaces in order to deter crime.

The Criminal Intelligence and Analysis Unit also receives requests by members of the public for the MVT's to be deployed to their neighborhoods and business areas. The MVT's have been received by members of the community as an effective deterrent to criminal activity.

MVT's are also deployed during major events in Santa Fe, NM; such as the Burning of Zozobra, Fiestas de Santa Fe, Markets, and many other special events to provide necessary situational awareness to police and emergency services. The MVT's have even been utilized after major incidents, such as homicides and sexual assaults, to both deter further incidents in those areas, and also help provide residents with a sense of safety.

Recently we are seeing an increase in demand for the MVT's throughout the City of Santa Fe. The four MVT's that the Santa Fe Police Department currently has are now, with the exception of during maintenance cycles, being deployed on a constant basis. The demand is so great that the four MVT's can no longer fill all requests.

Therefore the Santa Fe Police Department Criminal Intelligence and Analysis Unit is requesting four additional eCam-Secure Mobile Surveillance Trailers be purchased by the Santa Fe Police Department. I believe that these additional MVT's will assist the Santa Fe Police Department in helping further deter crime and also help ensure public safety during large events or after major crimes/incidents.

I have attached a quote for four eCam-Secure Mobile Surveillance Trailers (MVT's) specifically the MSUHV2 Model Units with two Pan Tilt Zoom (PTZ) video surveillance cameras and two stationary IP cameras mounted to each. The trailers are able to be purchased the NM-GSD-Statewide Price Agreement from SCI, Inc. located out of Albuquerque, NM. The cost for the four eCam-Secure Mobile Surveillance Trailers are as follows:

**COST:**

1. Four eCam MSUHV2 4-Camera Mobile Surveillance Units: \$156,441.60
2. Four eCam MSU-P1 Hardware/Software Packages: \$36,200.40
3. Latitude Classic Channel License: \$756.20
4. Latitude Classic Channel License: \$1,140.00
5. Global Admin License: \$684.00
6. eCam PROSERV-I/T Professional Services Labor Costs: \$4,745.00
7. eCam SH Freight: \$4,000.00
8. Sub Total: \$203,967.00

9. NM GR Tax @ 7.875%: \$373.67

**10. Total: \$204,340.87**

I thank you for your time and consideration in this matter.



## The City of Santa Fe Police Department



### Mobile Surveillance 4 Trailers / FLIR SCI QUOTE # 20190927-1659c

***Note: Option #1: Extended Warranty***

**Submitted To:** The City of Santa Fe  
Police Department  
2515 Camino Entrada  
Santa Fe, New Mexico 87507  
Phone: 505-231-9807  
Email: [cjsalazar@santafenm.gov](mailto:cjsalazar@santafenm.gov)

**Attention:** Mr. Casey Salazar

**Submitted By:** SCI, Inc.  
3801 Rutledge Road NE  
Albuquerque, New Mexico 87109  
Phone: 505-998-1150  
Email: [jamie.dillavou@scinm.net](mailto:jamie.dillavou@scinm.net)





**THE CITY OF SANTA FE – POLICE DEPARTMENT  
MOBILE SURVEILLANCE 4 TRAILERS / FLIR  
SCI QUOTE # 20190927-1659c  
SCI, Inc.**

**SCOPE OF WORK:** SCI, Inc. will provide four (4) mobile video system trailers at the Customer's location in Santa Fe, New Mexico. This response includes the equipment and configuration by the manufacturer. Equipment is designed using FLIR Latitude Network Video Recording (NVR) software loaded onto the system hardened PC computer, with local power, positioning components, and camera equipment that is compatible with the FLIR Latitude software system to be deployed in the Police Department's Command Control Area. Remote control and viewing is via cellular network communication provided by the Customer.

**Please Note:** Remote control and viewing software requires system setup and deployment, included in this design, to be installed into desktop computers provided by the Customer per the attached minimum specifications.

**PROJECT DETAIL:** Each Trailer includes the following

1. Surveillance Unit Features
  - 1.1. (1) FLIR NVR – Industrial Grade SSD (1 NVMS License, 4 Camera Channel License)
  - 1.2. (2) HD IP PTZ Camera – Axis P55512-E PTZ
  - 1.3. (2) Fixed IP Cameras – OpenEye CM-716AI
  - 1.4. (1) 4-Port PoE Switch – Axis T81B22 DC30
  - 1.5. (1) Package – Strobe Lights (1-Red Strobe/1-White Strobe)
  - 1.6. (1) Package Loud Speaker/Siren
  - 1.7. (1) 3G/4G Cellular Router
  - 1.8. (4) Outdoor Solid State High Efficiency LED Lighting
2. Power Source
  - 2.1. (1) Motorized Dual-Vertical Mast-Mounted Solar Panels
  - 2.2. (1) 880 AMP Hour Battery Bank
  - 2.3. (1) 4-Stroke Diesel Engine
  - 2.4. (1) Auto Generator Triggered Low Battery Detection
  - 2.5. (1) Remote Start for Generator
  - 2.6. (1) Low Voltage Supervision
3. Trailer and Mast
  - 3.1. (1) 30' All-Steel Fixed Motorized Mast
  - 3.2. (1) 6-Point Outrigger Stance
  - 3.3. (1) Lockable Cabinet
  - 3.4. (1) Tow Lights
4. Programming
  - 4.1. Cameras and Network Video Recorder
  - 4.2. Verifying connection between mobile unit and Customer's Facility
5. Command Control: (1) NVMS Global Administration License
6. Training: Performed On-Site, Customer's Facility, including Trailer and Command Control Software Deployment
7. Manufacturer Information: Approximate 51 day turnaround time ARO

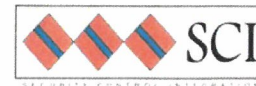
**PROJECT RESPONSIBILITIES:**

**SCI, Inc. c/o eCam Secure will perform the following:**

1. SCI will provide system components per the Customer-approved manufacturer specification.
2. SCI will not provide any additional services outside the above Scope of Work and Project Detail, without the Customer's direction and written permission.

**The Customer will provide the following:**

1. **Electrical Requirements:** The mobile unit uses self-contained power
2. **Network Requirements:** The Customer will provide a mobile "Air Card" (4 each) prior to trailer delivery, per manufacturer specifications, in order to connect to the Customer-provided ISP. NOTE: Network connectivity is dependent on ISP coverage.
3. **General Requirements:** The Customer will provide desktop computer per the following hardware specification to be deployed for Command Control (*Hardware Spec: Processor: Intel E5-2620-v4, RAM: 16GB, Hard Drives: 7200 RPM (or SSD) 80GB/OS 50GB Database, Network Interface: 1Gbps, Operating System: Windows 10 Pro/Enterprise - 64 bit.*) The Customer will provide a Project Supervisor for project coordination prior to and during installation, and a System Administrator for system management after installation completion. Pre-installation coordination performed by the Customer Project Supervisor will include the completion of all items identified for Customer delivery prior to initiation of on-site installation.



**EXCEPTIONS AND CLARIFICATIONS:**

- This Design Proposal and all accompanying materials, and the original information, designs, concepts and ideas represented herein are the exclusive and confidential intellectual property of SCI and may not be disclosed, disseminated, reproduced or copied in any manner without the express written authorization of SCI, and is presented to the Customer with the understanding the Customer shall retain this information in strict confidence to be treated accordingly. Proposal and all associated materials, drawings and documents must be returned promptly upon demand.
- SCI provides this design "as is;" should any project document or site abnormalities exist, SCI will advise the Customer regarding details and recommended or necessary design cost adjustments.
- *Statement of Limited Liability.* SCI warrants to the Customer that the Materials, Analysis, and Services to be delivered or rendered hereunder, will be of the kind and quality designated and will be noted in the attached project Scope of Work, Project Detail, and Exceptions and Clarifications as an accepted exhibit and executed by both Customer and SCI. SCI makes no other warranties, whether written, oral, or implied, including without limitation, warranty of fitness for a particular purpose or merchantability.
- The Customer and SCI agree no other work stated outside the attached Scope of Work, whether expressed or implied, will be valid unless in writing and approved by both parties.

**GENERAL WARRANTY TERMS:**

1. Manufacturer warranty is in effect for one (1) year parts and labor from the date of completion.
2. The Manufacturer is responsible for repair or replacement of any defective equipment or workmanship.
3. The Manufacturer will offer Unlimited Phone Support (during business hours 8:00am – 4:00pm PST, Monday – Friday) while the equipment is under warranty.
4. The Customer is responsible for preventive maintenance, inspections, calibration, and other general ongoing maintenance tasks.
5. Warranty work will be performed during regular working hours, and is subject to availability of technicians on a first call – first response basis.
6. The Manufacturer is not responsible for warranty coverage on any equipment repaired by others, abused, altered, misused, damaged by fire, flood, or Act of God, or which has not been reasonably and properly maintained.
7. A service call is billable to the Customer if the problem is determined to be outside the scope of warranty coverage, in which case a written description of the problem encountered and corrective work performed will be provided.

**OPTION #1: EXTENDED WARRANTY:**

1. Manufacturer extended warranty is in effect after the first-year parts and labor warranty from the date of acceptance. Extended warranty includes hardware, equipment and software version, support labor is not included and is addressed per instance.



**EQUIPMENT AND LABOR LISTING:**

Line	Item	Note	Qty	Mfg	Model	Description	MSRP	Unit	Extended
<b>Mobile Surveillance System: Base System – Four Trailers (FLIR Software)</b>									
1	016	F	4	eCam	MSUHV2	4-Camera Mobile Surveillance Unit	40,320.00	39,110.40	156,441.60
2	016	F	4	eCam	MSU-P1	Hardware Package	9,330.00	9,050.10	36,200.40
3	016	F	4	FLIR	LAT-C-BSL	Latitude Classic Base NVMS License	199.00	189.05	756.20
4	016	F	8	FLIR	LAT-C-CHAN	Latitude Classic Channel License	150.00	142.50	1,140.00
5	016	F	1	FLIR	LAT-C-GLAD	Global Admin License	720.00	684.00	684.00
6		G	31	SCI	246-1000	Professional Services Labor		154.15	4,744.74
7		H	1	eCam	SH	Freight	Per Quote	4,000.00	4,000.00
8						Sub Total			\$203,966.94
9						NM GR Tax @ 7.875%			\$373.65
10		I				<b>Total</b>			<b>\$204,340.59</b>
<b>Option #1: Extended Warranty</b>									
11	016	F	4	eCam	System Support	System Support Yr 2	Per Quote	4,500.00	18,000.00
12	016	F	4	eCam	System Support	System Support Yr 3	Per Quote	5,700.00	22,800.00
13	016	F	4	eCam	System Support	System Support Yr 3	Per Quote	6,900.00	27,600.00
Note: F	Refers to the State of New Mexico-GSD Statewide Price Agreement: SPA#70-000-17-00067 for Electronic Components, Cable, CCVE and Electronic Test Equipment. Term is Sept. 14, 2017 through Sept. 13, 2020.								
Note: G	Refers to the GSA Authorized Federal Supply - Schedule GS-07F-9455S for Access Control Systems, Installation of Security/Facility Management Systems, contract period 5/1/2016 through 4/30/2021 per Modification PO-0040.								
Note: H	Refers to an Open Market (OM) item.								
Note: I	Totals include applicable NM GRT. Public Sector entities are responsible for applicable taxes on labor only. Please note the attached SCI, Inc. Scope of Work and Project Detail for system descriptions, exceptions, and clarifications.								
Note: J	Extended Warranty applies after the first Year 1 Warranty. Extended Warranty Year 2, Year 3, and Year 4 provide coverage for hardware, equipment, and software version, support labor is not included, cost is per unit.								

## ELECTRONIC COMPONENTS, CABLE, CCVE &amp; ELECTRONIC TEST EQUIPMENT

Vendor: SCI, Inc. (Security Control Integration, Inc.)

NM State Vendor I.D. #51815

3801 Rutledge Rd NE

NM State Contractor License #55759

Albuquerque, NM 87109

NM Resident Contractor Certificate #L1348243408

BID Item #	QTY	UNIT	Article and Description	Manufacturer/Brand (Parent Company)	Mfr. Code	Price List Type	Discount %
0002	EA.	DISCOUNT	RELAYS	ALTRONIX	ALT	CURRENT MSRP	20%
0002	EA.	DISCOUNT	RELAYS	DSC (TYCO)	DSC	CURRENT MSRP	25%
0002	EA.	DISCOUNT	RELAYS	SDC / SECURITY DOOR CONTROLS	SDC	CURRENT MSRP	28%
0002	EA.	DISCOUNT	RELAYS	SECURITRON (ASSA ABLOY)	SEC	CURRENT MSRP	20%
0002	EA.	DISCOUNT	RELAYS	UTC SECURITY	UTC	CURRENT MSRP	20%
0003	EA.	DISCOUNT	SWITCHES	BOSCH IFAS	BOSA	CURRENT MSRP	25%
0003	EA.	DISCOUNT	SWITCHES	DKS - DOORKING	DKS	CURRENT MSRP	20%
0003	EA.	DISCOUNT	SWITCHES	DORTRONICS	DOR	CURRENT MSRP	20%
0003	EA.	DISCOUNT	SWITCHES	DSC (TYCO)	DSC	CURRENT MSRP	25%
0003	EA.	DISCOUNT	SWITCHES	DYNALOCK	DYN	CURRENT MSRP	20%
0003	EA.	DISCOUNT	SWITCHES	SCHLAGE BIOMETRIC (ALLEGION)	SCH	CURRENT MSRP	25%
0003	EA.	DISCOUNT	SWITCHES	SDC / SECURITY DOOR CONTROLS	SDC	CURRENT MSRP	28%
0003	EA.	DISCOUNT	SWITCHES	SECURITRON (ASSA ABLOY)	SEC	CURRENT MSRP	20%
0003	EA.	DISCOUNT	SWITCHES	UTC SECURITY	UTC	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	ALTRONIX	ALT	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	AMAG	AMAG	CURRENT MSRP	5%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	BOON EDAM	EDAM	CURRENT MSRP	5%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	BOSCH IFAS	BOSA	CURRENT MSRP	25%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	DKS - DOOR KING	DKS	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	DORTRONICS	DOR	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	DSC (TYCO)	DSC	CURRENT MSRP	25%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	ELK	ELK	CURRENT MSRP	5%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	ENGINEERED PARKING SYSTEMS / EPS	EPS	CURRENT MSRP	5%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	ESSEX ELECTRONICS	ESX	CURRENT MSRP	5%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	FOLGER ADAM (ASSA ABLOY)	FOA	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	HES / HANCHETT ENTRY SYSTEMS (ASSA ABLOY)	HES	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	HID - EASYLOBBY	ELOB	CURRENT MSRP	5%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	HID - PACS, pivCLASS	HID	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	HID - SECURE ISSUANCE (FARGO)	FARG	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	HOUSING COMPANY	THC	CURRENT MSRP	10%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	INOVONICS	INO	CURRENT MSRP	15%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	ISONAS	ISO	CURRENT MSRP	10%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	LENEL	LNL	CURRENT MSRP	5%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	MIDDLE ATLANTIC PRODUCTS	MAP	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	RUTHERFORD CONTROLS / RCI	RCI	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	S2 SECURITY	S2S	CURRENT MSRP	10%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	SAFETY TECHNOLOGY INTERNATIONAL / STI	STI	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	SARGENT (ASSA ABLOY)	SAR	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	SCHLAGE ELECTRONICS (ALLEGION)	SCH	CURRENT MSRP	25%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	SDC / SECURITY DOOR CONTROLS	SDC	CURRENT MSRP	28%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	SECURITRON (ASSA ABLOY)	SEC	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	SELECT ENGINEERED (ENTRY) SYSTEMS / SES	SES	CURRENT MSRP	20%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	SOFTWARE HOUSE (TYCO)	SWH	CURRENT MSRP	CAT. B: 15% CAT. D: 1%
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	UTC SECURITY	UTC	CURRENT MSRP	20%



**ELECTRONIC COMPONENTS, CABLE, CCVE & ELECTRONIC TEST EQUIPMENT**

Vendor: SCI, Inc. (Security Control Integration, Inc.)

NM State Vendor I.D. #51815

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NM Resident Contractor Certificate #L1348243408

BID Item #	QTY	UNIT	Article and Description	Manufacturer/Brand (Parent Company)	Mfr. Code	Price List Type	Discount %
0004	EA.	DISCOUNT	ELECTRONIC HARDWARE & ENCLOSURES	VON DUPRIN (ALLEGION)	VON	CURRENT MSRP	25%
0005	EA.	DISCOUNT	MINIATURE LAMPS & HARDWARE	DORTRONICS	DOR	CURRENT MSRP	20%
0005	EA.	DISCOUNT	MINIATURE LAMPS & HARDWARE	DYNALOCK	DYN	CURRENT MSRP	20%
0005	EA.	DISCOUNT	MINIATURE LAMPS & HARDWARE	SDC / SECURITY DOOR CONTROLS	SDC	CURRENT MSRP	28%
0005	EA.	DISCOUNT	MINIATURE LAMPS & HARDWARE	SECURITRON (ASSA ABLOY)	SEC	CURRENT MSRP	20%
0006	EA.	DISCOUNT	FUSES	ALTRONIX	ALT	CURRENT MSRP	20%
0006	EA.	DISCOUNT	FUSES	NITEK	NTK	CURRENT MSRP	20%
0007	EA.	DISCOUNT	COAXIAL CABLE CONNECTORS, ADAPTORS	COMMUNICATIONS SUPPLY / CSC	CSC	CURRENT MSRP	20%
0007	EA.	DISCOUNT	COAXIAL CABLE CONNECTORS, ADAPTORS	NITEK	NTK	CURRENT MSRP	20%
0008	EA.	DISCOUNT	UTP / STP CONNECTING DEVICES	ALTRONIX	ALT	CURRENT MSRP	20%
0008	EA.	DISCOUNT	UTP / STP CONNECTING DEVICES	COMMUNICATIONS SUPPLY / CSC	CSC	CURRENT MSRP	20%
0008	EA.	DISCOUNT	UTP / STP CONNECTING DEVICES	COMNET COMMUNICATIONS	COM	CURRENT MSRP	5%
0008	EA.	DISCOUNT	UTP / STP CONNECTING DEVICES	NITEK	NTK	CURRENT MSRP	20%
0008	EA.	DISCOUNT	UTP / STP CONNECTING DEVICES	NVT PHYBRIDGE	NVT	CURRENT MSRP	20%
0009	EA.	DISCOUNT	WIRE & CABLE	AIPHONE	AIP	CURRENT MSRP	20%
0009	EA.	DISCOUNT	WIRE & CABLE	COMMUNICATIONS SUPPLY / CSC	CSC	CURRENT MSRP	20%
0012	EA.	DISCOUNT	PROFESSIONAL PUBLIC ADDRESS EQUIPMENT	AIPHONE	AIP	CURRENT MSRP	20%
0012	EA.	DISCOUNT	PROFESSIONAL PUBLIC ADDRESS EQUIPMENT	TALK-A-PHONE	TAP	CURRENT MSRP	15%
0013	EA.	DISCOUNT	PROFESSIONAL INTERCOM EQUIPMENT	AIPHONE	AIP	CURRENT MSRP	20%
0013	EA.	DISCOUNT	PROFESSIONAL INTERCOM EQUIPMENT	DKS - DOOR KING	DKS	CURRENT MSRP	20%
0013	EA.	DISCOUNT	PROFESSIONAL INTERCOM EQUIPMENT	ELECTRONIC TECHNICAL SVCES / ETS	ETS	CURRENT MSRP	5%
0013	EA.	DISCOUNT	PROFESSIONAL INTERCOM EQUIPMENT	LOUROS ELECTRONICS	LOU	CURRENT MSRP	15%
0013	EA.	DISCOUNT	PROFESSIONAL INTERCOM EQUIPMENT	TALK-A-PHONE	TAP	CURRENT MSRP	15%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	ALTRONIX	ALT	CURRENT MSRP	20%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	AMERICAN DYNAMICS (TYCO)	AD	CURRENT MSRP	15%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	ARECONT	ARE	CURRENT MSRP	25%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	AXIS	AXS	CURRENT MSRP	5%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	BOSCH VS	BOSV	CURRENT MSRP	25%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	CLINTON	CLN	CURRENT MSRP	15%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	ECAMSECURE	ECAM	CURRENT MSRP	3%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	EXACQVISION (TYCO)	EXAC	CURRENT MSRP	10%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	FLIR	FLIR	CURRENT MSRP	5%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	FLUIDMESH	FLU	CURRENT MSRP	3%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	HANWA TECHWIN (SAMSUNG)	SAM	CURRENT MSRP	20%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	INDIGO VISION	IND	CURRENT MSRP	5%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	KBC NETWORKS	KBC	CURRENT MSRP	15%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	MILESTONE	MIL	CURRENT MSRP	5%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	NIGHTINGALE SECURITY DRONES	NGL	CURRENT MSRP	1%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	OPENEYE	EYE	CURRENT MSRP	15%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	PANASONIC	PAN	CURRENT MSRP	20%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	PELCO	PEL	CURRENT MSRP	26%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	RAYTEC	RAY	CURRENT MSRP	15%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	SONY SECURITY	SONY	CURRENT MSRP	20%
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	VERACITY	VER	CURRENT MSRP	5%

State of New Mexico - GSD Purchasing Division						ITB# 70-000-17-00067	
ELECTRONIC COMPONENTS, CABLE, CCVE & ELECTRONIC TEST EQUIPMENT							
Vendor: SCI, Inc. (Security Control Integration, Inc.)						NM State Vendor I.D. #51815	
3801 Rutledge Rd NE						NM State Contractor License #55759	
Albuquerque, NM 87109						NM Resident Contractor Certificate #L1348243408	
BID Item #	QTY	UNIT	Article and Description	Manufacturer/Brand (Parent Company)	Mfr. Code	Price List Type	Discount %
0016	EA.	DISCOUNT	CCVE / VIDEO EQUIPMENT	VIDEOFIED	VIF	CURRENT MSRP	5%



State of New Mexico  
General Services Department  
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:  
3 Vendors

Price Agreement Number: 70-000-17-00067

Price Agreement Amendment No.: Two

Term: September 14, 2017 – September 13, 2020

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

Procurement Specialist: Michael Saavedra

Telephone No.: (505) 827-0610

Email: Micheal.Saavedra@state.nm.us

Invoice:  
As Requested

Title: **Electronic Components, Cable, CCVE & Electronic Testing 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 September 14, 2019 to September 13, 2020 at the same price, terms and conditions for the following vendors: (AA) Communications Supply Corp., (AC) Electronic Parts Company, Inc., and (AD) SCI, Inc.

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

Mark Hayden, New Mexico State Purchasing Agent

Date: 9/11/19



State of New Mexico  
General Services Department  
Purchasing Division

Price Agreement Amendment

Awarded Vendor  
4 Vendors

Price Agreement Number: 70-000-17-00067

Price Agreement Amendment No.: One

Term: September 14, 2017 – September 13, 2019

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

Procurement Specialist: Michael Saavedra <sup>MS</sup>

Telephone No.: (505) 827-0610

Invoice:  
As Requested

Title: **Electronic Components, Cable, CCVE & Electronic Test 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 September 14, 2018 to September 13, 2019 at the same price, terms and conditions.

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: 08/03/2018

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



State of New Mexico  
General Services Department

Statewide Price Agreement

Awarded Vendor  
4 Vendors (see page 7)

Telephone No. \_\_\_\_\_

Price Agreement Number: 70-000-17-00067


Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:

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

Procurement Specialist: Eric Sanchez 

Telephone No.: 505-827-0554

Invoice:


As Requested

Title: **Electronic Components, Cable, CCVE, & Electronic Test Equipment**

Term: **September 14, 2017 – September 13, 2018**

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: **9/6/17**

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

LM;es 

State of New Mexico  
General Services Department  
Purchasing Division  
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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, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government,

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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.



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**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://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!*

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**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 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/GuidesProcedures.aspx>

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**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 page1. 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.

State of New Mexico  
General Services Department  
Purchasing Division  
Price Agreement #:

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Awarded Vendors:

(AA) 0000006418  
Communications Supply Corp.  
5950 Office Blvd. NE  
Albuquerque, NM 87109  
505-344-3400

(AB) 0000132826  
Electrep, Inc.  
547 Exeter Way  
San Carlos, CA 94070  
650-226-3165

(AC) 0000045986  
Electronic Parts Company Inc.  
2620 Rhode Island  
Albuquerque, NM 87110  
505-293-6161

(AD) 0000051815  
SCI, Inc.  
3801 Rutledge Rd NE  
Albuquerque, NM 87109  
505-998-1150

State of New Mexico  
General Services Department  
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Statewide price agreement to provide electronic parts, wire, cable, soldering supplies, electronic test equipment, public address equipment, intercom equipment, electronic chemicals, CCVE and miscellaneous electronic supplies to user agencies. Discounts, as listed, are firm.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of two (2) additional years, on a year-to-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 three (3) years.

Price shall not include state gross receipts tax or local option tax (es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

Important discount note: bidders are to use discounts from published pricing, wherever possible. Bidders are to provide a diskette copy of the price sheet cover page for each manufacturer bid. The cover page shall show the manufacturer name, date, and price type. If no published price is available, then state pricing policy. To verify discounts, complete price sheets may be requested for audit purposes.

Note: cost-plus pricing is prohibited by the New Mexico Procurement Code.

FOB-Destination: freight shall be prepaid, by contactor(s), on orders exceeding \$250.00. Orders under \$250.00 shall be shipped prepaid to destination and shipping charges may be added to the invoice as a separate item to be paid by the user agency (ies).

Method of award: to the lowest responsible bid. The state purchasing agent reserves the right to award this price agreement in total, by item, and/or group of items, by category or group of categories, whichever is in the best interest of the state of New Mexico and its user agencies. Multiple awards may be made, as needed. According to user agency needs.

Evaluation: in each category, bidders will be rated, by brand name, on the basis of best discount offered.

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0001	Ea.	disc.	Semiconductors: (resistors, capacitors, transistors, diodes, rectifiers, H.V. multipliers and dividers, IC's, varistors thyristors and triacs) published pricing less (discount) _____% each	AC) 10-15%
0002	Ea.	disc.	Relays published pricing less (discount) _____% each	AC) 10-15% AD) 20-28%
0003	Ea.	disc.	Switches published pricing less (discount) _____% each	AA) 5-10% AC) 10-15% AD) 20-28%
0004	Ea.	disc.	Electronic hardware and enclosures Published pricing less (discount) _____% each	AA) 0-20% AC) 5-15% AD) 5-25%
0005	Ea.	disc.	Miniature lamps and hardware published pricing less (discount) _____% each	AD) 20-28%
0006	Ea.	disc.	Fuses published pricing less (discount) _____% each	AC) 10-25% AD) 20%
0007	Ea.	disc.	Coaxial cable connectors, adapters, and splices published pricing less (discount) _____% each	AA) 5-15% AC) 10-15% AD) 20%

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General Services Department  
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0008	Ea.	disc.	UTP/STP connecting devices and cords published pricing less (discount) _____% each	AA) 5-20% AB) 67% AC) 10% AD) 5-20%
0009	Ea	disc.	Wire and cable published pricing less (discount) _____% each	AA) 5-40% AB) 67% AC) 5% AD) 20%
0010	Ea.	disc.	Solder and soldering equipment and Accessories published pricing less (discount) _____% each	AC) 5-10%
0011	Ea.	disc.	Electronic test equipment and accessories published pricing less (discount) _____% each	AA) 0-15% AB) 67% AC) 5-10%
0012	Ea.	disc.	Professional public address equipment published pricing less (discount) _____% each	AA) 2-7% AC) 15-17% AD) 15-20%
0013	Ea.	disc.	Professional intercom equipment published pricing less (discount) _____% each	AA) 5-20% AC) 17% AD) 5-20%

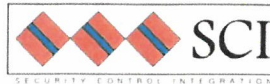
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0014	Ea.	disc.	Electronic insulating products: published pricing less (discount) _____% each	AC) 10-15%
0015	Ea.	disc.	Electronic chemicals (subject to shipping restrictions and cost due to EPA, etc. Regulations). published pricing less (discount) _____% each	AC) 5-10%
0016	Ea.	disc.	CCVE/video equipment published pricing less (discount) _____% each	AA) 0-15% AC) 10-17% AD) 1-25%

\*\*\* 16 total items \*\*\*





**General Services Administration  
Federal Acquisition Service  
Authorized Federal Supply Schedule Catalog/Price List**

**Contract GS-07F-9455S**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA *Advantage!*, a menu-driven database system. The INTERNET address for GSA *Advantage!* is: <http://www.gsaadvantage.gov>

<b>Federal Supply Schedule 084:</b>	Total Solutions for Law Enforcement, Security, Facilities Management, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response.
<b>FSC Group 63:</b>	Alarm and Signal Systems/Facility Management Systems/Professional Security/Facility Management Services and Guard Services
<b>Contract Number:</b>	GS-07F-9455S For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at <a href="http://www.fss.gsa.gov">www.fss.gsa.gov</a> .
<b>Contract Period:</b>	May 1, 2006 – April 30, 2016
<b>Contractor:</b>	SCI, Inc. 3801 Rutledge Road NE Albuquerque, New Mexico 87109-5564 Phone: 505-998-1150 Fax: 505-998-1156 Email: <a href="mailto:bob.lucero@scinm.net">bob.lucero@scinm.net</a> Web Site: <a href="http://www.scinm.net">www.scinm.net</a>
<b>Contractor Administration Source:</b>	Bob Lucero, Vice President Contact Information: Same as Above
<b>Business Size:</b>	Small
<b>Socioeconomic Indicators:</b>	Small
<b>1a. Table of Awarded Special Item Numbers (SIN):</b>	<p><u>246-35-1</u> Access Control Systems, Door Entry Control by Card Access, Magnetic Proximity – including but not limited to Biometric</p> <p><u>246-35-2</u> Access Control Systems, Door Entry Control by Touch Access, Dial, Digital, Keyboard, Keypad – including but not limited to Biometric, Voice, Fingerprint, Iris, Hand Geometry, Weight.</p> <p><u>246-42-1</u> Facility Management Systems - (Including Accessories and Repair Parts. Computerized Systems for Surveillance, Monitoring, Controlling, Signaling and Reporting Multiple Functions. Security Functions (i.e., access control, fire detection, intrusion, etc.)</p> <p><u>246-51</u> Installation of Security/Facility Management Systems Requiring Construction</p> <p><u>246-1000</u> Ancillary Supplies and/or Services – Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchase that are exclusively for supplies and/or services already available under another schedule.</p>

Federal Supply Schedule – Contract Number GS-07F-9455S

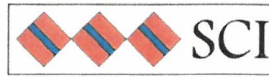
SCI, Inc. 3801 Rutledge Rd NE Albuquerque, New Mexico 87109-5564 Phone: 505-998-1150 Fax: 505-998-1156 [www.scinm.net](http://www.scinm.net)



<b>1b. Lowest Priced Model Number and Price for Each SIN:</b> (Government net price based on a unit of one.)	SIN 246-35-1	Model SWH-CCURE	Price \$	0.38
	SIN 246-35-2	Model PIV-STATION	Price \$	2,488.53
	SIN 246-42-1	Model SSA-GLD-FOR	Price \$	9.27
	SIN 246-1000	Administrative Specialist	Price \$	46.24
	SIN 246-51	Systems Installation Technician	Price \$	93.80
<b>1c. Hourly Rates:</b> (Services Only)	<b>SIN 246-1000</b> Ancillary Supplies and/or Services			
	<b>SIN 246-51</b> Installation of Security/Facility Management Systems			
	246-1000	Systems Designer	Hour	\$127.60
	246-1000	Systems Engineer	Hour	\$154.15
	246-1000	Project Manager	Hour	\$93.77
	246-1000	Professional Services	Hour	\$154.15
	246-1000	Trainer	Hour	\$72.79
	246-1000	Administrative Specialist	Hour	\$46.24
	246-1000	Systems Technician	Hour	\$84.23
	246-1000	Senior Systems Technician	Hour	\$96.64
	246-1000	Systems Manager	Hour	\$105.51
	246-1000	Integrated Systems Service Technician	Hour	\$84.23
	246-1000	Ancillary Supplies & Services	Unit	Per Est.
	246-51	Systems Installation Technician	Hour	\$93.80
	246-51	Senior Systems Installation Technician	Hour	\$108.11
	246-51	Systems Installation Manager	Hour	\$117.99
<b>2. Maximum Order: *</b>	* Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.			
<b>3. Minimum Order:</b>	None			
<b>4. Geographic Coverage:</b>	Domestic 50 States, Washington DC, Puerto Rico, & US Territories			
<b>5. Production Point:</b>	Bernalillo County, NM			
<b>6. Basic Discount:</b>	See approved Price Schedule. GSA Net Prices are shown on the attached GSA Pricelist. Negotiated discount has been applied and the IFF has been added.			
<b>7. Quantity Discounts:</b>	None			
<b>8. Prompt Payment Terms:</b>	1%/20, Net 30 Days. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.			
<b>9a. Government Purchase Cards:</b>	Government Purchase Cards must be accepted at or below the micro-purchase threshold.			
<b>9b. Government Purchase Cards:</b>	Government Purchase Cards are accepted above the micro-purchase threshold. Contact Contractor for limit.			
<b>10. Foreign Items:</b>	None			
<b>11a. Time of Delivery:</b>	30 Days ARO on Equipment, 60 Days or Per SOW on Labor			
<b>11b. Expedited Delivery</b>	15 Days ARO on Equipment, 50 Days or Per SOW on Labor (Expedited Freight Charges Apply)			
<b>11c. Overnight and 2-Day Delivery:</b>	Consult with Contractor			

Federal Supply Schedule – Contract Number GS-07F-9455S

SCI, Inc. 3801 Rutledge Rd NE Albuquerque, New Mexico 87109-5564 Phone: 505-998-1150 Fax: 505-998-1156 [www.scinm.net](http://www.scinm.net)

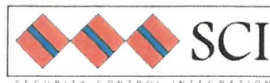


<b>11d. Urgent Requirements:</b>	Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
<b>12. FOB Point:</b>	Destination
<b>13a. Ordering Address:</b>	Same as Contractor's Address
<b>13b. Ordering Procedures:</b>	For supplies and services, the ordering procedures and information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405.3.
<b>14. Payment Address:</b>	Same as Contractor's Address
<b>15. Warranty Provision:</b>	Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty
<b>16. Export Packing Charges:</b>	N/A
<b>17. Terms and Conditions of Government Purchase Card Acceptance:</b>	Any Threshold Above the Micro-Purchase Level.
<b>18. Terms and Conditions of Rental, Maintenance, and Repair (If Applicable):</b>	N/A
<b>19. Terms and Conditions of Installation (If Applicable):</b>	N/A
<b>20. Terms and Conditions of Repair Parts Indicating Date of Parts Price Lists and Any Discounts From List Prices (If Available):</b>	N/A
<b>20a. Terms and Conditions for any Other Services (If Applicable):</b>	N/A
<b>21. List of Service and Distribution Points (If Applicable):</b>	N/A
<b>22. List of Participating Dealers (If Applicable):</b>	N/A
<b>23. Preventative Maintenance (If Applicable):</b>	N/A
<b>24a. Special Attributes Such as Environmental Attributes (e.g. recycled content, energy efficiency, and/or reduced pollutants):</b>	N/A
<b>24b. Section 508 Compliance for EIT:</b>	N/A
<b>25. DUNS Number:</b>	19-597-0504
<b>26. Notification Regarding Registration in System for Award Management (SAM) Database:</b>	Contractor has an Active Registration in the SAM database

Federal Supply Schedule – Contract Number GS-07F-9455S

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**SIN 246-1000 Ancillary Supplies and/or Services** – Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to compliment a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule. This SIN EXCLUDES purchase that are exclusively for supplies and/or services already available under another schedule.

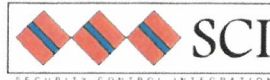
#### **SIN 246-51 Installation of Security/Facility Management Systems Requiring Construction**

##### **Services Listing:**

SIN	Type of Service	Description	Labor Category	UOI	GSA Pricing
<b>Professional Services</b>					
246-1000	Systems Designer	Provides design development of integrated security solutions including Video Surveillance, Access Control Systems, Mass Notification systems, and Intrusion Detection Systems.	S	Hour	\$127.60
246-1000	Systems Engineer	Provides qualified technical support and clarifications during the design submission approval stage. Produces required technical documents necessary for project completion.	S	Hour	\$154.15
246-1000	Project Manager	Supervises technical staff and acquisition management, procurement and technical support.	S	Hour	\$93.77
246-1000	Professional Services	Services include installation, configuration and upgrades of security applications. Provide technical support for end-users via remote or on-site support. BS/BA or equivalent training as well as three to five years of security related systems required.	S	Hour	\$154.15
246-1000	Trainer	Responsible for providing direct and/or on-line training and related support documentation for end-user personnel. BS/BA Engineering, Information Technology, Information Systems or equivalent. Combined minimum two years installation and management experience in integrated electronic security systems. State licensing required. Factory training required on all supported systems.	S	Hour	\$72.79
246-1000	Administrative Specialist	Provides support to Project Manager coordinating reporting between client, supervisory personnel and field personnel.	S	Hour	\$46.24
<b>Technical Services</b>					
246-1000	Systems Technician	Responsible for installation of electronic security hardware and software. Proficient in general aspects of Access Control Systems, Video Surveillance Systems and Intrusion Detection Systems.	C	Hour	\$84.23
246-1000	Senior Systems Technician	Responsible for installation of electronic security hardware and software. Provides on-site leadership. Directs technicians. BS/BA Engineering, Information Technology, Information Systems or equivalent. Combined minimum five years installation experience in integrated electronic security systems. State licensing required. Factory training required on all supported systems.	C	Hour	\$96.64
246-1000	Systems Manager	Supervises technical staff and provides technical support on projects assigned by the Project Manager. Supports assignments provided by Project Manager. Acts as primary on-site contact.	C	Hour	\$105.51
246-1000	Integrated Systems Service Technician	Responsible for troubleshooting, isolation and repair of electronic systems. Performs periodic and routine systems analysis and repairs. Provides remote support for diagnostics, system configuration, software installation and or upgrades.	C	Hour	\$84.23

Federal Supply Schedule – Contract Number GS-07F-9455S

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Technical Services Prevailing Wage Rate					
246-51	Systems Installation Technician	Responsible for installation of electronic security hardware and software. Proficient in general aspects of Access Control Systems (ACS), Video Surveillance Systems (CCTV) and Intrusion Detection Systems (IDS). Wage rate for projects over \$2,000.00 in compliance with Davis Bacon Act.	G	Hour	\$93.80
246-51	Senior Systems Installation Technician	Responsible for installation of electronic security hardware and software. Provides on-site leadership. Directs construction installation technicians. Wage rate for projects over \$2,000.00 in compliance with Davis Bacon Act.	G	Hour	\$108.11
246-51	Systems Installation Manager	Supervises installation technical staff and provides technical support on projects assigned by the Project Manager. Supports assignments provided by Project Manager. Acts as Contractor's primary on-site contact. Wage rate for projects over \$2,000.00 in compliance with Davis Bacon Act.	G	Hour	\$117.99
System Support					
246-1000	System Support	Includes service calls, phone support, remote evaluation and priority response for the evaluation and repair of the components. Loaner equipment, when available, will be provided at no additional charge. SCI will support software and firmware for clients covered under separate software support program. Two preventive maintenance inspections per year shall be provided.	C	Annual	Call for Price

Federal Supply Schedule – Contract Number GS-07F-9455S

SCI, Inc. 3801 Rutledge Rd NE Albuquerque, New Mexico 87109-5564 Phone: 505-998-1150 Fax: 505-998-1156 [www.scinm.net](http://www.scinm.net)

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1.Contract ID Code	Page of Pages 1   2
Amendment/Modification No. PO-0036	3. Effective Date: May 01, 2016	4. Requisition/Purchase Req. No.	5. Project No. (If Applicable) 84
6. Issued By: General Service Administration FAS, Greater Southwest Acquisition Center (7FC) 819 Taylor Street, Rm 6A06 Fort Worth, TX 76102		7. Administered By: (If Other) GSA/FAS/QVOCE 401 WEST PEACHTREE ST ATLANTA, GA 30308	
8. Name and Address of Contractor (No. Street, County, State and Zip Code)  SCI, INC. 3801 RUTLEDGE NE  ALBUQUERQUE, NM 871094540		9A Amendment of Solicitation No:	
		9B. Dated (See Item 11)	
		X	10A. Modification of Contract/Order No. GS-07F-9455S  10B. Dated (See Item 13) May 01, 2006
Code	Facility Code		
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <span style="margin-left: 100px;">is extended</span> <span style="margin-left: 100px;">is not extended.</span>			
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods. (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)			
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14. PURSUANT TO THE AUTHORITY OF FAR 43.103(b). Type of contract modifications Unilateral		
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X	D. OTHER (Specify type of modification and authority): See Block 13 Notes...		
E. <b>IMPORTANT:</b> Contractor: is not <span style="margin-left: 20px;">X</span> , is <span style="margin-left: 20px;"></span> required to sign this document and return, ___ copies to the issuing office.			
14. DESCRIPTION OF MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  a. The option is hereby exercised to extend the term of the contract. The period of performance is from May 1, 2016, to April 30, 2021.  b. The pricing during this option period (unless modified IAW other contract terms) will be based on the following approved price list(s):  Software House MSRP Price List December 2012 DVTel Commercial Price List December 2012.  <div style="text-align: right;">Continue next page...</div>			
15A. NAME AND TITLE OF SIGNER (Type or Print) GSA Initiated Mod		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print) Jonathan L. Woodcock	
15B. CONTRACTOR/OFFEROR  <b>Signature Not Required</b> <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By <b>Signed electronically</b> See above <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED Feb 24, 2016

Continuation of Description...

All Previously awarded price lists

c. The price discount relationship remain as follows:

SCI, Inc. Most Favored Customers (MFC) and the Basis of Award (BOA) for this contract are State, City, County Governments, Schools, and Universities.

Sins SIN(s): 246 35 1/RC/STLOC; 246 42 1/RC/STLOC;  
246 51/RC/STLOC; 246 1000; RC/STLOC

SCI Inc s Most Favored Customers (MFC) and the Basis of Award (BOA) for this contract are State, City, County Governments, Schools, and Universities . The price/discount relationship between the Government and the MFC will never be less favorable to the Government than at the time of award, that is: For the life of the contract, the Government and the MFC s discount based on product category will be maintained as shown below:

SIN	Product Category	Govt. Basic Discount	MFC Basic Discount
246-42-1	Category A	20%	5%
246-42-1	Category B	8%	0%
246-35-1	Category B	25%	15%
246-35-1	Category D	5%	1%
246-35-1	Category B	25%	15%
246-35-1	Category D	5%	1%
246-1000. 51	Category	As at Award	

d. Clause 552.216-70 Economic Price Adjustment Multiple Award Schedule Contracts. is incorporated into this contract.

e. The current terms and conditions in effect for this option period are as follows:

Quantity Discount: None  
Prompt Payment Discount: 1%20Net30  
Delivery Terms: 30 DARO  
Expedited Terms: 15 DARO  
FOB Terms: Destination  
Minimum Order: None  
Warranty: SCW

f. This modification incorporates the re representation of size status (FAR 52.212-3( c ) into this contract.

g. The Industrial Funding Fee (IFF) is a separate collection mechanism and any increase or decrease in the fee does not change the price discount relationship stated above. The current IFF is .75% and should be calculated as follows:

Negotiated price divided by (1 minus .0075) which equates to Negotiated price divided by 0.9925. Example: (\$100,000 / 0.9925) = \$100,755.67

All other terms and conditions remain in effect as originally accepted or subsequently changed by modification.

This modification is issued at no cost to either party.



Block 13 Notes

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Block 13.D:

Clause I-FSS-163, Option to Extend the Term of the Contract (Evergreen)



# SFFD | MIHO

## Public Safety Committee Update

December, 2019

Prepared by: Andres Mercado

Battalion Chief | Mobile Integrated Health

[ajmercado@santafenm.gov](mailto:ajmercado@santafenm.gov)

(505) 955-3604

## Context

MIHO was created in 2014 under Chief Erik Litzenberg.

MIHO has always been more of an approach than a specific set of programs but efforts were initially focused on high utilizers, a Paramedic SUV response vehicle, firefighter referrals and opiate outreach work.

MIHO has received overwhelming support from the City's elected officials through funding from the General Fund, by Santa Fe County (particularly the Community Services Department) through an MOA which partially funds an independently licensed social worker to provide clinical oversight, by the State of New Mexico through Senate Bill 536 which set aside monies for the THRIVE program, at the Federal level, by the Department of Justice through their COAP grant which funded a significant portion of our opiate outreach activities, and by the private sector through a contract with Molina Healthcare, agreements with Southwest Care Center and Christus St. Vincent for start-up funds and in-kind contributions and the ongoing financial support of Anchorum St. Vincent and the Santa Fe Community Foundation.

The MOA with Santa Fe County Community Services Department mentioned above was brought through the Committee/Council process and Councilor (and former Fire Chief) Chris Rivera requested that the Public Safety Committee be kept updated on MIHO activities.

## EMS Division and Nomenclature

The creation of the EMS Division by Chief Paul Babcock in FY20 sets the stage for this update. Internal discussion we have had about the naming of this division as well as its proper place in the organizational structure represent some of the industry changes and best thinking about how EMS-based fire services are delivered and how to best provide public safety services.

### **Emergency Medical Services**

“Emergency Medical Services, more commonly known as EMS, is a system that provides emergency medical care. Once it is activated by an incident that causes serious illness or injury, the focus of EMS is emergency medical care of the patient(s).”

–EMS.gov

### **Mobile Integrated Health-Community Paramedicine**

“Mobile Integrated Healthcare–Community Paramedicine (MIH-CP) is the provision of healthcare using patient-centered, mobile resources in the out-of-hospital environment. MIH is provided by a wide array of healthcare entities and practitioners that are administratively or clinically integrated with EMS agencies, while CP is one or more services provided by EMS agencies and practitioners that are administratively or clinically integrated with other healthcare entities.”

–NAEMT.org

### **EMS 3.0**

“EMS 3.0 is an EMS industry initiative to help EMS agencies and practitioners understand the changes that are needed in EMS to fully support the transformation of our nation’s healthcare system, and to provide tools and resources to help them implemented these changes.”

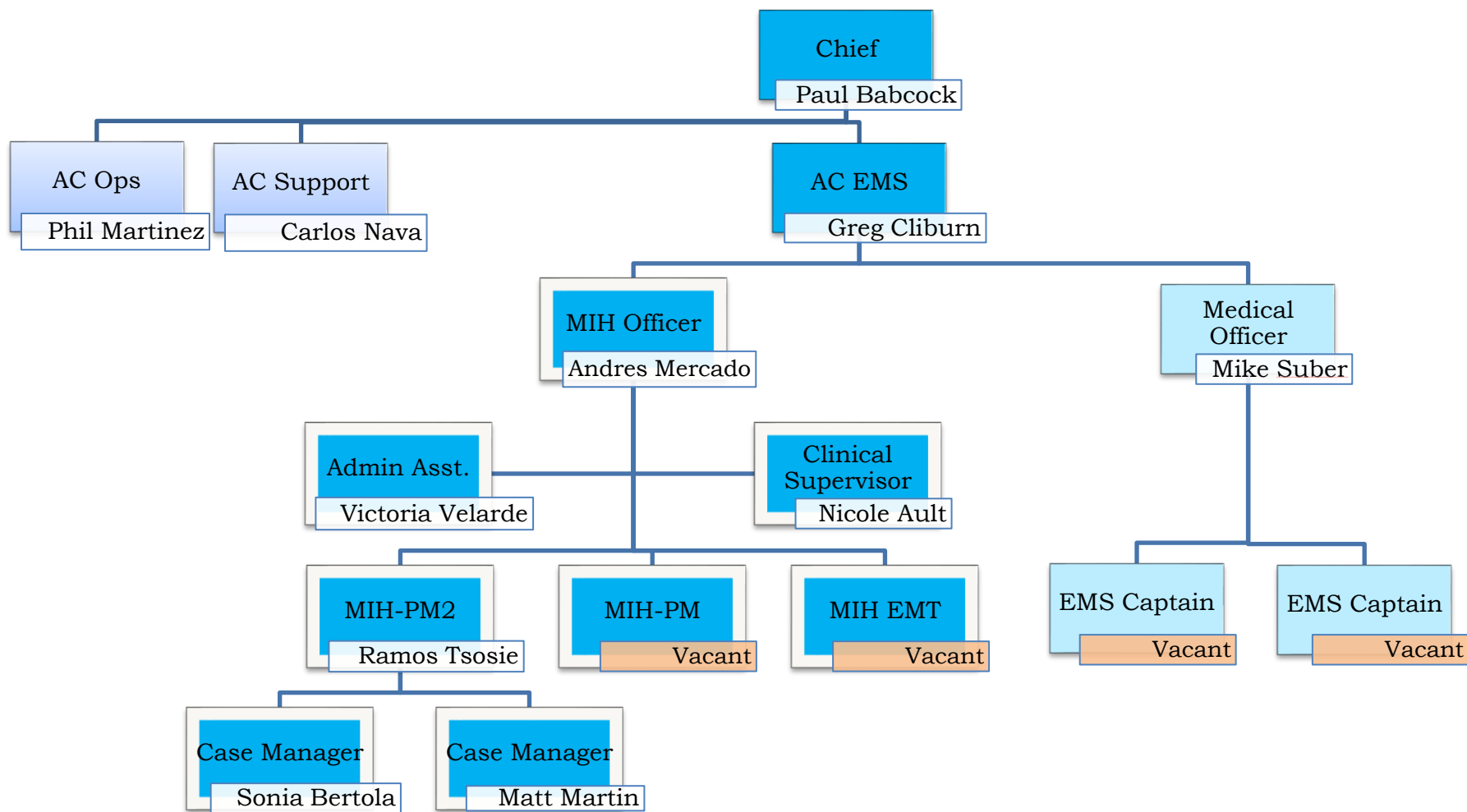
–NAEMT.org

### **Community Risk Reduction**

“As defined in NFPA 1300 ... CRR is a process to identify and prioritize local risks, followed by the integrated and strategic investment of resources to reduce their occurrence and impact.”

–NFPA.org

## EMS Division Organizational Chart



## Where does that leave MIHO?

MIHO has always been more than a set of programs. However, programs that have been operationalized to date are the following:

### CONNECT:

- What: High utilizer program ran for three years.
- Status: Stopped in summer of 2019.
- Note: External program evaluation to determine changes in 911, ER and inpatient utilization, impact on social determinants of health and customer satisfaction is underway.

### ALS SUV:

- What: SUV with paramedics responding in lieu of fire engines with ambulances to provide value-added services to high utilizers, seniors who experience a fall at home, overdoses, behavioral health calls and other requests for service.
- Status: Stopped in summer of 2019.
- Note: Final program report completed with performance summary, lessons learned and recommendations.

### Firefighter Referrals:

- What: Program which allows any FD employee to identify an unmet community need and refer them to follow-up services by MIHO staff.
- Status: Active but operating under very limited capacity.
- Note: Although referrals have come from across the department, referral volume dropped significantly in summer of 2019. This is thought to be because the staff which rotated through the ALS SUV program were more aware of the capabilities of the program and thus more likely to refer.

### Opiate Outreach:

- What: Follow-up to all opiate overdoses SFFD responds to (as well as some referrals from DOH for overdoses seen at CSVRMC ER).
- Status: Only program operating at full capacity.
- Note: THRIVE (formerly known as “LEAD”) is a new referral source for Opiate Outreach which allows SFPD officers to divert low-level offenders to case management instead of arrest. This has come with \$250k from the GF and \$237k from the State. Went live on November 15<sup>th</sup>, 2019. Only 2 referrals have been received since launch. All shifts have been trained, commanders, detectives and more.

## MIHO's future

Working with the rest of the department and with the resources available, we will strive to:

- Achieve more efficient and effective use of city/tax payer resources by dedicating resources which are in direct response to community risk and community demand while decreasing the cost of EMS and law enforcement resources required for non-emergent calls for service. Community Risk Assessment to begin in spring 2020 thanks to Anchorum St. Vincent.
- Coordinate and streamline system response and resources during a 911 call by facilitating alignment between patients' needs and appropriate community and health system resources, thereby reducing emergent responses for preventable 911 calls. FY21 budget ask for a BH Director and Interdisciplinary Alternative Response Team(s) made up of a law enforcement officer, paramedic and BH professional which will build upon the ALS SUV program.
- Identify patterns and trends in utilization of social, mental health and community resources as well as generate and share data that significantly impacts population health initiatives. SFFD analytics which have been provided by MIHO will be provided by the EMS Division.
- Provide a unique perspective working with residents in crisis, often identifying potential crises before they occur. Continue to provide opiate outreach services, encouraging PD to take advantage of THRIVE program and broaden THRIVE to include BH calls for service beyond opiates.
- Proactively work with identified high utilizers of these services, assisting them to navigate the local healthcare system and community resources. Work with Labor and Management to fix structural problems with current/vacant positions and relaunch CONNECT.
- Collaborate with regional partners including SFCFD, SFCSD and SFCo CSD. Discussions on regionalized approaches to services with Department heads have started.
- Strive to take advantage of opportunities to recover cost and maximize revenue. Process to bring the GEMT program to New Mexico is underway.



## The Challenge We Face

Like in all other cities across the United States, the City of Santa Fe has emerging challenges in the 911 system which simply cannot be met by scaling existing models.

The basic deployment model of the fire department has not changed since before the internet was invented.

The fire service mission has always taken pride in putting life safety *first*. As risk from fire becomes smaller and smaller (largely because of prevention efforts) and risk from other injuries and illnesses become more and more prevalent, the fire service must revisit its mission statement and consider two choices before it: 1.) rewrite the mission statement with a narrower definition to focus on fire suppression and fire risk, or 2.) fully adopt the task of protecting life safety categorically and following that calling wherever it leads.

This is no small task. There is a narrative about what the fire service does and, in many places, it is out of sync with reality. This narrative influences how firefighters think of themselves, how the community views firefighters and, ultimately, the budget and management process. In order to take full advantage of the opportunities before us, we must be data-driven, focus on our mission (instead of protecting current deployment models), be community-facing and have all these concepts inform *all* of the work our department does. Current and emerging leaders' challenge (if the fire department is to remain relevant into the future) is to evolve. Departments who succeed under these evolutionary pressures will have to go beyond well-intentioned but non-integrated programs to looking at all decisions (branding, recruiting, training, deployment models, programming/operations, promotional processes and organizational structures) through this mission-focused and data-driven lens.

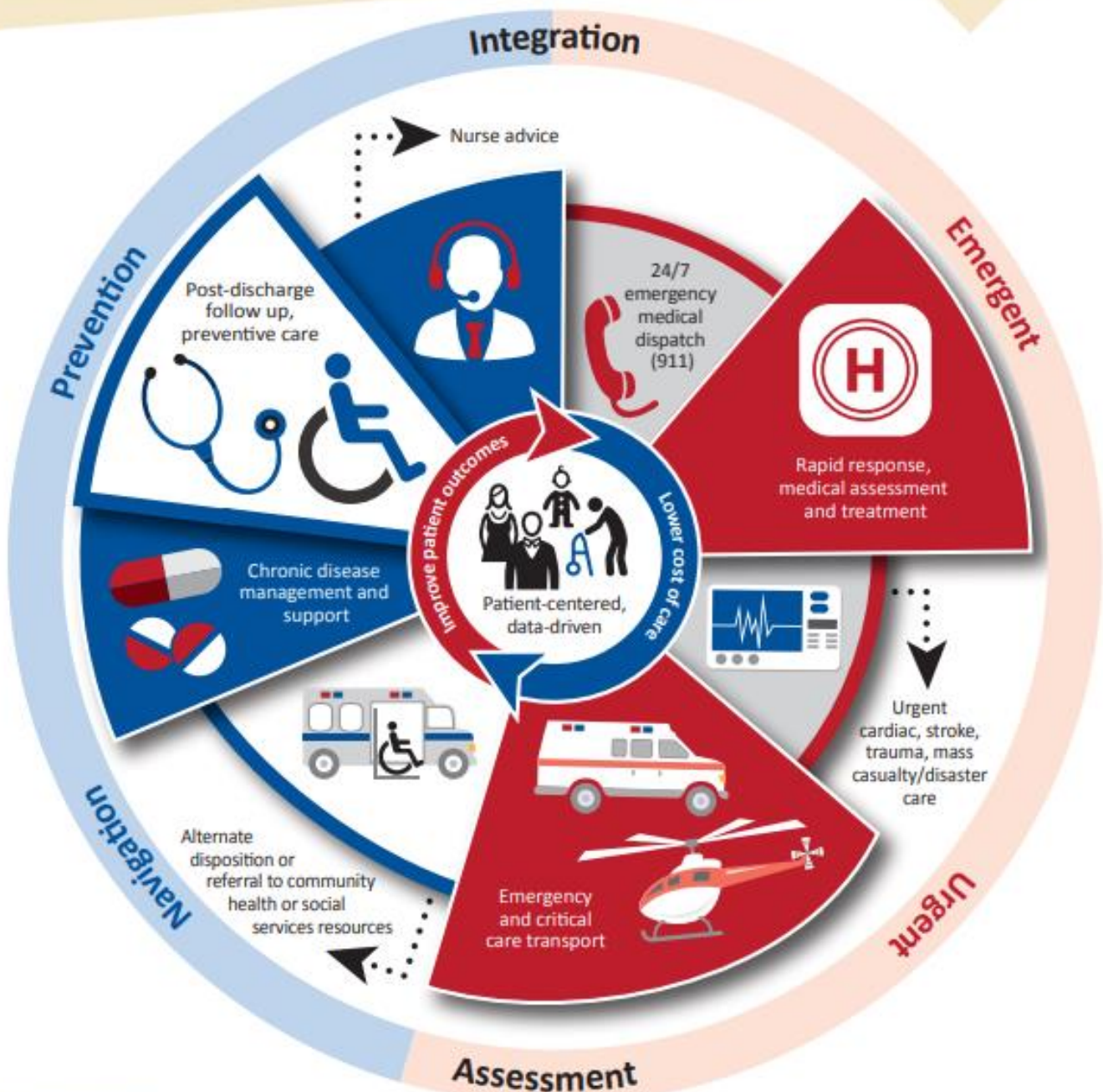
Attachments:

EMS 3.0 Infographic

The New EMS Imperative: Demonstrating Value (ICMA Article)

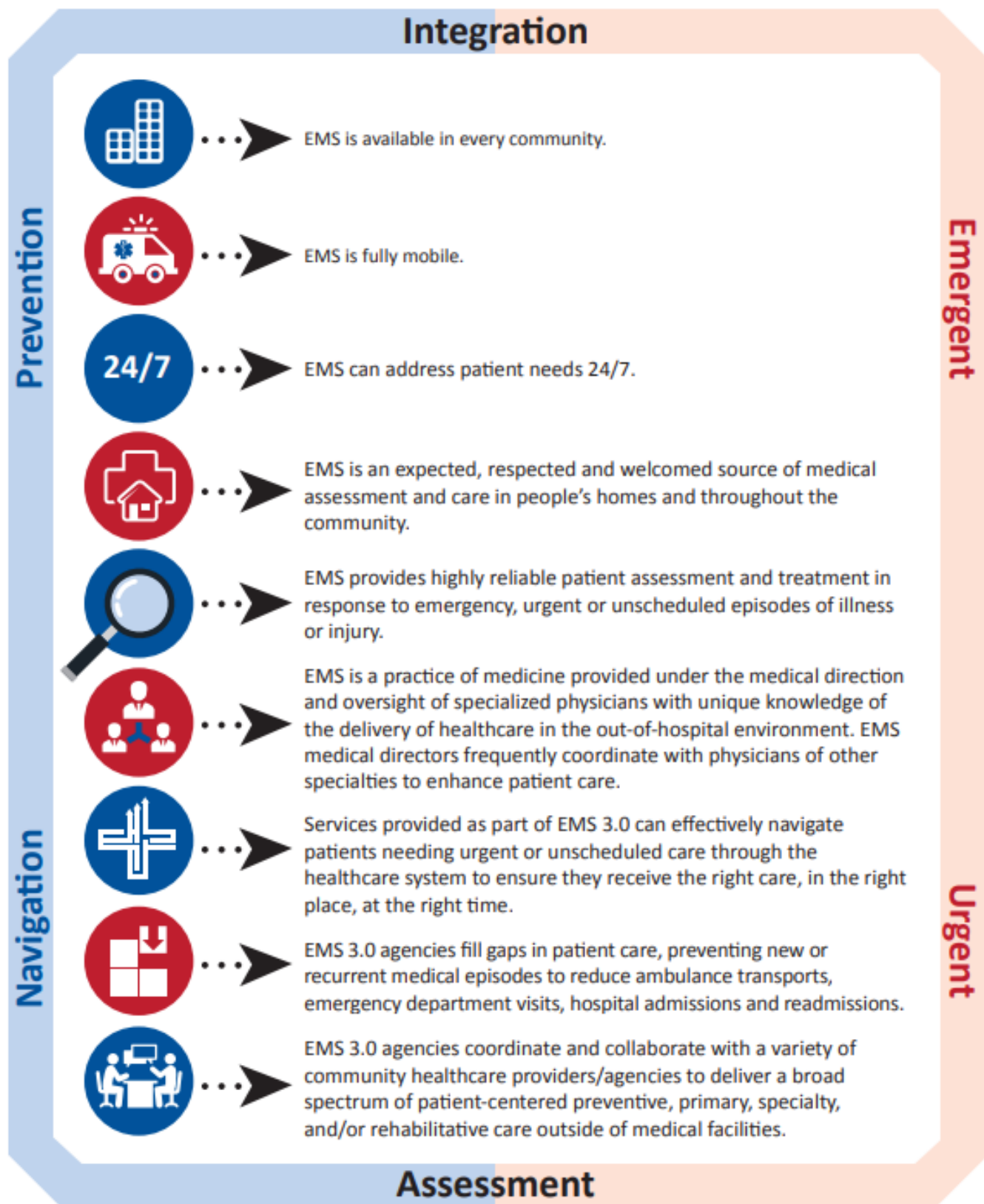
# EMS 3.0

Our nation's healthcare system is transforming from a fee-for-service model to a patient-centered, and value and outcomes-based model, known as "Healthcare 3.0." Emergency Medical Services (EMS) can contribute to this transformation by filling gaps in the care continuum with 24/7 medical resources that improve the patient care experience, improve population health, and reduce healthcare expenditures – this is "EMS 3.0."

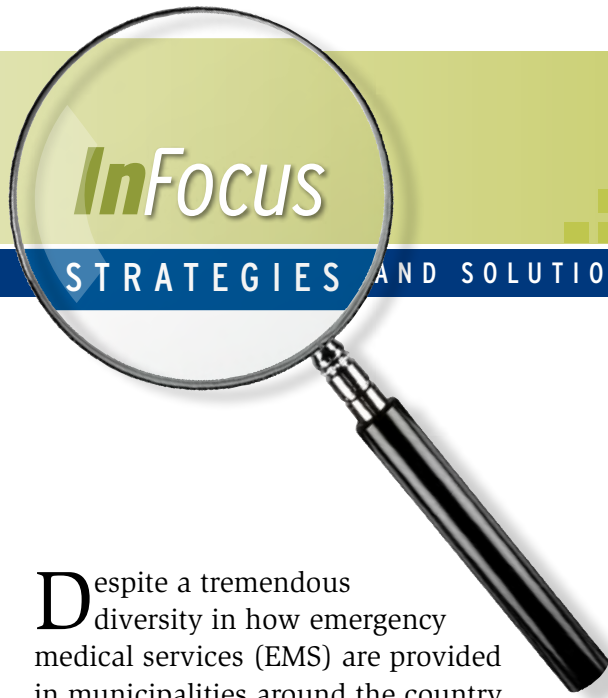


EMS is uniquely positioned to support our nation's healthcare transformation by assessing and navigating patients to the right care, in the right place, at the right time. EMS 3.0 can help our nation achieve its healthcare goals.

EMS 3.0 can help transform our nation's healthcare system by filling gaps in the care continuum with 24/7 medical resources that improve the patient care experience, improve population health, and reduce healthcare expenditures. Here's how:



# The New EMS Imperative: Demonstrating Value



STRATEGIES AND SOLUTIONS FOR LOCAL GOVERNMENT MANAGERS

VOLUME 47/NUMBER 1 2015

Despite a tremendous diversity in how emergency medical services (EMS) are provided in municipalities around the country, most U.S. EMS systems share one commonality: They remain primarily focused on responding quickly to serious accidents and critical emergencies even though patients increasingly call 911 for less severe or chronic health problems.

Simply put, the existing EMS response model has failed to evolve as community needs for emergent and nonemergent health care delivery have changed. Recent efforts in health care to improve quality and reduce costs, such as the Affordable Care Act, pose significant challenges to the existing EMS response model. Health care payers have become increasingly unwilling to reimburse for services that fail to prove their value. As a consequence, EMS agencies will soon

be required to demonstrate their worth like never before. At the same time, municipalities continue to confront the economic realities of stagnant and even shrinking budgets.

It's critical for city and county managers to know that despite these challenges, the changing health care landscape also presents opportunities for EMS systems to evolve from a reactive to a proactive model of health care delivery—one that better meets the needs of their communities by preventing unnecessary ambulance transports, reducing emergency department visits, and providing better care at a lower cost.

This *InFocus* is intended as a guide to identify challenges and opportunities, measure your efforts, and define success. This report explores how EMS systems can improve service in tough economic climates and navigate new challenges and opportunities presented by the Affordable Care Act.



## Current landscape in EMS

### EMS treatment and transport

The standard model for treatment and transport of sick and injured persons by EMS systems has changed very little since the 1960s, when growing pressure to reduce highway deaths and injuries prompted Congress to fund improvements in EMS systems across the country.

While several types of EMS systems exist (See Table 1), most follow the same basic response model. Call-takers and dispatchers obtain critical information and then summon emergency responders to the scene. First responders provide basic medical care until an ambulance arrives. Ambulance personnel then conduct a patient assessment and perform any necessary interventions before transporting the patient to the hospital. If the patient declines transport to the hospital, they are considered to have refused care against medical advice.

The EMS response model continues to emphasize emergency stabilization and rapid transport to the hospital as the primary role of the EMS system. This is true despite evidence that a significant proportion of 911 calls are for non-emergent medical conditions that do not require immediate care and transport.<sup>1,2</sup> And it ignores the fact that the hospital emergency department is often neither the most appropriate, nor the most cost-

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**Joseph J. Fitch, PhD**, is the founder and president of Fitch & Associates, a fire service and ambulance consultancy based in Kansas City, Missouri. Dr. Fitch is internationally recognized for leadership as a consultant, educator, and innovator in the fields of EMS and public safety. He has written and spoken extensively, contributing hundreds of articles and seminars to enhance the profession. He can be reached at [jfitch@fitchassoc.com](mailto:jfitch@fitchassoc.com).

**Steve Knight, PhD**, is a senior associate with Fitch & Associates. Dr. Knight served nearly 17 years as the Assistant Fire Chief for the city of St. Petersburg, Florida. He has been a subject matter expert for both the National Fire Academy and the Center for Public Safety Excellence. Prior to joining Fitch & Associates, Dr. Knight was the senior manager for Fire and EMS with the International City & County Management Association (ICMA). He can be reached at [sknight@fitchassoc.com](mailto:sknight@fitchassoc.com).

**Keith Griffiths** is president of the RedFlash Group, a national consulting firm that provides award-winning outreach and education for the health care and public safety fields. Since 2000, RedFlash Group has served leading commercial firms, government agencies, and national associations and foundations, as well as a select group of service providers. He can be reached at [kgriffiths@redflashgroup.com](mailto:kgriffiths@redflashgroup.com).

**Michael Gerber, MPH**, an associate consultant with the RedFlash Group, started in EMS in 2001 as a volunteer and later EMS supervisor in the fire service. He has experience as an EMS educator, quality management coordinator, and operational officer. Gerber worked as a staff writer for *The Hill* newspaper, reporting on Congress and the lobbying industry, and has also been published in the Washington Post and Hartford Courant. He can be reached at [mgerber@redflashgroup.com](mailto:mgerber@redflashgroup.com).

**Contributors to this report** include the following subject matter experts from Fitch & Associates: **Rick Keller**, founding partner; **Anthony Minge, MBA**, partner; **Guillermo Fuentes, MBA**, partner; and **Mike Ward, MGA, FIFireE**, senior associate. **Mario J. Weber, MPA**, an associate consultant with the RedFlash Group, also contributed to the report.

effective, destination for patients. This is especially true for patients who are only seeking routine medical care that would otherwise be provided in a physician's office or other non-emergent setting.

For local governments, the growing mismatch between the capabilities of existing EMS systems and the demand from constituents for non-emergent but "unscheduled" medical care represents a failure in service delivery. It also poses a problem of resource utilization; EMS resources such as ambulances are increasingly unavailable for emergencies while they transport non-emergent patients to the hospital. Innovative approaches to EMS delivery are necessary to ensure that EMS systems remain aligned with community needs.

#### Table 1: Types of EMS Systems

There are six common models for EMS delivery in the United States: fire service-based, public utility, third government service, private for-profit, private non-profit, and hospital-based.

Almost half of all EMS systems are based in fire departments. Depending on the system, Fire department ambulances are staffed by "single-role" civilian EMS providers or "dual-role" firefighter/EMTs, who also perform fire suppression functions.

The **public utility model** of EMS uses a separate governmental entity to manage emergency medical services in a community, either with a private contractor or by providing the service directly. Local government officials appoint leadership and also approve funding.

The **third-service model** provides for the delivery of EMS by a separate department within the existing local government structure. This department exists alongside other public safety departments (police and fire) and employs civilian EMS providers. Funding and day-to-day operations, including support functions, are under the direct control of the local government.

**Private for-profit** provision of EMS is characterized by the contracting-out or franchising of EMS to a for-profit provider. Service levels and performance can be specified in the contract but the private contractor often has total control of operations.

The **hospital-based model** of EMS delivery is also defined by a contractual relationship, in this case between a local government and a hospital (or a local entity associated with a hospital). The hospital-based entity is often a non-profit and may require a government subsidy. As in the private for-profit model, however, the local government has limited day-to-day influence over operations.

In the **private non-profit model**, community-based or volunteer agencies provide emergency medical services that are subsidized by a combination of government funding, donations, or user fees. These organizations are self-governing and exercise complete control over day-to-day operations. They may use volunteers, paid personnel, or a combination of the two to staff ambulances.

#### Funding

EMS systems (whether public or private) receive very little in the way of federal or state subsidies. Consequently, most EMS systems seek to offset a portion of their operating costs by billing patients for transport to the hospital.<sup>3</sup> This "fee-for-transport" funding

scheme is based on the federal government's reimbursement model for Medicare and Medicaid patients, which has also been adopted by most private payers.

Unfortunately, seeking reimbursement for transport to the hospital has proven insufficient to cover the costs associated with EMS delivery. Reimbursement rates for ambulance transport of Medicare and Medicaid patients (who account for approximately 60% of patients transported by EMS agencies) have consistently failed to match the cost of service.<sup>4</sup> The resulting shortfalls have been only partially subsidized by reimbursements from private payers, as patients with private insurance account for less than a quarter of patients transported to the hospital by EMS agencies.<sup>5</sup>

The current fee-for-transport model of EMS funding also does not adequately account for the non-transport costs of EMS delivery, including the cost of medical care rendered to patients by EMS providers, the cost of caring for patients who ultimately decline ambulance transport to the hospital, and the "cost of readiness" associated with maintaining the capability to quickly respond to medical emergencies on a 24/7 basis. The result is that EMS agencies have a financial incentive to transport all patients to the hospital regardless of medical necessity—even if only to recoup a small portion of the overall costs associated with providing emergency medical services.

As a consequence, most local governments find themselves in the position of having to directly subsidize their EMS system. This is the case even in communities where ambulance transport is provided by private contractor. For local governments then, especially those still grappling with revenue shortfalls, the EMS system is yet another significant cost to be managed—one that must be carefully aligned with the particular priorities and needs of each community.

## Challenges

### How to demonstrate cost-effectiveness

**Response times.** EMS systems have often sought to demonstrate their effectiveness by measuring the time it takes for a responding unit to arrive at the scene of an emergency. Specifically, most urban systems have adopted a goal of 4 minutes for a basic life support (BLS) unit to arrive at the scene and 8 minutes for an advanced life support (ALS) unit to arrive.<sup>6</sup>

The origins of these response time goals can be found in early research on out-of-hospital cardiac arrest, which showed an improvement in patient outcomes if CPR was initiated within 4 minutes and defibrillation was delivered within 8 minutes.<sup>7</sup> More recent research, however, has called into question the value of using response times to measure EMS system performance. Very short response times (4-5 minutes) may increase survival for certain life-threatening conditions (such as cardiac arrest and allergic reactions), but other differences in responses time (e.g., the difference between 6 and 10 minutes) likely do not result in better patient outcomes.<sup>8</sup> Consequently, each community's response time standards goals should reflect a careful balancing of medical necessity and community expectations on the one hand, and community resources and attributes (e.g., urban vs. rural) on the other.<sup>9</sup>

Two strategies for safely increasing response time standards in a community include:

- Allowing for longer ambulance response times if a first responder (often a basic life support unit staffed by the fire department) is able to arrive within the first several minutes and provide initial management and stabilization of a patient.
- Establishing different response time standards depending on the nature of the medical emergency or the severity of the patient's medical condition.



**Unit hour utilization.** EMS systems have also looked to measure productivity as a proxy for system efficiency. One commonly used measure is unit hour utilization (UHU), a ratio that is typically calculated by dividing the number of transports by the number of unit hours.<sup>10</sup> In other words, an ambulance that performs four transports in a 12-hour shift has a UHU of 4/12, or 33%. However, some agencies will calculate UHU by using the total number of hours that EMS units are engaged on calls by the total number of hours that those units are staffed and fully-equipped. Neither method is right or wrong, and each has advantages—an agency worried about recouping costs might want to focus on transports, while an agency more concerned with staff performance and preparedness levels would be more concerned with the percentage of time ambulances are available.

Unit hour utilization varies greatly among EMS systems, and there is no generally-accepted consensus regarding the ideal ratio. EMS agencies responding solely to 911 calls typically target a lower unit hour utilization (between 0.30 and 0.50 UHU) than non-emergency ambulance transport providers—in order to ensure that a sufficient number of units remain available to respond to emergency calls. Agencies whose providers work longer shifts, such as 24 hours, also often aim for lower UHUs due to concerns over fatigue and safety.

It is important to note that unit hour utilization traditionally does not capture productivity outside of responding to emergency calls, such as the completion of required documentation and training. Moreover, if unit hour utilization is measured simply on the basis of the number of patient transports during a specified period, the resultant UHU will also fail to capture the time spent responding to emergency calls that do not result in patient transports. Finally, increased unit hour utilization can result in provider fatigue and medical errors, especially in EMS systems that have 24-hour shifts.

**Shift schedules.** Personnel costs account for the majority of an EMS system's budget. Accordingly, the staffing model employed by a system is a key factor. Several different models have been adopted by EMS agencies across the country, each reflecting the unique needs and priorities of particular EMS systems. However, four staffing models predominate.

Twenty-four-hour shifts are most prevalent in fire-based EMS systems. The 24-hour shift model allows for the easiest integration between fire and EMS shifts and is best-suited for low-volume systems that prioritize reliable response times.<sup>11</sup>

The 12-hour shift is most frequently the choice of private or third-service EMS systems, particularly those that serve large cities. This model allows for increased productivity (in order to meet the demands of high-volume systems) while taking into consideration the provider fatigue that is associated with longer work hours.<sup>12,13</sup>

Lastly, 8-hour and 10-hour shift staffing models have been adopted by several high-volume EMS systems. These models allow for the highest level of productivity during each shift in addition to providing the greatest flexibility for dynamic and peak-time deployment of EMS units.<sup>14</sup> However, they require more staffed positions than the other models and have been associated with higher employee turnover and possibly increased overtime costs due to the greater number of shift changes each day.

### Health care reform

**Triple Aim.** Over the last decade, economists and policymakers have largely abandoned the belief that better health outcomes could only be achieved through increased spending. Instead, many changes to the health care system, including some of those created by the Affordable Care Act, are now based on the “Triple Aim,” which states that it is possible to simultaneously improve the patient experience, reduce health care costs, and improve the population's health.<sup>15</sup>

Proponents of the Triple Aim argue that by reducing inefficiencies, coordinating services, and providing evidence-based, patient-centered care, costs can be reduced by eliminating redundancies and avoiding unnecessary tests, procedures, and other health care spending. This model also shifts the focus of health care to prevention and education, with the belief that spending money to prevent injury, illness, and chronic disease will decrease the high costs associated with treating those problems once they occur.

**Fee for quality vs. fee for service and value-based payments.** Concerns over the fee-for-service model and its incentives have given rise to value-based reimbursements and the fee-for-quality model. While these changes have yet to impact EMS directly, hospitals and other health care providers are already seeing changes to how they are reimbursed by the Centers for Medicare & Medicaid Services, and many EMS leaders across the country have predicted that within a few years, these changes will directly impact EMS payments as well.<sup>16</sup>

### Affordable Care Act

The Affordable Care Act, in addition to its efforts to expand insurance coverage, also included some changes to the Centers for Medicare & Medicaid Services reimbursement system that follow the Triple Aim model. In general, the goal is to incentivize hospitals and physicians to keep patients healthier by no longer rewarding providers for ordering more tests and procedures and keeping patients in the hospital longer. The Affordable Care Act does not discuss emergency care or EMS at length. However, the law still presents challenges and opportunities for the emergency health care system, including emergency medical services.

### Medicare reimbursement

While Medicare patients only make up a small percentage of the population, they comprise a large percentage of those who are hospitalized and make up a significant chunk of total spending on health care in the United States. So when the federal government changes Medicare reimbursement policies, the effect is typically seen across the entire health care system.

As part of the Affordable Care Act, Medicare has changed how it reimburses hospitals. One of the most significant changes is that hospitals now receive penalties for high rates of readmission for certain conditions. In the past, when a pneumonia patient who was sent home from the hospital returned two weeks later, the hospital could bill twice for the patient. Now, in an effort to encourage hospitals to ensure the patient is able to remain healthy once they leave the building, that return visit will result in a penalty. The hope is that hospitals will now spend more time making sure that patients are prepared to go home, by providing adequate discharge instructions and ensuring proper follow-up care (such as doctor's visits, prescription medications, rehab, and home health).

### Accountable Care Organizations

The ACA also promoted the formation of Accountable Care Organizations. ACOs are networks of providers, such as doctors and hospitals, that work together to treat a specific group of Medicare patients, similar to HMOs. However, unlike HMOs, patients are not restricted to seeing only providers within the network. Also, ACOs are held accountable to certain benchmarks and quality measures. The goal is that rather than saving money by denying care that will help a patient, ACOs will save money by coordinating care to keep patients healthier and avoid duplication of efforts. Under the ACA, an ACO that demonstrates a certain amount of savings is then eligible to retain some of the savings among the providers and hospitals.

In the past, health care worked like a restaurant menu: The more you ordered, the more you (or your insurer) paid. Unlike a restaurant, however, consumers often didn't know whether the services were any good, rarely knew the costs, and sometimes didn't know if they had other options. So if they were treated but got sick again a few days later, their physician or the hospital would treat them a second time and charge for the second visit—in some ways, making more money because their initial efforts were unsuccessful, whether that was preventable or not.

In the fee-for-quality model, the goal is to reward providers and hospitals who keep patients healthy and treat problems efficiently and effectively. There are many different combinations of these two models, and the current health care system still relies heavily on fee-for-service. However, accountable care organizations are an example of the growing move toward fee for quality, as are Medicare reimbursement penalties (see “Affordable Care Act” sidebar).

In the long run, the hope is that fee-for-quality will produce more savings, as providers try to avoid hospitalizations, ER visits, and severe illnesses, because of their high costs, by focusing on prevention and earlier, less costly interventions. While how these changes will impact EMS remains unclear, what is obvious is that EMS agencies that want to provide high-quality care and want to be reimbursed for that care will have to demonstrate value and prove they enhance the patient experience and improve the population's health.

## Solutions

### Becoming more cost-effective

**Strategic prioritization and deployment.** The reality of limited funding and competing priorities requires that local governments think strategically about how best to deploy resources and personnel. This is especially true when it comes to the fire department, whose primary mission has been overtaken by the growing demand for emergency medical services. EMS calls now account for almost 70 percent of all calls for fire department service, while less than 5 percent are due to actual fires.<sup>17</sup> As a result, the fire service has increasingly sought to emphasize its role in EMS delivery, in order to both justify continued funding and ensure its future relevance.

Fire departments are arguably well-positioned to deliver emergency medical services. The distribution of fire stations across most communities allows for relatively quick response times. Many fire departments also provide an “all-hazards” capability (including expertise in rescue, extrication, and hazardous materials) that complements the needs of an EMS system. Most importantly, the decline in the number of fires (relative to the population) over the past 30 years has resulted in excess capacity within the fire department that can be re-tasked to provide EMS.<sup>18</sup>

However, the use of fire apparatus to transport dual-role firefighters to the scene of a medical emergency is not very cost-effective in terms of maintenance and fuel costs. Neither is upgrading fire apparatus to be advanced-life-support capable, which also requires the addition of ALS personnel and equipment. Consequently, fire-based EMS systems have begun to explore new deployment models.

Two other deployment options that may increase cost-effectiveness include:

- Adjusting the number of ambulances placed in service during specific time periods to match anticipated changes in the level of demand during a 24-hour period
- Changing the geographic deployment of ambulances over the course of a shift to match anticipated changes in the location of calls for service.

### Advanced life support versus basic life support

In recent years, discussions regarding the cost-effectiveness of an EMS system have increasingly focused on its ability to deliver advanced life support (ALS) care to the community. ALS providers (paramedics and certain intermediate-level providers) are trained to provide advanced emergency care including high-level assessment, complex invasive skills, and a wide range of pharmacological interventions. By contrast, basic life support (BLS) providers (emergency medical technicians and first responders) are trained to provide preliminary management of emergent patients including basic assessment, non-invasive skills, and a limited set of pharmacological interventions.

Over the past decade, many communities have sought to expand their ALS service, usually by increasing the number of ALS-capable units in the EMS system. In fire-based EMS systems, this has been accomplished by “upgrading” fire apparatus (which formerly served a BLS first-response role) and staffing them with ALS personnel and equipment.

The primary justification for this shift toward ALS first-response has been to reduce the time it takes for an ALS-capable unit to respond to the scene of a call. However, less than half of all EMS calls actually require ALS care and many of the time-critical interventions that were once the domain of ALS providers can now be performed by BLS providers.<sup>19</sup> These now-BLS interventions include defibrillation for cardiac arrest, which was the original impetus for measuring ALS response times but is now routinely delivered by BLS providers and even untrained bystanders.

None of this is to say that ALS providers are not an important part of an EMS system. Certain conditions benefit greatly from ALS care, such as calls for breathing problems.<sup>20</sup> Also, as EMS systems evolve beyond simply providing treatment and transport to the hospital emergency department, the ability of ALS providers to provide advanced assessment and clinical judgment may increase their value on non-critical calls as well.

Increasing the number of ALS providers in an EMS system, however, may actually result in worse quality of care—by reducing each individual provider’s exposure to truly critical patients and limiting opportunities to maintain proficiency through the regular performance of advanced interventions.<sup>21</sup>

A cost-effective EMS system will have a mix of ALS and BLS resources and reserve limited (and expensive) ALS resources for those patients who stand to benefit most from ALS care. Other factors such as dispatch center capabilities, area geography, call acuity, training resources, community expectations, and political and financial constraints must also be considered when determining the best allocation of ALS and BLS resources in each EMS system.

**Performance measures.** One of the first steps toward ensuring cost-effectiveness in any EMS system is to measure its performance. Unfortunately, EMS has historically suffered from a lack of generally-accepted clinical performance measures.<sup>22</sup> This has made it difficult for EMS systems to evaluate and benchmark the quality of care that they deliver.

In 2007, a group of EMS physicians proposed a set of clinical performance benchmarks.<sup>23</sup> They focused on specific interventions (such as the administration of aspirin for heart attacks) that have been shown to improve patient outcomes for certain conditions. Since then, other organizations have published broader performance measures for EMS systems.<sup>24,25</sup> The National Association of State EMS Officials (NASEMSO), in partnership with National Highway Traffic Safety Administration (NHTSA), has recently launched an effort to create a new set of evidence-based EMS performance measures that will be completed in 2016.

Use of performance measures in emergency medical services can be problematic, however. Efficiency and output goals, such as response times and unit hour utilization,

can fail to provide an accurate representation of EMS system performance. In addition, very few outcome goals exist (“survival to hospital discharge” after a cardiac arrest being one example). Nevertheless, performance measures can still provide valuable information regarding an EMS system’s success in meeting established objectives and goals and inform decisions regarding staffing levels and deployment models.

**Data analysis.** In order to make the most effective use of performance measures, many EMS systems now use commercial data-analysis systems to capture and analyze information on system performance. These systems can access data from several sources including dispatch software, electronic patient care reports, and hospital databases, and then display key performance indicators on data “dashboards”—often in real-time.

As EMS systems evolve, data analysis based on operational and clinical performance measures will become critical. Hospital systems and physicians have already seen reimbursement tied to performance, and many EMS experts suggest a similar model will be applied to EMS payments in the near future. Additionally, for reasons ranging from potential liability to patient and community satisfaction to, ultimately, the quality of patient care, agencies need to have a robust continuous quality improvement (CQI) program that relies on data analysis, sentinel case reviews, and education.

One crucial aspect of any CQI program will be bi-directional sharing of information between EMS agencies and the hospitals (or other health care providers) with which they interact. For example, in Sedgwick County, Kansas, the EMS system has access to a dashboard that pulls information from both the EMS dispatch and patient care reports as well as the hospital medical records, so EMS agency leaders can correlate treatments and assessments performed by prehospital personnel with the ultimate diagnosis and disposition of the patient after delivery to an emergency department.<sup>26</sup>

**Evidence-based guidelines.** Another way that EMS systems can ensure cost-effectiveness is to focus on delivering clinical interventions that have been proven to work. The field of emergency medical services, however, has long-suffered from a lack of evidence-based guidelines. Instead, much of EMS practice has been based on limited (and often anecdotal) evidence and an overreliance on expert opinion.<sup>27</sup>

In response to this problem, the federal government has developed a model process for the creation of nationally accepted evidence-based guidelines for emergency medical services.<sup>28</sup> This model has now been applied to develop evidence-based guidelines for several conditions including pediatric seizures, pain management, and severe bleeding. In addition, the National Association of State EMS Officials has recently released national “model” EMS guidelines, which include both evidence-based and consensus-based clinical guidelines.<sup>29</sup>

EMS systems are free to adopt or ignore these new guidelines as they see fit. At the very least, however, EMS systems should review the guidelines in order to inform their own protocols. Interventions that are supported by clinical evidence should be prioritized over those that are not, while still keeping in mind the specific needs and resources of a particular community.

**Medical oversight.** An EMS system is unlikely to be very effective in the absence of strong medical oversight. Securing the services of a qualified medical director—one who is actively engaged in the EMS system—can be difficult, however. In some communities, physicians who are willing to take on the role of EMS medical director may be in short supply. In others, cost may be a significant obstacle.

Thankfully, an increasing number of emergency physicians interested in the role of medical director are completing fellowship programs in EMS. In 2010, EMS was accepted

as a board-certified subspecialty for physicians with experience or training in EMS medical direction. The first certifications were bestowed in 2014.

If cost is a factor, a local government may seek to contract for specific medical direction services. The National Association of EMS Physicians has adopted a set of recommended qualifications and responsibilities for EMS medical directors, and these may be narrowed down and prioritized as necessary to meet budgetary constraints.<sup>30</sup>

**Regionalization.** Adopting a regional approach has the potential to significantly improve the cost-effectiveness of EMS systems. Currently, a high level of fragmentation exists, which often results in poor coordination between EMS agencies.<sup>31</sup> This problem of fragmentation is often compounded by incompatible communications systems and inter-agency rivalries. The end result is that neighboring systems may duplicate service, especially in large urban centers, or fail to provide effective service in rural areas.

Local governments should increase the regionalization of EMS delivery wherever possible. Mutual-aid agreements can effectively address both duplication and service shortfalls. Co-locating or consolidating dispatch centers can improve coordination and also generate significant efficiencies. Finally, establishing a regional EMS entity can provide a foundation for increased collaboration between neighboring EMS agencies (including with respect to funding and resource deployment) and possibly even their eventual consolidation.

**Call-taking, dispatch, and triage.** The performance of an EMS system is closely tied to the performance of its 911 call center, also known as a public safety answering point (PSAP). Delays in answering, processing, and dispatching EMS calls at a PSAP result in downstream delays in response times, scene times, and transport times—and possibly contribute to worse patient outcomes. Improving the performance of the community PSAPs is another way to increase the cost-effectiveness of EMS systems.

Technological advancements over the past two decades have revolutionized 911 call-taking and dispatch. Most PSAPs now use enhanced 911 (E911) systems, which automatically identify the telephone number and address of 911 callers.<sup>32</sup> In the past several years, E911 systems have been upgraded to include wireless phones in addition to landlines. Efforts are currently underway to expand the E911 system capabilities to also include callers using voice-over-IP services such as Skype and text messaging. Other advanced technologies, such as computer-aided dispatch and automatic vehicle location, have further enhanced the capabilities of PSAPs.

However, it is estimated that almost a quarter of 911 calls are for medical care that does not require emergent transport to the hospital.<sup>33</sup> These calls unnecessarily occupy 911 call takers and emergency dispatchers, and have the potential to delay the dispatch of EMS units to true medical emergencies.

Public education efforts have done little to stem the growing tide of 911 calls for non-emergent medical conditions.<sup>34</sup> Some communities are now piloting programs that will allow PSAPs to more effectively manage the increasing volume of calls for both emergency and nonemergency medical services. One example is the use of nurses at a PSAP to provide advanced medical triage.

Employing nurses to triage nonemergency medical calls can free up call takers and dispatchers to focus on calls for emergency service. PSAP nurses can refer nonemergency callers to more appropriate health care resources (e.g., an urgent care center or clinic) and also improve EMS system efficiency by allowing dispatchers to prioritize calls for service based on medical urgency and potentially even schedule an ambulance to respond during periods of lower demand.



### Taking advantage of opportunities: Mobile integrated health care and community paramedicine

The concept of community paramedics—EMS providers who provide a broader array of services and focus on prevention and primary care—is not a new one, but it has gained renewed focus in recent years, thanks in large part to the advent of the Triple Aim philosophy and the ACA.<sup>35</sup>

Community paramedicine means different things to different people within the EMS community. In more rural locations, community paramedicine initially developed as a way to provide basic primary care services in areas with limited medical resources and to avoid long, expensive trips to distant hospitals for minor problems. In this setting, community paramedics often had a scope of practice beyond that of most other paramedics, which might include wound care, suturing, and even antibiotic administration.

Urban and suburban communities, realizing that it is in the best interest of both patients and community health to prevent illnesses and hospitalizations whenever possible, have begun to experiment with a new type of community paramedicine, which some are now calling “mobile integrated health care.”

Mobile integrated health care (MIH) is broader than community paramedicine in that it contemplates using providers and organizations of all types to provide the best care in the home and other nonclinical environments.<sup>36</sup> Accordingly, most community paramedicine programs can fall under the umbrella of mobile integrated health care, but not all MIH programs necessarily use the community paramedic model.

MIH programs often employ EMS providers who receive advanced training on topics such as chronic disease management and mental health issues, but whose technical and medical scope of practice remains unchanged.

The passage of the Affordable Care Act has contributed to a significant increase in the number of EMS agencies providing MIH services across the country. Some have been subsidized by EMS agencies and fire departments that hope to decrease the demand on emergency services. Others have attempted to capitalize on changes to the Medicare reimbursement model and have partnered with hospitals to reduce readmissions, hoping hospitals will want to pay for the service in order to avoid Medicare penalties.

Among some EMS leaders, there is a concern that EMS agencies are diving headfirst into MIH without a clear path to sustainability. At the same time, however, there is also growing agreement that the current EMS response and funding model is not sustainable. Local government should therefore assess the available resources and the financial, political, and regulatory climate before deciding which type of MIH program, if any, is appropriate in their particular communities. In any case, MIH programs will not eliminate the need for emergency response or the use of EMS as a safety net by some members of the community.

**Typology of MIH programs.** Much like EMS systems, almost no two MIH programs look exactly alike (Table 2 includes examples of MIH programs from across the United States). However, there are several categories of services that generally encompass the bulk of MIH activities:

*Physician extender.* These programs place EMTs, paramedics, or mid-level practitioners (e.g., nurse practitioners, physician assistants) in the community to provide medical services that do not require hospitalization. This could include treating minor injuries with suturing or evaluating minor illnesses and providing medications.

*Adjunctive mobile care.* Programs that are created to fill gaps in the community—often to avoid unnecessary hospital visits—include re-admission avoidance, hospice revocation avoidance, and post-discharge care. Typically, these programs involve a home visit by the EMS provider, who reviews discharge instructions, does an in-home assessment, recon-



ciles medication lists, and ensures patients are following up with a primary care provider or appropriate specialist.

*Patient triage and navigation.* Traditionally, EMS systems have provided patients with two options—either a transport to the emergency room, or nothing. Several agencies are now exploring other options, both to improve the patient experience and to decrease the burden on emergency medical resources. These programs include connecting 911 call centers to nurse help lines for low-acuity illnesses and injuries; allowing EMS responders to treat and release patients on scene or transport them to facilities other than hospitals, such as behavioral health facilities, urgent care clinics, or detox centers; and addressing frequent EMS users through education, linkage to other resources, and other interventions.

*Occupational and community health services.* These programs may include education and outreach efforts, such as fall prevention education for elderly members of the community; on-site injury assessment at workplaces to avoid unnecessary trips to the emergency department and associated costs; and immunizations.

## **Table 2: Examples of community paramedicine/mobile integrated health care practice programs**

### **MedStar (Fort Worth, Texas)**

**[www.medstar911.org](http://www.medstar911.org)**

In 2013, MedStar EMS, the sole provider of nonemergency and emergency ambulance services in Fort Worth and 14 other surrounding cities, changed its name to MedStar Mobile Healthcare. The new moniker reflects a realization in the EMS community that even many 911 calls do not result in “emergency care” so much as “unscheduled health care.”

MedStar has been one of the most aggressive innovators in the realm of mobile integrated health. As a public utility system, MedStar has a government-mandated monopoly on services but also the flexibility to adapt. MedStar has launched several community health programs in recent years, many of which highlight the importance of partnerships to ensuring positive patient outcomes and fiscal sustainability.

SSpecially trained mobile health paramedics, who use vehicles that are not equipped to respond to emergencies, perform in-home visits with frequent 911 callers, recently discharged Medicare patients, and others who may be at risk of becoming an EMS or emergency department patient in the future. The agency has also partnered with local hospice and home health agencies as well as insurers and hospitals. These partners pay MedStar to provide these mobile health services in order to prevent patients from having further hospitalizations.

### **Mesa Fire and Medical (Mesa, Arizona)**

**[www.mesaaz.gov/fire](http://www.mesaaz.gov/fire)**

Like MedStar, the Mesa Fire Department recently acknowledged the shifting priorities of the fire service by changing its name to the Mesa Fire and Medical Department. The department also received a \$12.5 million Center for Medicare and Medicaid Innovation (CMMI) grant to expand its Community Care Units program, which partners paramedics with other health care providers to provide appropriate care to patients and free-up other resources to respond to emergency calls.

The department’s Community Care Units look like ambulances, but each varies in how it is staffed. One unit partners a paramedic with a nurse practitioner or physician assistant, who is employed by Mountain Vista Medical Center. That mid-level practitioner can often handle low-acuity emergencies by prescribing a medication, treating someone’s pain, or

*(continued)*

**Table 2: Examples of CP/MIHP programs (continued)**

even suturing a wound in the field, preventing an unnecessary ambulance ride and emergency department visit.

A second unit partners a paramedic with a crisis counselor to respond to behavioral emergencies and determine if the patient might be better served at a psychiatric facility rather than the emergency room. Partnering with these other health care providers has allowed the department to expand the scope of services it can provide in the field.

### **REMSA (Reno, Nevada)**

**[www.remsa-cf.com](http://www.remsa-cf.com)**

Before Mesa received its federal grant, REMSA was the recipient of the largest CMMI award to an EMS agency. REMSA, a public utility EMS agency in Reno and surrounding Washoe County, Nevada, launched a nurse health line, a community paramedic program, and an alternative destination program, all funded by the CMMI grant.

REMSA felt its patients often had a simple question or problem but turned to 911 because they did not know who else to call. And public safety dispatch centers were designed to handle emergencies, so the response was always the same: dispatch EMS. REMSA established a nurse health line for people to call, regardless of their insurance status or provider. The nurses were trained to provide advice over the phone and to recognize serious emergencies. Unlike other nurse hotlines, REMSA's is directly tied to the EMS dispatch center, so calls can be seamlessly referred between the two. Calls coming into 911 for very low-acuity issues are transferred to a nurse, often eliminating the need for EMS response.

The alternative destination program allows REMSA's EMS providers to take patients to destinations other than emergency departments, such as urgent care clinics. Many of the patients have minor illnesses and injuries that can be handled by these clinics, decreasing the cost of care and relieving stress on the emergency system.

### **Wake County EMS (Raleigh, North Carolina)**

**[www.wakegov.com/ems](http://www.wakegov.com/ems)**

In Wake County, North Carolina, the public "third service" agency that provides 911 EMS response and transport added a new level of provider: the advanced practice paramedic (APP). These APPs receive additional training and supplement the emergency response system, ensuring the presence of an additional, experienced paramedic on critical incidents. But the main success of the program has been when the APPs conduct in-home visits with frequent callers and patients who are referred by other EMS providers who feel the patient needs additional services.

In addition, Wake's advanced practice paramedics are able to medically clear intoxicated patients so they can be taken directly to a detox facility, preventing the utilization of an ambulance and hospital bed for a person without a medical need for either. Similarly, they can evaluate psychiatric patients in the field in order to determine the most appropriate destination and get those patients the services they need in a more timely and cost-effective manner.

## **Other Considerations**

### **Workforce**

The EMS workforce is a critical component of any EMS system, and also a large part of the overall cost of any EMS system. Because EMS delivery models can vary greatly, however, EMS workforces also often differ in terms of required qualifications, promotional opportunities, and labor representation.

Fire-based EMS systems typically have the highest personnel costs, due to higher salaries, generous pensions, and 24-hour shift schedules for dual-role firefighters. EMS systems that employ single-role EMTs and paramedics often pay smaller salaries but also generally experience high turnover rates.

Organized labor is more prominent in fire-based systems, as the International Association of Fire Fighters (IAFF) has become one of the nation's largest and most politically active unions. Civilian EMS providers who are unionized are represented by a wide range of different labor groups across the country.

Maintaining a dialogue with the workforce—whether organized or not—is critical for local governments seeking to make changes to their EMS systems. Strong opposition from labor can sink proposed changes before they are even proposed. This is especially true for changes to pay levels or shift schedules, as was evident when the (now former) fire chief in Washington, D.C., proposed switching from 24-hour shifts to shorter work periods as a potential cost-saving measure.<sup>37</sup>

### Community needs assessment

Whether considering a new mobile integrated health program or simply trying to improve upon existing EMS services, it is critical that municipalities and EMS agencies evaluate and assess the community's needs first.<sup>38</sup> Programs that are created simply to increase revenue or copy another community's model may not be appropriate and are likely to struggle or fail. The process of conducting a needs assessment will vary depending on the size of the community, the available resources, and the types of changes being considered, but every needs assessment should include dialogue with community stakeholders in order to determine what service gaps exist.

Without assessing community needs, it is quite likely that a community will establish a program that is redundant or unnecessary. As noted earlier, several EMS agencies across the country have established programs to address frequent users of 911 services. In San Diego, an analysis of those users determined that many of them had alcohol or substance abuse problems in addition to being chronically ill and sometimes homeless. In McKinney, Texas, however, the local EMS agency found that most of its frequent callers were elderly and had chronic conditions, but very few had substance abuse problems and almost none were homeless.<sup>39</sup> The resources needed to address the problems in these two cities are vastly different, and only through assessing the problem and the existing resources were the two cities able to establish programs.

### Regulatory environment

As EMS agencies look for ways to improve service and adapt to a new health care environment, states have struggled to keep pace with the changes happening at the local level. Because many state EMS regulations limit paramedics' and EMTs' scopes of practice to "emergency situations," some programs aimed at prevention and patient navigation have stalled. States with a less stringent EMS regulatory structure, such as Texas, have seen a rapid growth in these programs; other states have taken a slower approach, as in California, where EMS regulators plan to dip their toes in the water with a handful of state-approved pilot programs.<sup>40</sup>

In Minnesota, a lobbying effort led to legislative recognition of community paramedics and the services they provide in 2011. Minnesota remains the only state where community paramedic services are specifically recognized and reimbursed by the state's Medicaid system. Most states still lack a regulatory definition of a community paramedic or an advanced practice paramedic, and prehospital providers filling these roles are certified at the EMT or paramedic level with no state-recognized expanded scope of practice.<sup>41</sup>

While responsibility for regulation of EMS lies with the states, federal agencies have shown support of innovative EMS programs. The Center for Medicare and Medicaid Innovation (CMMI), created by the Affordable Care Act, has awarded several multi-million-dollar grants to support EMS agencies' community health programs. The three agencies most involved in EMS issues also published a draft white paper entitled "Innovation Opportunities for Emergency Medical Services," in which they suggest that EMS could play a major role in improving the effectiveness and efficiency of the health care system by considering alternatives to the traditional model of transporting every patient to the emergency department.<sup>42</sup>

### Potential partners

**Payers.** Private payers for health care services have an obvious incentive to partner with EMS systems that are able to provide cost-effective health care services under the umbrella of community paramedicine. EMS systems that offer preventive health services, mobile care (such as home visits to patients with chronic conditions), and patient navigation (such as transport to a local clinic) may also find that insurance companies are willing to subsidize their services.

**Hospitals.** Hospitals have a particular incentive to partner with EMS systems that offer services aimed at reducing hospital readmissions. Since October 2012, the federal government has imposed financial penalties on hospitals with "excessive" readmissions for certain conditions.<sup>43</sup> In order to avoid such penalties, hospitals may be willing to pay EMS systems to provide post-discharge follow-up to their patients.

**Home health care and hospice agencies.** Home health care and hospice agencies may also have incentives to partner with EMS systems, but only if community paramedicine programs seek to complement rather than compete with their own services. For example, home health care and hospice agencies may be willing to compensate EMS systems for triaging and providing care to their patients who call outside of their normal operating hours.

### Funding models

**Public and private subsidy.** Community paramedicine programs are unlikely to be entirely self-sustaining. Their true worth, however, should be judged in terms of their impact on the cost-effectiveness of the overall EMS system. If such programs are able to help EMS systems more efficiently manage the ever-increasing demand for emergency medical services, then a certain level of local government funding may be appropriate. This is also true for community paramedicine programs that are successful in addressing currently unmet community health care needs.

It is likely that public health care payers at the state and federal levels (e.g., Medicare and Medicaid) may eventually offer some level of public subsidy for community paramedicine services. Thus far, however, they have focused their efforts on grant funding for pilot projects.

Private health care payers, hospitals, and certain private health care providers may also directly subsidize certain community paramedicine services provided by EMS agencies.

**Fee for service.** It will be difficult for community paramedicine programs to seek direct reimbursement from health care payers on a fee-for-service basis. Existing billing codes simply do not contemplate the provision of health care services by EMS providers. Efforts to expand their scope to include community paramedicine services have met with very limited success.

**Shared savings and capitated payment.** The shared savings model offers the greatest potential for private funding of community paramedicine services. EMS systems that are able to demonstrate cost savings to private health care payers or hospital systems (e.g., reduced health care costs from patient navigation or reductions in financial penalties due to readmission avoidance efforts) may be able to enter into an arrangement whereby they share in those cost savings. The shared savings model is likely to become more appealing as the health care system moves away from fee-for-service reimbursement toward population-based payment models.

## Conclusion

In health care and government, providing high-quality service and being cost-effective are no longer thought to be mutually exclusive. Emergency medical services in the United States are at a crucial juncture, as the public continues to demand prompt, effective response; municipal budgets are strained; and ambulance reimbursements decrease. EMS systems must prepare for a future when simply responding to every call with lights and sirens and transporting every patient to the hospital emergency department is no longer a sustainable model. While the path forward is still not entirely clear, systems that adopt an evidence-based and patient-centered approach, consider innovative ways of providing traditional 911 EMS service, and take advantage of new opportunities to provide appropriate nonemergency services to their communities will be well-positioned to effectively—and efficiently—respond to the changes coming to health care and EMS in the United States.

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These reports are intended to provide timely information on subjects of practical interest to local government administrators, department heads, budget and research analysts, administrative assistants, and others responsible for and concerned with operational aspects of local government.

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## Base Occurrences

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Murder (Homicide)	0	0	0	1	0	0	2	0	2	0	2		7
Robbery	8	5	4	8	6	4	4	10	4	4	8		65
Motor Vehicle Theft	18	26	21	11	22	21	25	16	25	21	16		222
Arson	2	0	0	2	1	1	0	2	0	1	2		11
<b>Rape</b>													
Criminal Sexual Penetration (Adult)	3	3	3	0	2	4	3	3	3	3	2		29
Criminal Sexual Penetration (Minor)	2	1	1	0	0	0	0	1	1	1	0		7
<b>Burglary</b>													
Burglary-Commercial	27	15	28	12	11	18	18	21	8	11	15		184
Breaking & Entering-Commercial	4	8	3	0	5	4	1	0	1	8	1		35
Burglary-Residential	21	28	18	18	23	21	16	36	26	16	24		247
Breaking & Entering-Residential	4	2	2	1	2	2	5	3	7	6	9		43
<b>Larceny</b>													
Larceny-All	119	105	127	98	127	102	115	128	150	157	77		1305
Burglary-Auto	115	85	75	50	63	69	81	66	70	79	62		815
<b>Assault/Battery</b>													
Battery (Simple)	92	97	104	116	80	85	98	78	78	62	43	0	933
Battery (Aggravated)	33	43	47	38	54	33	46	46	38	16	20	0	414

\*\*Above 2018 overall Monthly Average

	Prior Month Changes		
	Oct	Nov	Changes
Murder (Homicide)	0	2	#DIV/0!
Robbery	4	8	100.00%
Motor Vehicle Theft	21	16	-23.81%
Arson	1	2	100.00%
<b>Rape</b>	<b>4</b>	<b>2</b>	<b>-50.00%</b>
Criminal Sexual Penetration (Adult)	3	2	-33.33%
Criminal Sexual Penetration (Minor)	1	0	-100.00%
<b>Burglary</b>	<b>41</b>	<b>49</b>	<b>19.51%</b>
Burglary-Commercial	11	15	36.36%
Breaking & Entering-Commercial	8	1	-87.50%
Burglary-Residential	16	24	50.00%
Breaking & Entering-Residential	6	9	50.00%
<b>Larceny</b>	<b>236</b>	<b>139</b>	<b>-41.10%</b>
Larceny-All	157	77	-50.96%
Burglary-Auto	79	62	-21.52%
<b>Assault/Battery</b>	<b>78</b>	<b>63</b>	<b>-19.23%</b>
Assault/Battery (Simple)	62	43	-30.65%
Assault/Battery (Aggravated)	16	20	25.00%

YTD - Year to Year Changes		
2018	2019	Changes
5	7	40.00%
74	65	-12.16%
214	222	3.74%
9	11	22.22%
<b>41</b>	<b>36</b>	<b>-12.20%</b>
26	29	11.54%
15	7	-53.33%
<b>455</b>	<b>509</b>	<b>11.87%</b>
167	184	10.18%
28	35	25.00%
226	247	9.29%
34	43	26.47%
<b>2412</b>	<b>2120</b>	<b>-12.11%</b>
1546	1305	-15.59%
866	815	-5.89%
<b>1526</b>	<b>1347</b>	<b>-11.73%</b>
1002	933	-6.89%
524	414	-20.99%

RESPONSE TIMES - YTD Changes			
Median Time - Call Start to Dispatch			
	2018	2019	Changes
Priority 1	0:07:26	0:10:24	39.91%
Priority 2	0:12:53	0:20:13	56.92%
Priority 3	0:34:25	0:47:53	39.13%

RESPONSE TIMES - YTD Changes			
Median Time - Dispatch to Arrival			
	2018	2019	Changes
Priority 1	0:07:08	0:07:12	0.93%
Priority 2	0:08:17	0:08:42	5.03%
Priority 3	0:12:26	0:12:31	0.67%

CALLS FOR SERVICE			
YTD Changes			
	2018	2019	Changes
Dispatched	51607	50731	-1.70%
Self Initiated	44968	39074	-13.11%
Total	96575	89805	-7.01%

2018	2019	Changes
4736	4317	-8.85%

\*\*denotes an increase



# City of Santa Fe, New Mexico

2511 Camino Entrada, P.O. Box 909, Santa Fe, N.M. 87504-0909


## MUNICIPAL COURT *Virginia Vigil, Municipal Judge*

Phone: (505) 955-5070

Fax: (505) 955-5159

### *Memo*

To: Mayor and City Councilors  
City Attorney Erin McSherry  
City Manager Interim Jarel LaPan Hill  
Public Safety Committee Jessica Pfeifer

From: Virginia Vigil   
Municipal Court Judge

Date: 12/11/2019

Re: Municipal Court Monthly Report: November 2019

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Enclosed please find the November 2019 monthly report.

We have also included the statistics for the last 6 months.

We have included community service information as requested.



MUNICIPAL COURT MONTHLY STATISTICS REPORT		NOV 2019		OCT 2019		SEPT 2019		AUG 2019		JUL 2019		JUNE 2019	
FOR NOVEMBER 2019													
1. NUMBER OF CASES FILED FOR MONTH		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL		TOTAL	
Traffic Violations		448		697		509		457		535		332	
Traffic Citations (court appearance)		390		551		421		378		446		257	
Penalty Assessments (court only collects money)		58		146		88		79		89		75	
* Cell phone violation 12-6-12.18(6) (included in both court appearance & penalty assessments)		17		93		94		39		33		41	
Criminal Cases		85		82		150		91		105		95	
DUIs		20		19		26		22		27		26	
Shoplifting		24		25		43		15		18		27	
Petty Misdemeanors		36		24		71		47		48		30	
Revoked		5		14		10		7		12		12	
Code Enforcement		6		0		0		0		0		2	
Animal Control		14		23		8		6		25		6	
2. ARRAIGNMENTS													
(many arraignments result in pleas)													
Traffic Arraignments		348		348		413		330		291		302	
Criminal arraignments		97		136		123		108		117		113	
DUIs		21		21		25		23		32		27	
Shoplifting		30		42		31		31		25		37	
Petty Misdemeanors		38		58		56		47		16		35	
Revoked		8		15		11		7		14		14	
Parking		0		2		3		0		3		0	
Animal		5		16		9		7		14		8	
Code Enforcement		0		0		0		0		0		0	
3. TRIALS		8		8		2		2		3		4	
1) with attorney(s)		3		4		2		0		1		0	
2) with police officers		5		4		0		2		2		4	
1) Animal		0		1		0		0		0		0	
2) Traffic		7		4		0		2		2		4	
3) Misdemeanor/shoplifting		0		1		0		0		0		0	
4) Code Enforcement		0		0		0		0		0		0	
5) DUI		1		2		2		0		1		0	
6) Revoked		0		0		0		0		0		0	
4. BENCH WARRANTS ISSUED		158		246		170		210		117		180	
5. HOMELESS COURT		9		6		9				0		4	
6. COMMUNITY SERVICE – TOTAL		487		549		384		546		486		611	
1) Community service hours – penalties		420		496		345		491		486		436	
2) Community service hours – in lieu of fines		67		53		39		55		0		175	

**MUNICIPAL COURT FINES AND FEES DISTRIBUTION REPORT**  
**November 2019**

Animal Control	11001.451200	<b>\$500.00</b>
Court Fines	11001.450200	<b>\$17,594.48</b>
Parking	51150.450610	<b>\$90.00</b>
Traffic Violations	11001.450900	<b>\$120.00</b>
<b>TOTAL FINES:</b>		<b>\$18,304.48</b>

Automation Fee (AOC)	21202.432100	<b>\$ 2,493.00</b>
Bench Warrants (City)	21224.432150	<b>\$ 1,759.00</b>
Calming Fees (City)	31775.450850	<b>\$ 3,287.00</b>
Copies/Misc (City)	11001.471400	<b>\$ 15.00</b>
Corrections Fees (City) - PD	21201.432300	<b>\$ 8,097.30</b>
Corrections Fees (City) - Muni. Court	21225.432300	<b>\$ 4,048.70</b>
Court Admin. Fee (City)	21225.432310	<b>\$ 4,148.57</b>
DWI Lab Fees (AOC)	21202.432200	<b>\$ 1,074.00</b>
Muni. Court DWI (Screening & Tracking Fee) (Old line item - 21228.432000)	11001.432000	<b>\$ 2,589.50</b>
Home Detention (City) (Old line item 21225.43213)	21201.432130	<b>\$ 290.00</b>
In House Automation (City)	21130.432100	<b>\$ 838.00</b>
Judicial Education Fees (JEC)	21202.431800	<b>\$ 1,229.00</b>
Police Safety Fees (City)	21224.432120	<b>\$ 2,041.00</b>
Prevention Fees (AOC)	21202.450400	<b>\$ 946.00</b>
Substance Abuse Fee (AOC)	21202.432350	
<b>TOTAL FEES:</b>		<b>\$ 32,856.07</b>

**TOTAL FINES AND FEES:** \$51,160.55  
**City: Money remains with the City of Santa Fe:** \$48,667.55  
**AOC: Money is submitted to the State of NM, Admin. Office of the Courts:** \$4,513.00  
**JEC: Money is submitted to the NM Judicial Education Center:** \$1,229.00

City	AOC	JEC
\$500.00		
\$17,594.48		
\$90.00		
\$120.00		
	\$ 2,493.00	
\$ 1,759.00		
\$ 3,287.00		
\$ 15.00		
\$ 8,097.30		
\$ 4,048.70		
\$ 4,148.57		
\$ 1,074.00	\$ 1,074.00	
\$ 2,589.50		\$ -
\$ 290.00		
\$ 838.00		
\$ 1,229.00		\$ 1,229.00
\$ 2,041.00		
\$ 946.00	\$ 946.00	
\$ -	\$ -	
\$48,667.55	\$4,513.00	\$1,229.00

\$54,409.55