

The Purchasing Memo

Date: January 30, 2026

To: Governing Body, Finance Committee, and Quality of Life Committee

Via: Thomas Grundler, Interim Police Chief *THOMAS J GRUNDLER*
THOMAS J GRUNDLER (Feb 3, 2026 08:17:08 MST)

From: Jimmie Montoya, Police Captain *Jimmie Montoya*

Subject: Purchase of ShotSpotter- Gun Shot Detection Service

Vendor Name: SoundThinking, Inc

Vendor Number: 11340

ITEM AND ISSUE:

The Santa Fe Police Department respectfully requests your review and approval of a purchase in the total amount of \$354,000 not to exceed for a Gunshot Detection, Location, and Forensic Analysis Service for a one-year term.

CONTRACT NUMBER:

The FY26 Munis contract number is 3260317

BACKGROUND AND SUMMARY:

The City of Santa Fe, through its Youth and Family Services Division, in partnership with the Santa Fe Police Department, applied for and was awarded a grant from the New Mexico Department of Health in the amount of \$818,387.10 on 4/30/2025. This funding supports a coordinated, evidence-based approach to addressing community and youth violence while enhancing public safety outcomes.

As part of this initiative, the City of Santa Fe legal team and Santa Fe Police Department approved a contract in the fall of 2025 with Sound Thinking, formerly known as ShotSpotter. This technology is intended to support violence prevention and intervention efforts, improve response times to gunfire-related incidents, enhance officer safety, and strengthen investigative capabilities.

ShotSpotter is a gunfire detection system designed to identify, locate, and alert law enforcement to confirm gunfire events in near real time. The system is not designed to monitor individuals or record conversations; rather, it detects impulsive sounds consistent with gunfire and provides officers with timely, actionable information.

Additionally, Sound Thinking provides analytical and technical support that can assist prosecutors by offering verified incident data that may be used in conjunction with traditional investigative evidence during judicial proceedings.

Overall, this initiative aligns with the City's commitment to public safety, transparency, and responsible use of technology. It represents a data-driven investment aimed at reducing gun violence, improving emergency response, and enhancing the safety of both residents and first responders.

The total amount for an annual subscription with 5.0-mile coverage is \$354,000. The one year of service does not start until the Santa Fe Police Department goes live with technology.

The ShotSpotter's current annual subscription fees for cities the size of Santa Fe is \$59,500 per square mile. These rates are available for coverage of up to two square miles. Any coverage beyond two square miles will be a standard annual subscription rate of \$75,000 per square mile, plus one service initiation fee of 10,000 per square mile

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Law Enforcement/223

Munis Org Name/Number: Police Grants/2230315

Munis Object Name/Number: Software Non-Exempt/570850

Budget Officer / Designee: Andy Hopkins **Date:** 02/03/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-135, Coop

Sourcewell Contract #030425- Public Safety Software which expires on July 17, 2029.

A.P. **Chief Procurement Officer (CPO)/Designee:**  **Date:** 02/11/2026

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: ITT Approval email attached

Vehicles included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ **Title:** _____ **Date:** _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: State of NM DOH

Approval: ERIKA LUJAN ERIKA LUJAN (Feb 9, 2026 09:51:31 MST) **Title:** Grants Manager **Date:** 02/09/2026

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: YFD2522302/ POL2522303 – Grant Approved on 4/3/2025 Am#1 Approved on 8/13/25

Approval: Rebecca Lovato-Sanouang **Title:** Accounting Manager **Date:** 02/09/2026

Comment/Exceptions: _____

ATTACHMENTS:

Grant Agreement and Amendment

Vendor's Quote

Procurement document: Coop Master Agreement

CPO Service Determination Email

Horizons List

Department approval email from ITT

SOUNDTHINKING™ MASTER SERVICES AGREEMENT



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info@soundthinking.com
www.soundthinking.com

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This Master Services Agreement (this “Agreement”) is entered into by and between SoundThinking™, Inc. (referred to herein as “SoundThinking”), with offices located at 39300 Civic Center Dr., Suite 300, Fremont, CA 94538, and the City of Santa Fe, New Mexico (hereinafter referred to as “Customer” or “City”), with offices located at 200 Lincoln Avenue, Santa Fe, New Mexico 87501, effective as of the last date of signature herein. SoundThinking and Customer may also be referred to in this Agreement individually as a “Party” or collectively as the “Parties”.

This Agreement and its exhibits define the deliverables, implementation, and support services for the SoundThinking Subscription Services to be provided under this Agreement and identified in SoundThinking’s Proposal attached hereto as Exhibit A.

In consideration of the Parties’ mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. EXHIBITS

The following Addenda and Exhibits are attached to, and incorporated in this Agreement:

- A. Addendum One - ShotSpotter® Supplemental Terms
- B. Exhibit A SoundThinking Proposal ID #SANTAFENM012826

2. DEFINITIONS

All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

- A. Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.
- B. CaseBuilder™, CaseBuilder™ Subscription Services, CaseBuilder™ Software, or CaseBuilder™ System means the SoundThinking case management software.
- C. CaseBuilder™|Crime Gun, CaseBuilder™|Crime Gun Subscription Services, CaseBuilder™|Crime Gun Software, or CaseBuilder™|Crime Gun System means SoundThinking’s gun crime tracking and analysis case management tool.
- D. Confidential Information means that information designated by either Party as confidential or proprietary as further defined in Section 6 of this Agreement.
- E. CrimeTracer™, CrimeTracer™ Subscription Services, CrimeTracer™ Software, or CrimeTracer™ System means the SoundThinking law enforcement search engine and information platform which enables customers to search data from agencies across the U.S.
- F. Coverage Area means the area in square miles covered by the ShotSpotter® Subscription Services as set forth in Exhibit A and any increase to the Coverage Area as agreed to in writing between the Parties.
- G. Documentation means the standard SoundThinking user documentation (user guides or manuals, training information, product specifications) provided with the applicable Subscription Service.

- H. PlateRanger™ (“PlateRanger”) means the Advanced License Plate Recognition (“ALPR”) Subscription Services provided by SoundThinking in partnership with Rekor.
- I. ResourceRouter™, ResourceRouter™ Subscription Services, ResourceRouter™ Software, or ResourceRouter™ System means the SoundThinking crime forecasting and patrol/task force management system.
- J. SafePointe™ System means, collectively, the SafePointe™ Subscription Services, SafePointe™ Software, and SafePointe™ Hardware that comprise the SafePointe weapons detection system.
- K. SafePointe Hardware means the SoundThinking owned sensors, cameras, servers, and networking equipment.
- L. SafePointe Data means the images and video collected by the SafePointe Subscription Services, magnetic signatures, and motion data.
- M. ShotSpotter®, ShotSpotter® System, ShotSpotter® Software, or ShotSpotter® Subscription Services means the ShotSpotter® Gunshot Detection, Location, and Forensic Analysis Service.
- N. ShotSpotter Data means the data, information, and electronic files created, generated, modified, compiled, displayed, stored or kept in the course of providing the ShotSpotter Subscription Services, including, without limitation, information in Reviewed Alerts accessible through the ShotSpotter Subscription Services and/or Software.
- O. Software or SoundThinking Software means collectively the SoundThinking applications identified in Exhibit A and the Addenda to this Agreement to which Customer will have access under this Agreement on a subscription basis. The term Software shall also mean any new applications supplemental to the Subscription Services provided by SoundThinking to Customer subsequent to the execution date of this Agreement, and if purchased by Customer, the SoundThinking API Subscription License.
- P. Subscription Services or SoundThinking Subscription Services means collectively the services provided to Customer on a subscription basis under this Agreement to access, and SoundThinking’s maintenance of, the Software.
- Q. System means collectively the Software and Subscription Services provided under this Agreement.

3. SUBSCRIPTION SERVICES

- A. SoundThinking will implement the applicable Subscription Services set forth in Exhibit A and the Addenda to this Agreement.

4. INITIAL TERM AND RENEWAL

The initial term of the Subscription Services shall be for a period of twelve (12) months commencing on the date set forth in the applicable Addenda. Based on the Subscription Services provided under this Agreement, there may be more than one commencement date.

The Subscription Services may be renewed for successive periods of one year each (or multiple years as mutually agreed upon in writing by the Parties), in accordance with the following procedure. SoundThinking shall provide Customer with a renewal notice stating the renewal fees, terms, and conditions for the next successive renewal term approximately ninety (90) days prior to the expiration date of the then current term. Customer acknowledges that the Subscription Services fees, terms and conditions, and service levels hereunder are subject to change and that such fees, terms and conditions, and service levels may vary from those applicable to this Agreement in successive renewal terms. Annual Subscription fees for ShotSpotter, CaseBuilder, ResourceRouter, and SafePointe are subject to increase at a rate of 5% for Customers whose annual subscription fee is less than the current SoundThinking list price. Annual Subscription fees for CrimeTracer are subject to increase at a rate of 7% for Customers whose annual subscription fee is less than the current SoundThinking list price.

If Customer fails to renew prior to expiration of the then current subscription term, the Subscription Services will terminate in accordance with Section 5.C and the Customer's access to the Subscription Services will be disabled.

5. LICENSE AND OWNERSHIP

In consideration for and subject to the payment of the annual Subscription Services fees as set forth in Exhibit A, Customer is granted a non-transferrable, non-exclusive and terminable license ("License") to use the applicable SoundThinking Subscription Services, and ShotSpotter® Data for the Customer's own internal purposes and, if applicable, permitting citizens to access the public facing components of the relevant Subscription Services as set forth in this Section 5 and the Addenda to this Agreement. Please read the terms and conditions of this Agreement carefully. By using any SoundThinking Subscription Services, Customer agrees to be bound by the terms and conditions of this Agreement and its Addenda. If Customer does not agree to these terms, Customer must notify SoundThinking and discontinue any use of the SoundThinking Subscription Services.

A. License and Restrictions.

Software and Subscription Services. The Software is the proprietary product of SoundThinking, licensed to Customer on an annual subscription basis. The SoundThinking Software may incorporate components supplied to SoundThinking under license by third-party suppliers, and may be protected by United States patent, trade secret, copyright law and international treaty provisions. All such rights in and to the Software and Subscription Services any part thereof is the property of SoundThinking or, if applicable, its suppliers. All right and title to the SoundThinking computer programs, including, but not limited to related Documentation, technology, know-how and processes embodied in or made available to Customer in connection with the Subscription Services, patent rights, copyrights, trade secret rights, trademarks, and services marks remain with SoundThinking. Customer may not make any copies of the written materials or Documentation that accompany any component of the Software, or use them, or any other information concerning the Subscription Services that SoundThinking has designated as confidential, for any purpose other

than bona fide use of the Subscription Services or Software for in accordance with the terms of this Agreement, nor allow anyone else to do so. Customer shall not: (i) modify, adapt, alter, translate, copy, perform, or display (publicly or otherwise) or create compilations, derivative, new, or other works based, in whole or in part, on the Software, or on the Subscription Services; (ii) merge, combine, integrate, or bundle the Software, in whole or in part, with other software, hardware, data, devices, systems, technologies, products, services, functions, or capabilities; (iii) transfer, distribute, make available the Subscription Services, or Software to any person other than Customer; or (iv) sell, resell, sublicense, lease, rent, or loan the Subscription Services or Software, in whole or in part. No component of the Subscription Services, or Software may be used to operate a service bureau, rental or time-sharing arrangement.

Nothing in this Agreement shall be construed as granting any right or title to any SoundThinking Software, the ShotSpotter Data, or any component thereof, or any other intellectual property of SoundThinking or its suppliers to Customer.

Customer shall not alter, remove or obscure any copyright, patent, trademarks, confidential, proprietary, or restrictive notices or markings on any component of the Subscription Services, Software or any Documentation.

Use, duplication, or disclosure by applicable U.S. government agencies is subject to restrictions as set forth in in the provisions of DFARS 48 CFR 252.227-7013 or FAR 48 CFR 52.227-7014, as applicable.

B. Export.

Customer acknowledges that the ShotSpotter System has been determined by the United States Department of State to be a controlled commodity, software and/or technology subject to the United States Export Administration Regulations of the U.S. Department of Commerce. Customer is specifically prohibited from the export, or re-export, transfer, consignment, shipment, delivery, downloading, uploading, or transmitting in any form, any ShotSpotter Software, ShotSpotter Subscription Services, ShotSpotter Data, Documentation, or any component thereof or underlying information or technology related thereto, to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of Customer's country. In this respect, no resale, transfer, or re-export of the ShotSpotter System or any ShotSpotter System component exported to Customer pursuant to a license from the U.S. Department of Commerce may be resold, transferred, or reported without prior authorization by the U.S. Government. Customer agrees not to export, re-export or engage in any "deemed export," or to transfer or deliver, or to disclose or furnish, to any foreign (non- U.S.) government, foreign (non-U.S.) person or third party, or to any U.S. person or entity, any of the ShotSpotter System, or ShotSpotter System components, Data, Software, Services, or any technical data or output data or direct data product thereof, or any service related thereto, in violation of any such restrictions, laws or regulations, or without all

necessary registrations, licenses and or approvals. Customer shall bear all expenses relating to any necessary registrations, licenses or approvals.

In addition to the restrictions and requirements set forth above, the Customer shall not export, or re-export, transfer, consign, ship, deliver, download, upload, or transmit in any form, the CaseBuilder, CaseBuilder|Crime Gun, CrimeTracer, ResourceRouter, or SafePointe Subscription Services, the Software, Documentation, or any component thereof, or underlying information or technology related thereto to any third party, government, or country for any end uses except in strict compliance with applicable U.S. export controls laws, and only with the express prior written agreement of SoundThinking. In the event that such written agreement is provided, Customer shall be responsible for complying with all applicable export laws and regulations of the United States and destination country, including, but not limited to the United States Export Administration Regulations of the U.S. Department of Commerce, including the sanctions laws administered by the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC), the U.S. Anti-Boycott regulations, and any applicable laws of the import country.

In addition to the foregoing, Customer shall not disclose, discuss, download, ship, transfer, deliver, furnish, or otherwise export or re-export any such item(s) to or through: (a) any person or entity on the U.S. Department of Commerce Bureau of Industry and Security's List of Denied Persons or Bureau of Export Administration's anti-proliferation Entity List; (b) any person on the U.S. Department of State's List of Debarred Parties; (c) any person or entity on the U.S. Treasury Department Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons; or (d) any third party or for any end-use prohibited by law or regulation, as any and all of the same may be amended from time to time, or any successor thereto.

C. Termination.

Customer agrees that its right to use any of the applicable Subscription Services, or Software, provided hereunder, including ShotSpotter Data, will terminate following thirty (30) day's prior written notice due to a material breach of the terms of this Agreement, including failure to pay any sums to SoundThinking when due, or failure to renew the applicable Subscription Services prior to expiration of the then current subscription term unless such breach has been cured within said thirty (30) day period. In the event of a breach of SoundThinking's intellectual property rights, SoundThinking at its sole discretion may terminate this Agreement immediately upon written notice to Customer. In the event of termination for any reason, Customer's access to the applicable Subscription Services and Software will terminate and be disabled. Customer agrees that SoundThinking shall not be liable to Customer nor to any third party for any suspension of the Subscription Services resulting from Customer's nonpayment of the Subscription Services fees as described in this section.

D. Modification to, or Discontinuation of the Subscription Services.

SoundThinking reserves the right at its discretion to modify, temporarily or permanently, the Subscription Services (or any part thereof). If SoundThinking intends to release a modification to the Subscription Services that will result in the removal or disabling of a major feature or functionality, SoundThinking will provide thirty (30) days prior notice to its customer base. Should Customer materially rely on such feature or functionality, SoundThinking, at Customer's request,

shall use commercially reasonable efforts to restore such functionality to Customer. In the event that SoundThinking is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the annual Subscription Services fees paid under the Agreement for the subscription term in which this Agreement is terminated. Customer acknowledges that SoundThinking reserves the right to discontinue offering the Subscription Services at the conclusion of Customer's then current term. Customer agrees that SoundThinking shall not be liable to Customer or to any third party for any modification of the Subscription Services as described in this section.

E. New Applications.

From time to time, at SoundThinking's discretion, SoundThinking may release to its customer base, new applications supplemental to the Subscription Services. Customer's use of such new applications shall be subject to the license, warranty, intellectual property, and support terms of this Agreement. Prior to general release, SoundThinking may request Customer to act as a pre-release test site for new applications, or major upgrades. Provided that Customer agrees in writing to such request, SoundThinking will provide a pre-release package explaining the details and requirements for Customer's participation.

F. No Use by Third Parties.

Except as otherwise expressly set forth in this Agreement, use by anyone other than Customer of the Subscription Services, Software, Documentation, or ShotSpotter Data is prohibited, unless pursuant to a valid assignment of this Agreement as set forth in Section 20 of this Agreement.

G. PlateRanger.

License terms and conditions for PlateRanger are set forth in Rekor's License Agreement provided as Attachment A to the PlateRanger Addendum.

6. CONFIDENTIALITY AND PROPRIETARY RIGHTS

A. SoundThinking Confidential Information.

Customer acknowledges and agrees that the source code, technology, and internal structure of the SoundThinking Software, ShotSpotter Data, and SoundThinking Subscription Services, as well as Documentation, operations manual(s) and training material(s), are the confidential information and proprietary trade secrets of SoundThinking, or applicable third-party vendor, the value of which would be destroyed by disclosure to the public. Use by anyone other than Customer of the Subscription Services, Documentation, and ShotSpotter Data is prohibited, unless pursuant to a valid assignment under this Agreement. Unless prohibited by applicable law, the terms and conditions of this Agreement, including pricing and payment terms shall also be treated as SoundThinking's confidential information. Customer shall not disassemble, decompile, or otherwise reverse engineer or attempt to reconstruct, derive, or discover any source code, underlying ideas, algorithms, formulae, routines, file formats, data structures, programming, routines, interoperability interfaces, drawings, or plans from the Software, or any data or information created, compiled, displayed, or accessible through the Subscription Services, in whole or in part. Customer agrees during the term of this Agreement, and thereafter, to hold the confidential

information and proprietary trade secrets of SoundThinking in strict confidence and to not permit any person or entity to obtain access to it except as required for the Customer's exercise of the license rights granted under this Agreement. Nothing in this Agreement is intended to or shall limit any rights or remedies under applicable law relating to trade secrets, including the Uniform Trade Secrets Act as enacted in applicable jurisdictions.

B. Customer Confidential Information

During the term of this Agreement or any subsequent renewals, SoundThinking agrees to maintain Customer information designated by the Customer as confidential to which SoundThinking gains access in the performance of its obligations under this Agreement, and not disclose such Customer Confidential Information to any third parties except as may be required by law. SoundThinking agrees that Customer's Confidential Information shall be used solely for the purpose of performing SoundThinking's obligations under this Agreement.

C. Obligations of the Parties.

The receiving Party's ("Recipient") obligations under this section shall not apply to any of the disclosing Party's ("Discloser") Confidential Information that Recipient can document: (a) was in the public domain at or subsequent to the time such Confidential Information was communicated to Recipient by Discloser through no fault of Recipient; (b) was rightfully in Recipient's possession free of any obligation of confidence at or subsequent to the time such Confidential Information was communicated to Recipient by such Discloser; (c) was developed by employees or agents of Recipient independently of and without reference to any of Discloser's Confidential Information; or (d) was communicated by Discloser to an unaffiliated third party free of any obligation of confidence. A disclosure by Recipient of any Discloser Confidential Information (a) in response to a valid order by a court or other governmental body; (b) as otherwise required by law; or (c) necessary to establish the rights of either party under this Agreement shall not be considered to be a breach of this Agreement by the Recipient; provided, however, that Recipient shall provide prompt prior written notice thereof to the Discloser to enable Discloser to seek a protective order or otherwise prevent such disclosure. The Recipient shall use reasonable controls to protect the confidentiality of and restrict access to all Confidential Information of the Discloser to those persons having a specific need to know for the purpose of performing the Recipient's obligations under this Agreement. The Recipient shall use controls no less protective than Recipient uses to secure and protect its own confidential, but not "Classified" or otherwise Government-legended, information. Upon termination of this Agreement the Recipient, as directed by the Discloser, shall either return the Discloser's Confidential Information, or destroy all copies thereof and verify such destruction in writing to the Discloser.

Unless the Recipient obtains prior written consent from the Discloser, the Recipient agrees that it will not reproduce, use for purposes other than those expressly permitted in this Agreement, disclose, sell, license, afford access to, distribute, or disseminate any information designated by the Discloser as confidential.

7. LIMITED WARRANTIES

- A. SoundThinking warrants that the Software will function in substantial conformity with the SoundThinking Documentation accompanying the Software and Subscription Services. The

Software covered under this warranty consists exclusively of ShotSpotter, the ShotSpotter Dispatch, ShotSpotter Respond, and ShotSpotter Insight applications and user interface; CaseBuilder; CaseBuilder|Crime Gun; CrimeTracer; ResourceRouter, and SafePointe Software and Subscription Services that are made available to the Customer under this Agreement as identified in Exhibit A or any subsequent amendment to this Agreement. Additional limited warranties as applicable are set forth in the Addenda attached to this Agreement and incorporated herein.

- B. SoundThinking further warrants that the Subscription Services, and Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components.
- C. SoundThinking does not warrant or represent, expressly or implicitly, that any of its Subscription Services or Software will be uninterrupted or error free; or that any SoundThinking-supplied network will remain in operation at all times or under all conditions.
- D. Any and all warranties, express or implied, of fitness for high-risk purposes requiring fail-safe performance are hereby expressly disclaimed.
- E. The Parties acknowledge and agree that the Subscription Services are not consumer goods, and are not intended for sale to or use by or for personal, family, or household use.
- F. Warranties for PlateRanger are provided in the Rekor License Agreement provided as Attachment A to the PlateRanger Addendum.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 7, AND THE APPLICABLE ADDENDA TO THIS AGREEMENT SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8. CUSTOMER OBLIGATIONS.

Customer acknowledges and agrees that SoundThinking's duties, including warranty obligations, and ability to perform its obligations to Customer under this Agreement shall be predicated and conditioned upon Customer's timely performance of and compliance with Customer's obligations hereunder, including, but not limited to:

- A. Customer agrees to pay all sums due under this Agreement when they are due pursuant to the payment terms in Exhibit A.
 - Customer's address for invoicing:
 - City of Santa Fe
 - Attn: Accounts Payable
 - PO Box 909
 - Santa Fe, NM 87504-0909
 - Email: Trrico@santafem.gov
- B. Customer agrees to use reasonable efforts to timely perform and comply with all of Customer's obligations allocated to Customer under this Agreement, and its Addenda.

- C. Customer shall not permit any alteration, modification, substitution, or supplementation of any SoundThinking Subscription Services or web portal, or the combining, connection, merging, bundling, or integration of the SoundThinking Subscription Services or web portal into or with any other system, equipment, hardware, software, technology, function, or capability, without SoundThinking's express prior written consent.
- D. Unless otherwise expressly agreed in advance in writing by SoundThinking, Customer shall not authorize or appoint any contractors, subcontractors, original equipment manufacturers, value added integrators, systems integrators, or other third parties to operate, or have access to any part of the Subscription Services or Software.
- E. In order to use the Subscription Services, Customer must have and maintain access to the World Wide Web to enable a secure https connection from the Customer's workstation(s) to SoundThinking's hosted services, either directly or through devices that access Web-based content. Customer must also provide all equipment necessary to make such (and maintain such) connection.
- F. Should criminal background checks beyond SoundThinking's standard background check, or fingerprinting for SoundThinking employees performing any Services under this Agreement or an Addendum hereto be required by Customer, or Federal or State regulations, such additional background checks or fingerprinting will be conducted by Customer.
- G. Customer shall be responsible for the accuracy, quality, appropriateness, and legality of all Customer data, any other Customer business information used in any Subscription Services.
- H. SoundThinking will assist the Customer in initially setting up passwords and user names for Customer's employees, agents, or representatives to whom Customer designates access to the applicable Subscription Services ("Authorized Users"). Thereafter, Customer shall be responsible for assigning passwords and user names for each of its Authorized Users. Customer shall be responsible for maintaining the confidentiality and use of Customer's password and user names and shall not allow passwords and/or user names to be shared by Authorized Users; nor shall Customer permit any unauthorized users to access the Subscription Services. The maximum number of Authorized Users for the applicable Subscription Services is set forth in Exhibit A. Each Authorized User identification may only be used to access the applicable Subscription Services during one (1) concurrent login session.
- I. Customer shall comply with all applicable laws, rules and regulations relating to the goods and services provided hereunder.

9. INTELLECTUAL PROPERTY INFRINGEMENT

SoundThinking will, at its expense, defend and indemnify Customer from and against losses, suits, damages, liability, and expenses (including reasonable attorney fees) arising out of a claim asserted in a lawsuit or action against the Customer by a third party unrelated to the Customer, in which such third party asserts a claim that the Subscription Services and/or Software to which SoundThinking owns the patent or copyright, when used in accordance with SoundThinking's user Documentation, infringes any United States

patent which was issued by the U.S. Patent and Trademark Office, or United States copyright which was registered by the U.S. Copyright Office, as of the effective date of Customer's agreement to license the applicable SoundThinking Subscription Services and Software (collectively "Action"), provided that Customer provides SoundThinking with reasonably prompt notice of any such Action, or circumstances of which Customer becomes aware that could reasonably be expected to lead to such Action including but not limited to any cease and desist demands or warnings, and further provided that Customer cooperates with SoundThinking and its defense counsel in the investigation and defense of such Action.

SoundThinking shall have the right to choose counsel to defend such suit and/or action, and to control the settlement (including determining the terms and conditions of settlement) and the defense thereof. Customer may participate in the defense of such action at its own expense.

This Section 9 shall not apply and SoundThinking shall have no obligation to defend and indemnify Customer in the event the Customer or a third party modifies, alters, substitutes, or supplements any of the Subscription Services, or Software, or to the extent that the claim of infringement arises from or relates to the integration, bundling, merger, or combination of any of the same with other hardware, software, systems, technologies, or components, functions, capabilities, or applications not licensed by SoundThinking as part of the Subscription Services, nor shall it apply to the extent that the claim of infringement arises from or relates to meeting or conforming to any instruction, design, direction, or specification furnished by the Customer, nor to the extent that the Subscription Services or Software are used for or in connection with any purpose, application, or function other than in accordance with the SoundThinking Documentation accompanying the Subscription Services or Software.

If, in SoundThinking's opinion, any of the SoundThinking owned Subscription Services, or Software may, or are likely to become, the subject of such a suit or action, does become the subject of a claim asserted against Customer in a lawsuit which SoundThinking is or may be obliged to defend under this section, or is determined to infringe the foregoing patents or copyrights of another in a final, non-appealable judgment subject to SoundThinking's obligations under this section, then SoundThinking may in full and final satisfaction of any and all of its obligations under this section, at its option: (1) procure for Customer the right to continue using the affected Subscription Services or Software, (2) modify or replace such Subscription Services or Software to make it or them non-infringing, or (3) refund to Customer a pro-rata portion of the annual Subscription Services fees paid for the affected Subscription Services for the term in which the Agreement is terminated.

Defense and indemnification against third party claims of infringement for third party products to which SoundThinking does not own the copyright are the responsibility of the owner of the third-party products.

This Section 9 states the entire liability of SoundThinking and is Customer's exclusive remedy for or relating to infringement or claims or allegations of infringement of any patent, copyright, or other intellectual property rights in or to any SoundThinking owned and licensed Subscription Services, SoundThinking owned and licensed Software or any component thereof. This section is in lieu of and replaces any other expressed, implied, or statutory warranty against infringement of any and all intellectual property rights.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

SoundThinking shall, at its expense, indemnify, defend, save, and hold Customer harmless from any and all claims, lawsuits, or liability, including attorneys' fees and costs, arising out of, in connection with, any loss, damage, or injury to persons or property to the extent of the gross negligence, or wrongful act, error, or omission of SoundThinking, its employees, agents, or subcontractors as a result of SoundThinking's or any of its employees, agents, or subcontractor's performance pursuant to this Agreement. SoundThinking shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding the foregoing, if a claim, lawsuit, or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents, or contractors, SoundThinking's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

In no event shall either Party, or any of its affiliates or any of its/their respective directors, officers, members, attorneys, employees, or agents, be liable to the other Party under any legal or equitable theory or claim, for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, indirect, incidental, or consequential damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.

Except for its Intellectual Property infringement indemnity obligations under Section 9 of this Agreement for SoundThinking owned Software and Subscription Services, SoundThinking's cumulative liability for all losses, claims, suits, controversies, breaches or damages for any cause whatsoever arising out of or related to this Agreement, whether in contract, tort, by way of indemnification or under statute, and regardless of the form of action or legal theory shall not exceed (i) two (2) times the amount of the annual subscription fee(s) for the twelve (12) month period in which the claim arises, or (ii) the amount of insurance maintained by SoundThinking available to cover the loss, whichever is greater. The foregoing limitations shall apply without regard to any failure of essential purpose of any remedies given herein.

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

11. DEFAULT AND TERMINATION; REMEDIES

Either Party may terminate this Agreement in the event of a material breach of the terms and conditions of this Agreement upon thirty (30) days' prior written notice to the other Party; provided that the Party alleged to be in breach has not cured such breach within said thirty (30) day period.

In addition to the termination provisions in Section 5.C for failure to pay annual Subscription Services fees, upon the occurrence of a material breach of Customer's obligations under this Agreement not susceptible to cure as provided in the preceding paragraph, SoundThinking may at its option, effective immediately upon written notice to Customer, either: (i) terminate SoundThinking's future obligations under this Agreement, terminate Customer's License to use the Subscription Services and Software, or (ii) accelerate

and declare immediately due and payable all remaining charges for the remainder of the Agreement and proceed in any lawful manner to obtain satisfaction of the same.

Appropriations. City's ability to pay for the services under this Agreement is contingent upon sufficient appropriations and authorization being made by City for the performance of this Agreement. If sufficient appropriations and authorization are not made by City, this Agreement shall terminate upon reasonable prior written notice being given by City to SoundThinking. The City's decision as to whether sufficient appropriations are available shall be accepted by SoundThinking and shall be final

12. TAXES

Unless otherwise included as a line item in Exhibit A, the fees due under this Agreement exclude any sales, use, value added or similar taxes that may be imposed in connection with this Agreement. Customer agrees that it shall be solely responsible for payment, or reimbursement to SoundThinking as applicable, of all sales, use, value-added or similar taxes imposed upon this Agreement by any level of government, whether due at the time of sale or asserted later as a result of audit of the financial records of either Customer or SoundThinking. If exempt from such taxes, Customer shall provide to SoundThinking written evidence of such exemption. Customer shall also pay any personal property taxes levied by government agencies based upon Customer's use or possession of the items acquired or licensed in this Agreement.

13. NOTICES

Any notice or other communication required or permitted to be given under this Agreement shall be in writing delivered to the address set forth in this Agreement by certified mail return receipt; overnight delivery services; delivered in person; or via email with read receipt. A Party's address may be changed by written notice to the other Party.

Notices to Customer:

City of Santa Fe
Attn: Chief Joye
200 Lincoln Ave.
Santa Fe, NM 87501
Email: pmjoye@santafenm.gov

Notices to SoundThinking:

SoundThinking, Inc.
Attn: CFO
39300 Civic Center Dr., Ste. 300
Fremont, CA 94538
accounting@soundthinking.com

14. FORCE MAJEURE

In no event shall SoundThinking be liable for any delay or default in its performance of any obligation under this Agreement caused directly or indirectly by an act or omission of Customer, or persons acting under its direction and/or control, fire, flood, act of God, an act or omission of civil or military authority of a state or nation, strike, lockout, or other labor disputes, inability to secure, delay in securing, or shortage of labor, materials, supplies, transportation, or energy, failures, outages or denial of services of wireless, power, telecommunications, or computer networks, acts of terrorism, sabotage, vandalism, hacking, natural disaster or emergency, war, riot, embargo, or civil disturbance, breakdown or destruction of plant or equipment, or arising from any cause whatsoever beyond SoundThinking's reasonable control. At SoundThinking's option and following notice to Customer, any of the foregoing causes shall be deemed to suspend such obligations of SoundThinking so long as any such cause shall prevent or delay performance,

and SoundThinking agrees to make, and Customer agrees to accept performance of such obligations whenever such cause has been remedied.

15. ENTIRE AGREEMENT

This Agreement and its Exhibits and Addenda represent the entire agreement and understanding of the Parties and a final expression of their agreements with respect to the subject matter of this Agreement and supersedes all prior written or oral agreements, representations, understandings, or negotiations with respect to the matters covered by this Agreement.

16. GOVERNING LAW AND VENUE

The validity, performance, and construction of this Agreement shall be governed by the laws of the State of New Mexico, without giving effect to the conflict of law principles thereof. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and shall not apply. The Parties agree that any action, suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

17. NO WAIVER

No term or provision of this Agreement shall be deemed waived, and no breach excused unless such waiver or consent is in writing and signed by both Parties. Any consent by either Party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other, different, prior, or subsequent breach.

The failure of either Party to enforce at any time any of the provisions of this Agreement shall not constitute a present or future waiver of any such provisions or the right of either Party to enforce each and every provision.

18. SEVERABILITY

If any term, clause, sentence, paragraph, article, subsection, section, provision, condition, or covenant of this Agreement is held to be invalid or unenforceable, for any reason, it shall not affect, impair, invalidate or nullify the remainder of this Agreement, but the effect thereof shall be confined to the term, clause, sentence, paragraph, article, subsection, section, provision, condition or covenant of this Agreement so adjudged to be invalid or unenforceable.

19. DISPUTE RESOLUTION

If the Parties disagree as to any matter arising under this Agreement or the relationship and dealings of the Parties hereto, then at the request of either Party, SoundThinking and Customer shall promptly consult with one another and make diligent, good faith efforts to resolve the disagreement by negotiation prior to either Party taking legal action. If such negotiations do not resolve the dispute within sixty (60) days of the initial request, either Party may take appropriate legal action.

20. ASSIGNMENT

This Agreement may not be assigned or transferred by either Party, nor any of the rights granted herein, in whole or in part, by operation of law or otherwise, without the other Party's express prior written consent, which shall not be unreasonably withheld. Provided, however, that SoundThinking may assign or transfer this Agreement and/or SoundThinking's rights and obligations hereunder, in whole or in part, in the event of a merger or acquisition of all or substantially all of SoundThinking's assets. No assignee for the benefit of Customer's creditors, custodian, receiver, trustee in bankruptcy, debtor in possession, sheriff, or any other officer of a court, or other person charged with taking custody of Customer's assets or business, shall have any right to continue or to assume or to assign these without SoundThinking's express consent.

21. COMPLIANCE WITH LAWS

During the term of this Agreement SoundThinking will comply with all applicable local, state, and federal laws, statutes and regulations.

22. EQUAL EMPLOYMENT OPPORTUNITY

SoundThinking is committed to equal-employment principles, and the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, (41 CFR 60- 1.4), section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)), section 402 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-250.5(a)), and, the Jobs for Veterans Act of 2003, (41 CFR 60-300.5(a)) as well as any other regulations pertaining to these orders. SoundThinking's decisions and criteria governing its hiring and employment practices are made in a non-discriminatory manner, without regard to age, race, color, national origin, citizenship status, gender (including pregnancy, childbirth or medical condition related to pregnancy or childbirth), gender identity or expression, sex, religion, creed, physical or mental disability, medical condition, legally protected genetic information, marital status, veteran status, military status, sexual orientation, or any other factor determined to be an unlawful basis for such decisions by federal, state, or local statutes.

23. INSURANCE

SoundThinking, at its expense, shall procure and maintain insurance coverage in the following limits during the term of this Agreement. Prior to commencing services under this Agreement, SoundThinking shall provide certificates of insurance evidencing such insurance to Customer. Customer shall be named as an additional insured to the commercial general liability policy.

Type of Insurance	Limits
Commercial General Liability	\$1,000,000 ea. occ.; \$2,000,000 general aggregate
Automobile Liability – Any Auto	\$1,000,000 combined single limit
Umbrella Liability	\$5,000,000 ea. occ.; \$5,000,000 aggregate
E&O/Cyber Liability	\$2,500,000 per claim/aggregate
Excess E&O/Cyber Liability	\$2.5M XS \$2.5M
Worker's Compensation	Statutory
Employer's Liability	\$2M ea. accident; \$2M disease ea. employee; \$2M policy limit

24. GENERAL PROVISIONS

- A. This Agreement and its Addenda shall be binding on and inure to the benefit of the Parties and any permitted successors and assigns; however, nothing in this paragraph shall be construed as a consent to any assignment by either Party except as provided in Section 20 of this Agreement.
- B. This Agreement shall not become a binding contract until signed by an authorized representative of each Party, effective as of the date of signature.
- C. This Agreement and its Addenda may be executed in any number of identical counterparts, each of which shall be deemed a duplicate original.
- D. The provisions of this Agreement and Addenda shall not be construed in favor of or against either Party because that Party or its legal counsel drafted this Agreement, but shall be construed as if all Parties prepared this Agreement.
- E. An electronic signature copy of this Agreement and its Exhibits, Addenda, notices and documents prepared under this Agreement shall be considered an original. The Parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability, and shall meet any requirement to provide an original or hard copy.
- F. This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

SIGNATURE PAGE FOLLOWS

EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS AND ADDENDA, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY CONFIRMATION, PURCHASE ORDER, AMENDMENT OR OTHER BUSINESS FORM, WRITING OR MATERIAL SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

CITY OF SANTA FE

SOUNDTHINKING, INC.

Accepted By (Signature)

Roxanne Lerner

Accepted By (Signature)

Printed Name

Roxanne Lerner
Printed Name

Title

Director of Contracts
Title

Date

Jan 30, 2026
Date

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Christopher Ryan
Christopher Ryan (Jan 30, 2026 10:41:28 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRITAN MOGA

FINANCE DIRECTOR

ADDENDUM ONE - SHOTSPOTTER® SUPPLEMENTAL TERMS

This Addendum One (“Addendum One”) to the SoundThinking™, Inc. Master Services Agreement (the “Agreement”) by and between SoundThinking, Inc. (“SoundThinking”) and the City of Santa Fe (“Customer”) is effective as of the last date of signature below.

The following provisions are expressly added to and made a part of the Agreement for the purposes of further defining the ShotSpotter® Subscription Services and terms of use. All terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Addendum One and the Agreement, this Addendum One shall control:

In consideration of the Parties’ mutual covenants and promises set forth in this Addendum One, the Parties Agree as follows:

Section numbers correspond to the section numbers in the Agreement.

Section 2 DEFINITIONS

ShotSpotter

Insight means the internet portal to which Customer will have access to Reviewed Alerts with respect to the ShotSpotter® Gunshot Detection, Location, and Forensics System.

Coverage Area means the area in square miles covered by the ShotSpotter Services as set forth in Exhibit A and increase to the Coverage Area as agreed to in writing between the Parties.

Reviewed Alerts means the data reviewed by SoundThinking’s incident review staff related to gunfire incidents detected by the ShotSpotter Gunshot Detection, Location, and Forensic Analysis Service.

Section 3 SUBSCRIPTION SERVICES

ShotSpotter

- A. SoundThinking will install the ShotSpotter System in the Coverage Area specified in Exhibit A attached to the Agreement. SoundThinking will host the Subscription Services and may update the functionality and Software of the Subscription Services from time to time at its sole discretion and in accordance with the Agreement and this Addendum One.
- B. SoundThinking will be responsible for determining the location(s) for installation of acoustic sensor(s) (the “Sensors”) that detect gunshot-like sounds, and obtaining permission from the premises owner/property manager/lessee. SoundThinking owns, and is responsible for maintenance of the Sensors.
- C. The ShotSpotter System acoustic Sensor may use wired, wireless, or cellular wireless communications which necessitates the existence of a real-time data communications channel from each Sensor to the SoundThinking hosted servers via a commercial carrier.

The unavailability or deterioration of the quality of such wired, wireless, or wireless cellular communications may impact the ability of SoundThinking to provide the Subscription Services. In such circumstances SoundThinking will use commercially reasonable efforts to obtain alternate wired or wireless cellular communications or adjust the Coverage Area as necessary. In the event SoundThinking is unable to do so, SoundThinking will terminate the ShotSpotter Subscription Services and refund a pro-rata portion of the annual Subscription Services fee to Customer.

- D. SoundThinking will provide Customer with user documentation, online help, written or recorded video training material, and other applicable documentation (as available).
- E. SoundThinking will provide reasonable efforts to respond via email to requests for support relating to incident classification as defined in the Support Level Matrix provided at Attachment A.
- F. During the term of the Agreement, SoundThinking will provide real-time gunfire analysis and alert services. After an explosive (or impulsive) sound triggers enough Sensors that an incident is detected and located, audio from the incident is sent to SoundThinking's Incident Review Center (IRC) via secure, high-speed network connections for real-time qualification. Within seconds, a SoundThinking professional reviewer analyzes audio data and recordings to confirm gunfire or explosions. The qualified alert is then sent directly to the Customer's dispatch center, PSAP, mobile/patrol officers, and any other relevant safety or security personnel, as determined by the Customer. The SoundThinking IRC will review gunfire incidents as further defined in Attachment A to this Addendum One.
- G. The ShotSpotter Subscription Services shall consist of (i) providing access to the Customer of Reviewed Alerts delivered via the Insight password-protected internet portal and user interface supplied by SoundThinking; (ii) providing Customer access to historical Reviewed Alerts and incident information via the ShotSpotter Software; and (iii) other services as specified in the Agreement and its Exhibits or this Addendum One.
- H. SoundThinking will use commercially reasonable efforts to respond to support requests as set forth in the Support Level Matrix provided at Attachment A to this Addendum One. These requests may be made to SoundThinking through one of the following methods: 1) email to support@soundthinking.com; 2) Live Chat through the ShotSpotter Subscription Services applications; 3) A phone call to SoundThinking's Customer Support organization at 888.274.6877, option 4. These are the only methods SoundThinking will receive and respond to support requests.

Tier 1 (as defined in the Support Matrix included at Attachment A). A SoundThinking Customer Support specialist will be responsible for receiving Customer reports of missed incidents, or errors in the Subscription Services, and, to the extent practicable over email or telephone, making commercially reasonable efforts to assist the Customer in resolving the Customer's reported problems. In the event the problem cannot be resolved within 24 hours, requiring further research and troubleshooting, SoundThinking will use commercially reasonable efforts to resolve the issue within seventy-two (72) hours of receipt of the report. In the event that the ShotSpotter Subscription Service is fully

nonfunctional, and it is not due to power outage or other reasons that are outside of SoundThinking's control, SoundThinking will work continuously to restore functionality of the Subscription Services in accordance with the standard ShotSpotter user documentation provided with the Subscription Services as soon as reasonably possible, and no later than seventy-two (72) hours of receipt of the report.

I. FORENSIC REPORTS.

- i. Investigative Lead Summary ("ILS"). SoundThinking provides an on-demand report available through the ShotSpotter Application. The Investigative Lead Summary (ILS) provides useful details about the approximate location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, and may help law enforcement find shell casings, confirm witness accounts, and streamline investigations. ILS reports are available immediately after an incident occurs via the mobile, web, or desktop ShotSpotter application. The machine-generated ILS is primarily intended as an investigative aid rather than courtroom evidence. However, SoundThinking does offer Certified Business Records of ILS reports, which may be useful in court for limited purposes, without the need to call a witness.
- ii. Detailed Forensic Report ("DFR"). If requested by Customer, SoundThinking will provide a DFR for any ShotSpotter-detected incidents, including Reviewed Alerts. The DFR is intended to be a court-admissible document used by attorneys as part of a court case for the exact, verified timing, sequence and location of each shot fired. Secondly, the DFR is available for use by law enforcement to obtain a search warrant or to investigate an Officer Involved Shooting.

DFRs must be requested in writing and addressed to the SoundThinking Customer Support Department. Requests may be submitted via the Forensics Services page under the Law Enforcement tab on SoundThinking's website (www.soundthinking.com). SoundThinking will use commercially reasonable efforts to provide a DFR within ten (10) business days of receipt of the request.

J. EXPERT WITNESS SERVICES.

SoundThinking offers reasonable expert witness services, including Reviewed Alerts, for an hourly fee as set forth in Exhibit A of the Agreement, as well as reimbursement of all travel and per diem costs. If requested to provide such services, SoundThinking will invoice the Customer for the number of hours expended to prepare for and provide expert witness testimony, and actual travel expenses, upon completion of the services. Customer understands that SoundThinking undertakes to provide individuals whose qualifications are sufficient for such services, but does not warrant that any person or his or her opinion will be accepted by every court. SoundThinking requires at least fourteen (14) days prior notice of such a requirement in writing from the Customer. Customer must include dates, times, specific locations, and a point of contact for SoundThinking personnel. Due to the nature of legal proceedings, SoundThinking cannot guarantee that its services described in this section shall produce the outcome, legal or otherwise, which Customer desires. Payment for expert witness services described shall be due and payable when services are rendered regardless of the outcome of the proceedings.

Section 4 INITIAL TERM AND RENEWAL

ShotSpotter

- A. Commencement of ShotSpotter Subscription Services. The initial term of the ShotSpotter Subscription Services shall commence on the date that the ShotSpotter System is made available to Customer for live use (“go live”).
- B. Failure to renew ShotSpotter Subscription Services. If Customer fails to renew prior to the expiration of the then current subscription term, the Subscription Services will terminate and the Customer’s access to the Subscription Services will be disabled. At its discretion, SoundThinking may remove the ShotSpotter System and any components from the Coverage Area at that time. If SoundThinking does not remove the ShotSpotter System from the Coverage Area, Customer may reinstate the ShotSpotter Subscription Services at a later date by renewing this Agreement and payment of the applicable reactivation and ShotSpotter Subscription Services renewal fees; however, Customer will not have access to any Reviewed Alerts that they would have had access to during the lapsed period.

Section 5 LICENSE AND OWNERSHIP

ShotSpotter Data

- A. Rights in Data.

SoundThinking shall own and have the unrestricted right to use the ShotSpotter Data, as that term is defined in the Agreement, for internal purposes such as research or product development. SoundThinking may provide, license, or sell the ShotSpotter Data on an aggregated basis to third parties (excluding press or media) to be used for research or analytical purposes, or for law enforcement and/or security purposes.

SoundThinking will not release or disseminate to any person or entity ShotSpotter Data related to or consisting of specific forensic or law enforcement sensitive incident information pertaining to any active inquiry, investigation, or prosecution, unless in response to a valid order or subpoena issued by a court or other governmental body, or as otherwise required by law. SoundThinking will not release, sell, license, or otherwise distribute the gunfire alert ShotSpotter Data to the press or media without the prior express written consent of an authorized representative of the Customer.

Customer shall have the unrestricted right to download, make copies of, distribute, and use the ShotSpotter Data within its own organization, exclusively for its own internal purposes, and for purposes of detecting and locating gunfire, routine archival recordkeeping, evidence preservation, and investigative, or evidentiary, and prosecutorial purposes, and for community engagement and community services initiatives. Customer shall not provide to, license the use of, or sell the ShotSpotter Data to any third parties, which restriction will not pertain to (i) the collaboration with other law enforcement agencies for the purposes of investigating and prosecuting crimes detected by the ShotSpotter Subscription Service; or

(ii) government or non-governmental entities focused on the support of victims of gun crime in the local community; or (iii) entities focused on local community outreach and/or violence intervention.

Section 6 CONFIDENTIALITY AND PROPRIETARY RIGHTS

SoundThinking Privacy Policy

A. SoundThinking Privacy Policy.

With respect to the ShotSpotter Subscription Services, SoundThinking has structured its technology, processes and policies in such a way as to minimize the risk of privacy infringements from audio surveillance while still delivering important public safety benefits to its customers. These efforts to maintain privacy include the following:

- 1) SoundThinking will not provide extended audio to customers beyond the audio snippet (1 second of ambient noise prior to a gunshot, the gunshot audio itself, and 1 second after the incident). SoundThinking will vigorously resist any subpoena or court order for extended audio that goes beyond an audio snippet.
- 2) SoundThinking will not provide a list or database of the precise location of Sensors to police or the public if requested and will challenge any subpoenas for this location data.

Section 7 LIMITED WARRANTIES

ShotSpotter Subscription Services and Software Additional Limited Warranties and Disclaimers

- A. The ShotSpotter Subscription Services are not designed, sold, or intended to be used to detect, intercept, transmit, or record oral or other communications of any kind. SoundThinking cannot control how the ShotSpotter Subscription Services are used, and, accordingly, SoundThinking does not warrant or represent, expressly or implicitly, that use of the ShotSpotter Subscription Services will comply or conform to the requirements of federal, state, or local statutes, ordinances, and laws, or that use of the ShotSpotter Subscription Services will not violate the privacy rights of third parties. Customer shall be solely responsible for using the ShotSpotter Subscription Services in full compliance with applicable law and the rights of third persons.
- B. SoundThinking does not warrant or represent, expressly or implicitly, that the ShotSpotter System or its use will: result in the prediction or prevention of crime, apprehension or conviction of any perpetrator of any crime, or detection of any criminal; prevent any loss, death, injury, or damage to property due to any reason including the discharge of a firearm or other weapon; or in all cases result in a Reviewed Alert for all firearm discharges within

the designated coverage area; or that the ShotSpotter-supplied network will remain in operation at all times or under all conditions.

- C. SoundThinking expressly disclaims, and does not undertake or assume any duty, obligation, or responsibility for any decisions, actions, reactions, responses, failure to act, or inaction, by Customer as a result of or in reliance on, in whole or in part, the ShotSpotter Subscription Services, or Reviewed Alerts provided by SoundThinking, or for any consequences or outcomes, including any death, injury, or loss or damage to any property, arising from or caused by any such decisions, actions, reactions, responses, failure to act, or inaction. It shall be the sole and exclusive responsibility of the Customer to determine appropriate decisions, actions, reactions, or responses, including whether or not to dispatch emergency responder resources. The Customer hereby expressly assumes all risks and liability associated with any and all action, reaction, response, and dispatch decisions, and for all consequences and outcomes arising from or caused by any decisions made or not made by the Customer in reliance, in whole or in part, on the ShotSpotter Subscription Services provided by SoundThinking, including any death, injury, or loss or damage to any property.

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7 OF THE AGREEMENT AND THIS ADDENDUM ONE, SOUNDTHINKING MAKES AND CUSTOMER RECEIVES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF NON-INFRINGEMENT, QUALITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DEFAULT AND TERMINATION; REMEDIES

Termination of Access to ShotSpotter Data

In addition to the termination provisions in Section 5. C of the Agreement, upon termination of the Agreement, Customer's access to ShotSpotter Data will terminate, and SoundThinking will cease delivering Reviewed Alerts for ShotSpotter.

SIGNATURE PAGE FOLLOWS

THE PARTIES HERETO HAVE EXECUTED THIS ADDENDUM ONE CONTEMPORANEOUSLY WITH THE AGREEMENT.

CITY OF SANTA FE

SOUNDTHINKING, INC.

Accepted By (Signature)

Roxanne Lerner

Accepted By (Signature)

Printed Name

Roxanne Lerner

Printed Name

Title

Director of Contracts

Title

Date

Jan 30, 2026

Date

ATTEST:

City Clerk

CITY ATTORNEY'S OFFICE:

Christopher Ryan

Christopher Ryan (Jan 30, 2026 10:41:06 MST)

CHRISTOPHER RYAN, SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

BRIAN MOYA

FIANCE DIRECTOR

ATTACHMENT A – SERVICE LEVEL AGREEMENT

ShotSpotter® Gunshot Detection, Location System

Reviewed Alert Service Levels

Summary

Under the terms and conditions of the SoundThinking Master Services Agreement and this Addendum One between SoundThinking, Inc. (“SoundThinking”) and Customer, SoundThinking commits to meet or exceed the following Service Level Agreement (SLA) standards as it provides its ShotSpotter Gunshot Location Services¹:

Service	SLA and Measurement
Gunshot Detection & Location	90% of unsuppressed, outdoor gunfire incidents, using standard, commercially available rounds greater than .25 caliber, inside the Coverage Area will be detected and located within 25 meters of the actual gunshot location.
Reviewed Alerts	90% of gunshot incidents will be reviewed and published in less than 60 seconds.
Service Availability	The ShotSpotter Gunshot Location System service will be available to the Customer 99.9% of the time with online access to ShotSpotter data, excluding scheduled maintenance windows.

Gunshot Detection & Location Performance

The ShotSpotter System will detect and accurately locate to within 25 meters of the actual gunshot location 90% of unsuppressed, outdoor gunshots fired inside the contracted coverage area using standard, commercially available rounds greater than .25 caliber.

Reviewed Alerts Service

SoundThinking’s real-time Incident Review Center (IRC) will review at least 90% of all gunfire incidents within 60 seconds. This human review is intended to confirm or change the machine classification of the incident type, and, depending on the reviewer’s confidence level that the incident is or may be gunfire, will result in an alert (“Reviewed Alert”) sent to the Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App), based on the following criteria:

Incident Type	Action
High confidence incident is gunfire	Reviewed Gunfire Alert, (Single Gunshot “SG” or Multiple Gunshots “MG”) sent to Customer’s dispatch center, patrol car mobile data terminals (MDT), and officer smartphones (via the ShotSpotter App)
Uncertain if incident is gunfire or not	Reviewed Probable Gunfire (“PG”) Alert sent to Customer’s dispatch center, patrol car MDTs, and officer smartphones
Low confidence incident is gunfire	No alert will be sent; incident available for Customer review in the incident history available through Insight

¹ See attached “ShotSpotter – Definition of Key Terms” for a complete definition of terms associated with this SLA and further details in the expanded definitions listed below the Summary. The basis for this SLA and performance measurement will be total gunshot incidents as defined by the Definition of Key Terms.

Reviewed Alerts are sent to the Customer's dispatch center, patrol car MDTs, and officer smartphones. Information in a Reviewed Alert will include the following:

- "Dot on the map" with latitude and longitude indicating the location of the incident.
- Parcel address closest to location of the incident.
- When available, additional situational awareness data points may be included, such as:
 - Qualitative data on the type/severity of incident: Fully automatic, High Capacity
 - Other comments (if any)

The ShotSpotter App, and Insight provide the Customer with full and immediate access to incident history including information SoundThinking uses in its internal review process. This information includes, among other things, the initial incident classification and any reclassifications of an incident, incident audio wave forms, and incident audio files. This data access is available as long as the Customer is under active subscription.

Service Availability

The ShotSpotter System² will be able to detect gunfire and available to users with online access to ShotSpotter data 99.9% of the time, on a 24x7 by 365 day per year basis, excluding: a) scheduled maintenance periods which will be announced to Customer in advance; b) select holidays; and c) third party network outages beyond SoundThinking's control.

Customer SLA Credits

Each Service Level measurement shall be determined quarterly, the results of which will be reviewed during the periodic account review meetings with Customer. For each calendar quarter that SoundThinking does not meet at least two of the three above standards, a fee reduction representing one free week of service (for the affected Coverage Area) for each missed quarter shall be included during a future Customer renewal.

Service Level Exclusions and Modifications

SoundThinking takes commercially reasonable efforts to maintain Service Levels at all times. However, Service Level performance during New Year's Eve and Independence Day and the 48-hour periods before and after these holidays, are specifically excluded from Service Level standards. During these excluded periods, because of the large amount of fireworks activity, SoundThinking uses fireworks suppression techniques³.

The SoundThinking sensors send incident information to the SoundThinking cloud via third party cellular, wireless or wired networks. SoundThinking is not responsible for outages on the third-party networks.

² ShotSpotter Subscription Service includes all database, applications, and communications services hosted by SoundThinking, Inc. at our data center and specifically exclude Customer's internal network or systems or 3rd party communications networks, e.g. Verizon, AT&T, Sprint/T-Mobile, or Customer's Internet Service Provider.

³ SoundThinking will put the ShotSpotter System into "fireworks suppression mode" during this period in order to reduce the non-gunfire incidents required for human classification. SoundThinking will formally inform the Customer prior to the System being placed in fireworks suppression mode and when the mode is disabled. While in fireworks suppression mode, the incident alerts determined to be fireworks are not sent to the reviewer nor the Customer dispatch center, patrol car MDTs, and officer smartphones; however, these non-gunfire incidents will continue to be stored in the database for use if required at a later time.

Service Failure Notification

Should SoundThinking identify any condition (disruption, degradation or failure of network, cloud, servers, sensors etc.) that impacts SoundThinking’s ability to meet the Gunshot Detection & Location standard (above), SoundThinking will proactively notify the Customer with: a) a brief explanation of the condition; b) how the Customer’s service is affected; and c) the approximate timeframe for resolution. SoundThinking will also notify the Customer once any such condition is resolved.

Customer Responsibilities

The purpose of the Reviewed Alert service is to provide incident data to the Customer, reviewed, analyzed and classified in the manner described above. However, it is the sole responsibility of the Customer to interpret the data provided, and to determine any appropriate follow-up reaction or response, including whether or not to dispatch emergency responder resources based on a Reviewed Alert. SoundThinking does not assume any obligation, duty or responsibility for reaction, response, or dispatch decisions, which are solely and exclusively the responsibility of Customer, or for the consequences or outcomes of any decisions made or not made by the Customer in reliance, in whole or in part, on any services provided by SoundThinking.

Customer must inform SoundThinking when Verified Incidents of gunfire are missed by the ShotSpotter System in order to properly calculate Performance Rate, as defined below.

Customer is responsible for providing any required workstations, mobile devices and internet access for the Customer’s dispatch center, patrol car MDTs, and officer smartphones, or Insight.

Support Level Matrix

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	<p>Normal Support:</p> <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Integration issues <p>Critical Support:</p> <ul style="list-style-type: none"> • System outage
Hours of Operation	24x7x365	<p>Normal Support: 5 am – 11 pm Pacific Time Zone</p> <p>Escalation: 24x7x365</p>

ShotSpotter – Definition of Key Terms

The ShotSpotter System will provide data for correct detection and accurate location for ninety percent (90%) of detectable (outdoor, unsuppressed) community gunfire which occurs within a coverage area, the “Coverage Area”, provided the measurement is Statistically Significant, as defined below. This performance rate shall be calculated as a percentage as follows:

$$\text{Performance Rate} = \frac{\text{NumberAccuratelyLocated}}{(\text{NumberAccuratelyLocated} + \text{NumberNotDetected} + \text{NumberMislocated})}$$

where the “Performance Rate” is a number expressed as a percentage, “NumberAccuratelyLocated” is the number of “Gunfire Incidents” occurring within the Coverage Area during the specified period for which the ShotSpotter System produced an Accurate Location, *NumberMislocated* is the number of Verified Incidents (a “Verified Incident” is an incident where Customer has physical or other credible evidence that gunfire took place) for which the ShotSpotter System produced an inaccurate location (i.e., a Mislocated Incident), and *NumberNotDetected* is the number of Verified Incidents for which the ShotSpotter System failed to report a location at all (i.e., Missed Incidents).

An “Accurate Location” shall mean an incident located by the ShotSpotter System to a latitude/longitude coordinate that lies within a 25-meter radius of the confirmed shooter’s location (25 meters = approximately 82 feet). “Detectable Gunfire” incidents are unsuppressed discharges of ballistic firearms which occur fully outdoors in free space (i.e. not in doorways, vestibules, windows, vehicles, etc.) using standard commercially available rounds of caliber greater than .25.

ShotSpotter Review Period is measured as the period commencing when the Incident Review Center (IRC) receives the alert and the first audio download to the time it is published to the customer.

ShotSpotter System performance is guaranteed after a “Statistically Significant” set of incidents has been detected in accordance with timeframes set forth herein, and commercial system acceptance, if applicable. The ShotSpotter System is designed to detect gunfire which is typically well distributed throughout the Coverage Area; however, performance should not be construed to mean that 90% of gunfire fired at any given location within the Coverage Area will be detected and located within the guaranteed accuracy.

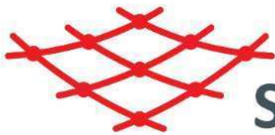
The ShotSpotter System is not a “point protection” system and is therefore not designed to consistently detect gunfire at every single location within the Coverage Area, but rather to Accurately Locate 90% of the Detectable Incidents in aggregate throughout the entire Coverage Area. There may be certain locations within the Coverage Area where obstacles and ambient noise impede and/or overshadow the propagation of acoustic energy such that locating the origin at those positions is inconsistent or impossible. The Performance Rate calculation is thus specifically tied to the Community Gunfire across the entire Coverage Area.

Statistically Significant shall be defined as measurements and calculations which shall be performed as follows: (a) Across an entire Coverage Area; (b) Aggregating over a period of at least 30 days under weather conditions seasonally normal for the area; and (c) Provided that the total number of gunfire incidents being counted is equal to or greater than: (i) thirty (30) incidents for systems of up to three (3) square miles of Coverage Area, or (ii) ten (10) incidents multiplied by the number of square miles of Coverage Area for systems where one or more Coverage Areas are three (3) square miles or larger.

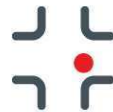
EXHIBIT A – SOUNDTHINKING PROPOSAL

SoundThinking Proposal No.: SANTAFENM012826

(Attached on Following Pages)



SafetySmart™
PLATFORM



ShotSpotter®

**Price Proposal for Subscription-Based
Gunshot Detection, Location, and Forensic Analysis Service
for the Sante Fe Police Department, New Mexico
Sourcewell Participating Entity Account Number: 97348
January 28, 2026
Proposal ID: SANTAFENM012826**

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SOUNDTHINKING™, INC.

for greater public safety™

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Executive Summary

Introduction

SoundThinking™ is pleased to present this proposal in response to the Santa Fe Police Department's request for a gunshot detection solution. We appreciate the time the Department has spent helping us understand your issues and goals. Based on our discussions, we understand that the Department seeks to address the following challenges:

- Inconsistent reporting of gun violence to the police, making it difficult for the Department to respond timely and expedite aid to victims
- Lack of tangible gun violence data to support efforts to increase staffing
- Difficulty finding evidence to support CGIC efforts

Law enforcement agencies come to SoundThinking when they need a solution to quickly and precisely detect gunfire, swiftly find gunshot victims, and support the communities most affected by gun violence. A component of our SafetySmart™ Platform, the proposed ShotSpotter® solution is designed to identify, locate, and track active gunfire, and will support the Department's efforts to more effectively respond to and investigate gunfire incidents.

The proposed ShotSpotter deployment can help the Department:

- Enable the Department to efficiently deploy resources and increase situational awareness
- Effectively identify, analyze, and respond to gun crime
- Increase casings collection programs (which in conjunction with NIBIN/IBIS, provide valuable investigative leads)
- Support and deploy community engagement efforts surrounding violence prevention and intervention
- Foster Safe School Initiatives by working with Santa Fe schools to identify vulnerable students who are subjected to persistent violence in their immediate neighborhood, and by assisting their families to obtain necessary trauma-informed resources
- Improve SFPD's outreach efforts and collaborate with SoundThinking Community Engagement Directors on best practices and additional programs which have been proven to reduce violence in other cities

The proposed ShotSpotter deployment aligns with and supports the Department's goals by:

- Supporting New Mexicans to Prevent Gun Violence (NMPGV) and providing the ability to track shootings by date, time, and location. This data can bolster NMPGV's outreach efforts to schools and other organizations, to be able to better identify vulnerable community members and victims in need of resources
- Improving Santa Fe's NIBIN program with improved evidence collection due to ShotSpotter's ability to locate where a shooting occurred. ShotSpotter's location accuracy can also increase case clearance rate, and often assist officers in uncovering illegal gun manufacturing operations through ShotSpotter notifications resulting from these guns being test-fired

Data-Driven Results

ShotSpotter has become an indispensable crime-fighting tool for many agencies. In light of the community dynamics that fuel gun violence and the well-documented challenges of relying solely on 9-1-1 calls for assistance, SoundThinking's ShotSpotter technology is critical in providing support to the community and addressing the following issues:

- **Under-reporting of persistent gunfire:** Nationwide, on average, less than 20% of gunfire incidents are reported to 9-1-1. Why don't residents call? The answer is complex, but typically involves the following concerns:
 - Recognition: "Was that gunfire, fireworks, or something else?"
 - Retaliation: "If they find out I called, will they come after me?"
 - Resignation: "No one came the last time I called..."

Without ShotSpotter, most law enforcement agencies are working with an 80% to 90% deficiency in their gun violence-related intelligence.

- **Late and inaccurate information:** When a citizen reports a gunfire incident, the 9-1-1 call typically comes several minutes after the event occurred, and based on analysis, the location provided is usually mislocated by 750 feet (on average). As a result, valuable time and resources are wasted trying to locate the incident, diminishing the opportunity to identify suspects and witnesses, recover evidence, and most importantly, render life-saving aid to victims.

The ability to receive near real-time gunfire intelligence data provides law enforcement agencies with a critical advantage in their efforts to address and prevent gun violence and improve officer safety. Specific results include:

- Officers can more quickly and accurately go directly to the scene of the shooting
- Situational awareness is vastly improved over what is available when relying solely on the 9-1-1 system
- Law enforcement has a better chance of arriving before the shooter has left the scene
- Officers are more likely to find evidence in the form of shell casings (which, in conjunction with NIBIN/IBIS, provide valuable investigative leads) and/or other ground truth that can aid in the investigation
- Officers are more likely to find witnesses who may have information that can aid in the investigation
- Community engagement is heightened, which often translates into more information from the community (e.g., tip lines, field interviews, etc.)
- Enhanced targeted enforcement (precision policing)
- More court-admissible and scientifically sound forensic evidence is available to strengthen prosecutions of the worst offenders

ShotSpotter Saves Lives

Independent research shows that more than 80 percent of gunfire incidents are never reported to 9-1-1, leaving many shooting victims undiscovered and delaying lifesaving medical care. ShotSpotter directly addresses this gap by automatically detecting and precisely locating gunfire incidents in real time, independent of citizen reporting. An independent audit of ShotSpotter's performance confirms that the system delivers gunfire alerts with approximately 97 percent accuracy and publishes verified alerts to law enforcement in under 60 seconds. This combination of speed and reliability enables officers and emergency medical services to:

- **Reach victims faster:** ShotSpotter quickly directs responders to shooting locations that might otherwise go unreported, reducing the time it takes to find injured victims during the critical minutes when uncontrolled bleeding can quickly become fatal
- **Begin lifesaving interventions sooner:** Faster arrival allows officers and EMS to initiate hemorrhage control and rapid transport earlier, minimizing tissue damage and preventing injuries from progressing to irreversible trauma
- **Improve the likelihood of survival:** By shortening the time between injury and definitive medical care, early detection and response significantly increase a victim's chances of surviving gunshot wounds and reduce the risk of long-term complications

By ensuring that shootings are detected, located, and acted upon quickly—even when no one calls for help—ShotSpotter materially improves emergency response outcomes, supports effective evidence collection, and reinforces community trust through visible, proactive public safety action.

ShotSpotter also provides invaluable data that can be analyzed to move law enforcement agencies from a reactive to a proactive position. Our gunshot detection solutions have historically helped law enforcement agencies:

- Effectively identify, analyze, and respond to gun crime
- Increase casings collection programs (which in conjunction with NIBIN/IBIS, provide valuable investigative leads)
- Build an extensive casings database to maximize data value:
 - Data can be analyzed in conjunction with ShotSpotter data to identify “hot addresses”
 - Results inform deployment of resources and targeted investigations
- Faster turnaround time for results with NIBIN program can lead to more cases being solved more quickly

ShotSpotter forensic evidence can be a powerful demonstrative tool for a prosecutor at trial. The audio of the gunfire played for the jury during trial and the precise timing and location of the gunfire plotted onto a Google Earth map can be compelling and tangible evidence against a defendant. ShotSpotter forensic evidence has been testified to by our expert witnesses in over 300 prosecutions in criminal courts throughout the United States.

Our goal is not to simply deliver technology, but rather to become a valuable partner. To that end, the SoundThinking Customer Success Team comprises former law enforcement executives who have first-hand experience in successfully deploying and using ShotSpotter. Our mission is your success: our Customer Success Team will work closely with the Department from the earliest stages of your deployment through the life of the subscription to ensure the Department has full access to our best practices and training components that drive successful outcomes.

Supporting Citizens in Santa Fe with Trauma Response and Community Engagement

Exposure to gunfire impacts people in many ways, including increased risks of physical pain, psychiatric disorders, and substance abuse. For these reasons, many cities are developing a public health approach to violence prevention. Precision data about where and when gun violence occurs can provide prompt interventions to people in need of services and support. With timely and accurate gunfire location data, community violence intervention groups and mental health professionals can more quickly aid youth and families in crisis to more effectively prevent future violence and other negative outcomes.

Community Partnerships: SoundThinking's Trauma Response and Community Engagement component focuses on strategies that assist law enforcement agencies identifying community-based violence prevention strategies and organizations that work to create safer, more just communities. This component encourages the creation, or strengthening, of relationships with violence prevention offices, schools, city and county public health departments, and other community organizations with which they can share their ShotSpotter gunfire data, analytics, heatmaps, and dashboards. These tools indicate where gunfire (and therefore potential trauma) is occurring so the appropriate community resources can deploy immediate and lasting support and help address the core issues that drive crime.

Proactive Community Engagement: ShotSpotter data can augment community outreach efforts to help the Department work more closely within the community to prevent crime from occurring, as well as enhance response and follow-through when incidents occur. Strategies to build relationships within the community include resource drives, PAL programs, and monthly community meetings.

Refocus on Geographic Policing: ShotSpotter InSight enables designated users to analyze detected shooting incidents, with details of hot spots and specific days/times incidents occur. The results can help agencies determine directed patrols for specific beats and sectors. For more information, see [Directed Patrol versus Hotspot Analysis](#).

We appreciate your consideration of our proposal and are confident that ShotSpotter will help the Department detect gunfire, connect with vulnerable communities, and save lives. SoundThinking is committed to your success and we look forward to partnering with you to make ShotSpotter a key component of your efforts to address gun crime in the City of Santa Fe.

Company History

SoundThinking is a public safety technology company that combines transformative solutions and strategic advisory services for sound decisions, to make neighborhoods safer and improve community confidence. SoundThinking was founded in 1995 (as ShotSpotter, Inc.) and has been providing gunshot detection solutions since its inception. SoundThinking is the world leader in gunshot detection, with over 1,000 square miles operational; more than 14 million incidents reviewed; and 40 issued patents. SoundThinking is a publicly traded corporation (NASDAQ: SSTI) with approximately 315 full-time employees and is headquartered in Fremont, California.

SoundThinking's SafetySmart Platform



The SafetySmart platform brings together specialized software and objective data to help law enforcement and civic leadership better protect their communities by ensuring the right resources are provided when and where they are needed most. As a trusted partner to many law enforcement agencies, SoundThinking has been both a firsthand witness and participant in the evolution of policing as it faces increasing challenges, such as staffing shortages, aging technologies, and exponential growth in data (as well as the need to access, analyze, and share data). In response to these challenges, SoundThinking has developed our SafetySmart platform that provides a range of tools beyond gunshot detection to help law enforcement agencies operate and collaborate more efficiently.

Better Information | Better Decisions | Better Outcomes

 <p>Gunshot Detection</p> <ul style="list-style-type: none"> Real-time alerts for rapid, precise response to save lives Increased evidence recovery and NIBIN leads Enhanced gun violence intervention with Trauma Response & Community Engagement 	 <p>Vehicle and License Plate Recognition</p> <ul style="list-style-type: none"> Real-time alerts for actionable leads Proven accuracy Enhanced insights that connect criminal vehicle associations Video playback to examine nearby crimes 	 <p>Investigative Lead Generation</p> <ul style="list-style-type: none"> Accelerated investigations with largest database of local and regional crime data in single portal Advanced link analysis detects relationships between people, places, and things 	 <p>Digital Case Management</p> <ul style="list-style-type: none"> One-stop digital case folder houses all data and workflows Analytical and collaboration tools accelerate and improve solvability More efficient and effective case handling
 <p>Gun Crime Management</p> <ul style="list-style-type: none"> Centralized collaboration on gun crime activities including ShotSpotter alerts & NIBIN leads Prioritize and track leads and tasks Operational insights on case outcomes for stakeholder feedback 	 <p>Patrol Resource Management</p> <ul style="list-style-type: none"> Data-driven deployment of patrol resources for highest impact Gain actionable insights into officer activity Free analysts for more strategic work 	 <p>Weapons Detection</p> <ul style="list-style-type: none"> AI-driven weapons detection allows high throughput without disruption Unstaffed screening for higher return on investment Passive concealed sensors for better screening experiences 	

The SafetySmart platform brings the power of digital transformation to law enforcement. Together or separately, these data-driven solutions act as a force multiplier and help drive deeper community engagement by delivering better information, enabling better decisions, and driving better outcomes, for more efficient, effective, and equitable policing.

ShotSpotter Service Overview

How ShotSpotter Works

Based on an analysis of known gunfire-related crimes, the SoundThinking team designs and deploys networked sensors within the targeted coverage area. These acoustic arrays detect and locate gunshot activity within the coverage area and report that information to SoundThinking's Incident Review Center (IRC) which is staffed 24/7/365. ShotSpotter uses a two-factor incident review process to minimize false alerts. The first tier is performed by sophisticated AI software, to filter out any incidents that do not meet the minimum threshold for human review as potential gunfire incidents (e.g., helicopter noise, fireworks, etc.). The incidents that meet the minimum threshold for human review are then received at our IRC. The IRC review process is performed by a team of highly trained acoustic experts. In addition to examining the incident audio, SoundThinking's acoustic experts also examine the visual characteristics of the detected pulses and the incident, such as the number of participating sensors, the wave form, pulse alignment, and the direction of sound. The IRC review results in either publishing (Gunshot or Probable Gunshot) or dismissal (Non-Gunshot) of the incident with a high level of precision.

If the reviewer classifies the incident as a gunshot, the reviewer sends an alert, including location information and an audio snippet, to law enforcement agencies via a password-protected application on a mobile phone, in-car laptop, or computer. In addition to the dot-on-the-map and audio, ShotSpotter provides details such as number of shots fired, whether multiple shooters were involved, and whether high-capacity and/or fully automatic weapons were used. SoundThinking designed this entire process (i.e., recording the impulsive sound, two-factor review, and publishing alerts to authorized users) to be completed in less than 60 seconds (but is often completed within 25 to 30 seconds).

ShotSpotter customers receive a contextually rich, detailed gunfire alert that enables a fast, precise, and safer response to gunfire incidents. In addition, ShotSpotter alerts can also trigger other technology platforms such as cameras that can pan and zoom in the direction of an event. SoundThinking has successfully interfaced ShotSpotter with a wide range of third-party applications such as CAD, RMS, License Plate Readers, drones, and other applications.

ShotSpotter helps law enforcement agencies by directing resources to the precise location of more than 90% of gunfire incidents. ShotSpotter rapidly notifies first responders of shootings via dispatch centers, in-vehicle computers, and smart phones. Instant alerts enable first responders to aid victims, collect evidence, and identify witnesses. ShotSpotter's actionable intelligence can then be used to prevent future crimes by positioning law enforcement when and where crime is likely to occur. ShotSpotter gunshot detection and location services are delivered as an easily implemented Software as a Service (SaaS) solution, with no requirement for customer investment in or maintenance of expensive hardware or software. SoundThinking hosts, secures, monitors, and maintains the ShotSpotter infrastructure. Contracts are based on an affordable one-year or multi-year subscription agreement, and the subscription includes unlimited licenses for the proposed SoundThinking applications.

ShotSpotter Application

The ShotSpotter application is used by Call Takers, Dispatchers, and Patrol Officers in the field. Real-time notifications of gunfire incidents are delivered to this app and includes the following data:

- Incident location (dot on the map, per the incident latitude and longitude)
- Type of gunfire (single round, multiple round)
- Unique identification number
- Date and time of the muzzle blast (trigger time)
- Nearest address of the gunfire location ¹
- Number of shots
- District identification
- Beat identification

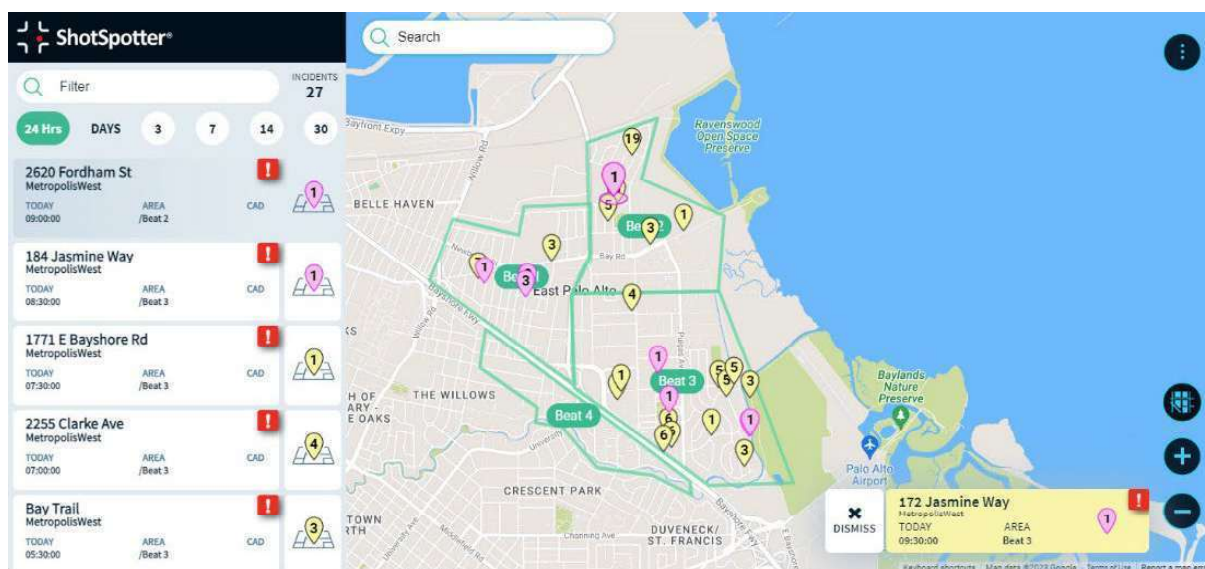


Figure 1. ShotSpotter App in Dispatch View

A SoundThinking analyst may add other contextual information such as the possibility of multiple shooters, high-capacity weapons, full-automatic weapons, and the shooter's location related to a building (front yard, back yard, street, etc.). The report also includes an audit trail of the time the alert was published, acknowledged, and closed at the customer facility. All notes entered by Call Takers and Dispatchers added to the alert are time- and date-stamped with the operator's ID. For Patrol Officers, the alert includes an audio snippet of the incident.

¹ Based on the reverse geo-verification of the incident latitude and longitude, using commercially available GIS sources such as Google or customer-provided GIS data.

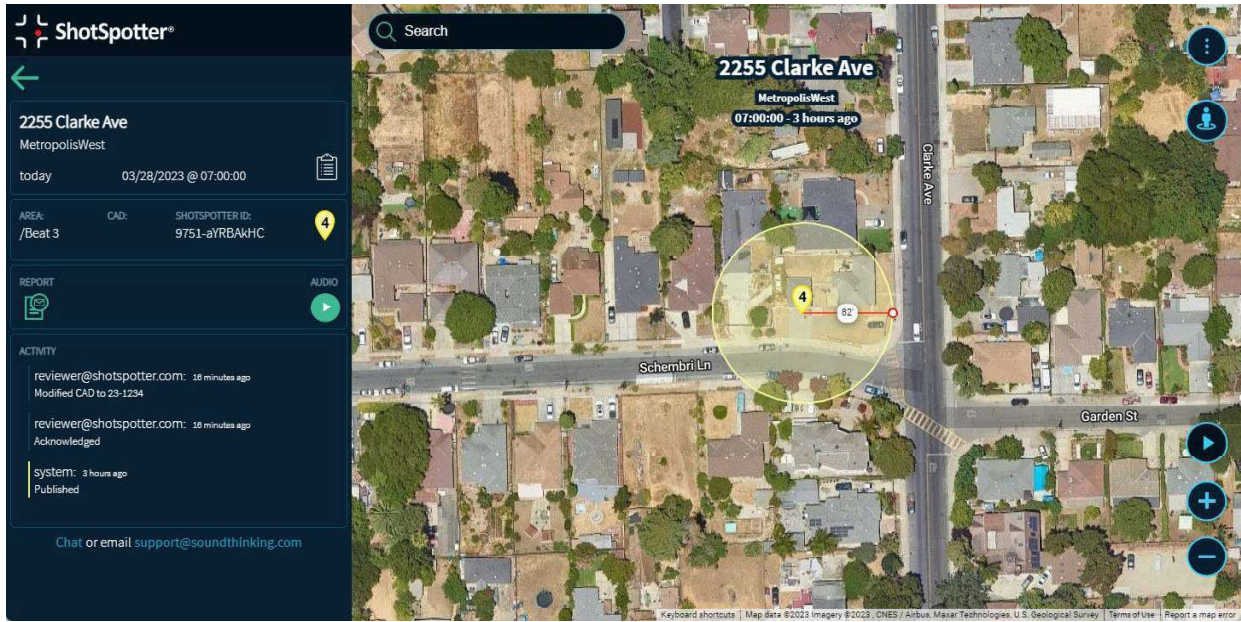


Figure 2. ShotSpotter App in Respond View

InSight™

InSight™ enables customers to explore details about prior gunshot incidents in their ShotSpotter coverage area and use the data for investigation and analysis. Crime analysts, investigators, and command staff can view, filter, sort, report, and transform historical gunshot data into meaningful insights, ultimately informing strategies for reducing gun violence.

InSight enables users to find and identify the incidents using an extensive array of filters for date, time, location, keywords, single vs. multiple gunshots, patrol areas, as well as shapes drawn on the map. The shape filters narrow a search for shooting incidents within a radius of a known address, across several blocks, or look for and monitor activity on both sides of a jurisdictional border. Saved reports retain common filter settings for quick retrieval (e.g., “District 4 Gunfire – Last 28 days”).

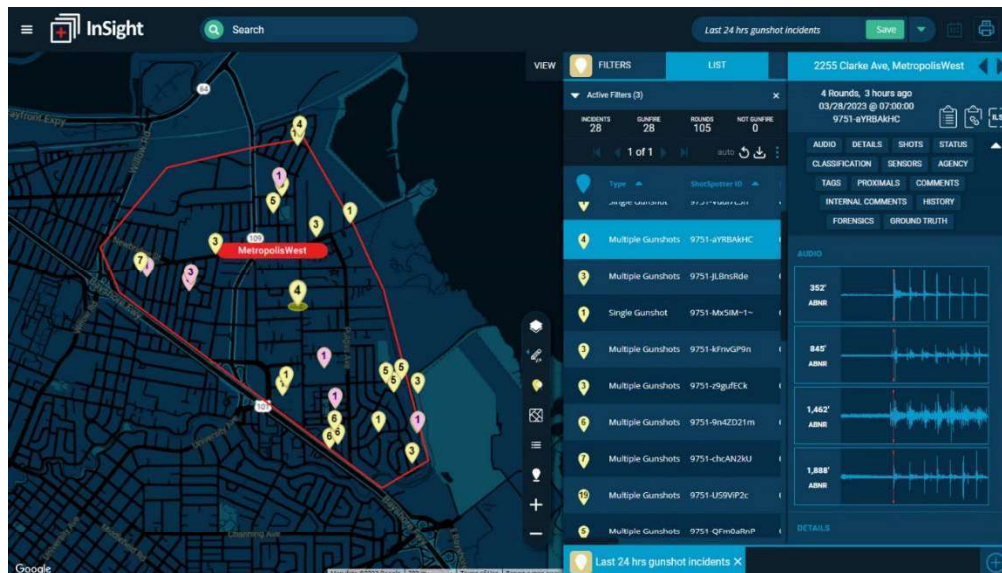


Figure 3. InSight App

InSight shows how a shooting event unfolded by watching a shot-by-shot animation that details the location and sequence of each shot. The software also highlights other nearby incidents that may be potentially related based on its relative distance and time of occurrence.

InSight comes with a set of reports that make it easy to share incident data throughout an agency:

- The Investigative Lead Summary report give details of a shooting incident including audio, location, sequence, and timing of each shot fired. This report is often used to share incident audio and details with colleagues, aid investigators with collecting evidence at the scene of a shooting and conducting better interviews of witnesses, suspects, and victims, or attach to a case file.
- The Multi-Incident report provides a summary of shooting incidents broken out by single, multiple, and probable gunshot incidents as well as any non-gunfire incidents if they were included in the search. The summary is followed by details for each incident including the date, time, location, number of rounds, CAD ID, ShotSpotter ID, and other details.

For customized, ad hoc reporting and analysis, InSight can export incident data to other off-the-shelf products such as Microsoft Excel, Tableau, Google Earth, ArcGIS, and other tools.

ShotCast

ShotCast provides a video summary report of shooting incidents detected by ShotSpotter that can be shared on the internet, social media, broadcast news, and other media outlets. SoundThinking created ShotCast to help Public Information Officers (PIOs) expedite and simplify the process of informing the public of gunfire incidents in their neighborhoods.

ShotCast can improve media coverage of gun violence, and, when incorporated into a broader communication strategy, can help educate the public, increase transparency and awareness about the impact of gun violence, and promote community engagement in public safety.

ShotCast video summaries include the actual gunfire audio and key details of the incident (location, time, and more) presented in a high-quality video format that PIOs can incorporate into various types of news coverage.

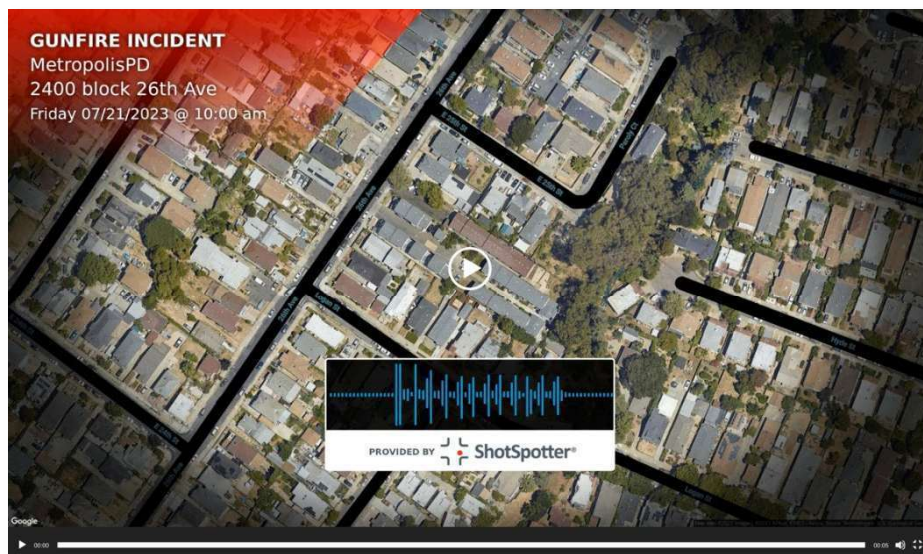


Figure 4. ShotCast Video

Mobile Alerts

The ShotSpotter smartphone application delivers real-time gunfire alert data to smart phones and smart watches, available for use on iPhones and Android platforms. The ShotSpotter app displays the gunfire location as a dot-on-a-map and the data also includes the number of rounds fired and access to the incident audio.



Figure 5. Smartwatch Notification

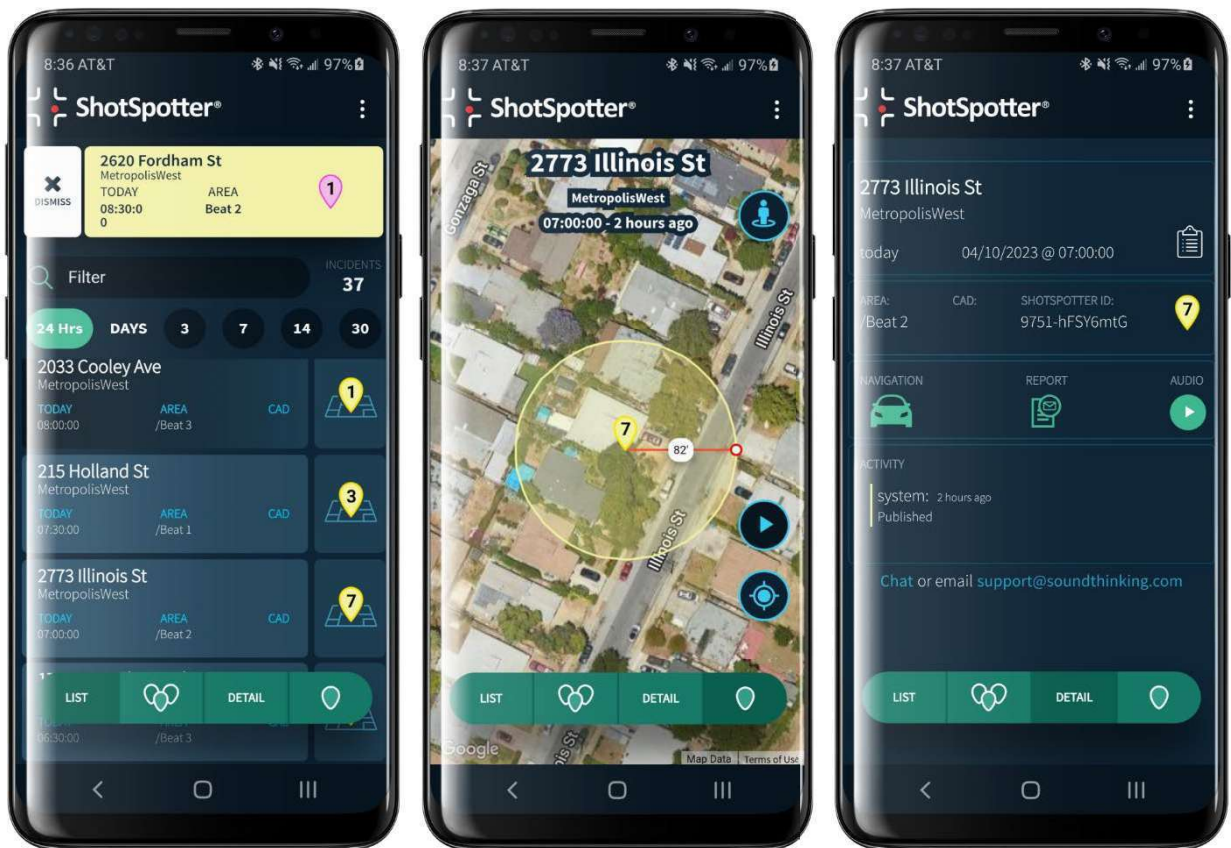


Figure 6. ShotSpotter Smartphone App

Investigative Lead Summary

The ShotSpotter Investigative Lead Summary (ILS) is an on-demand report that provides useful details about the location, timing, and sequence of each shot fired during an incident. The ILS is very valuable on scene, helping law enforcement find shell casings, confirm witness accounts, and identify suspects. ILS reports are available immediately after an incident occurs through a single click of a button within the mobile, web, or desktop ShotSpotter and InSight applications.

The ILS will fulfill the majority of law enforcement agency needs, particularly in situations where a report is not intended for presentation to court (since the ILS report is electronically produced, it is not court admissible).

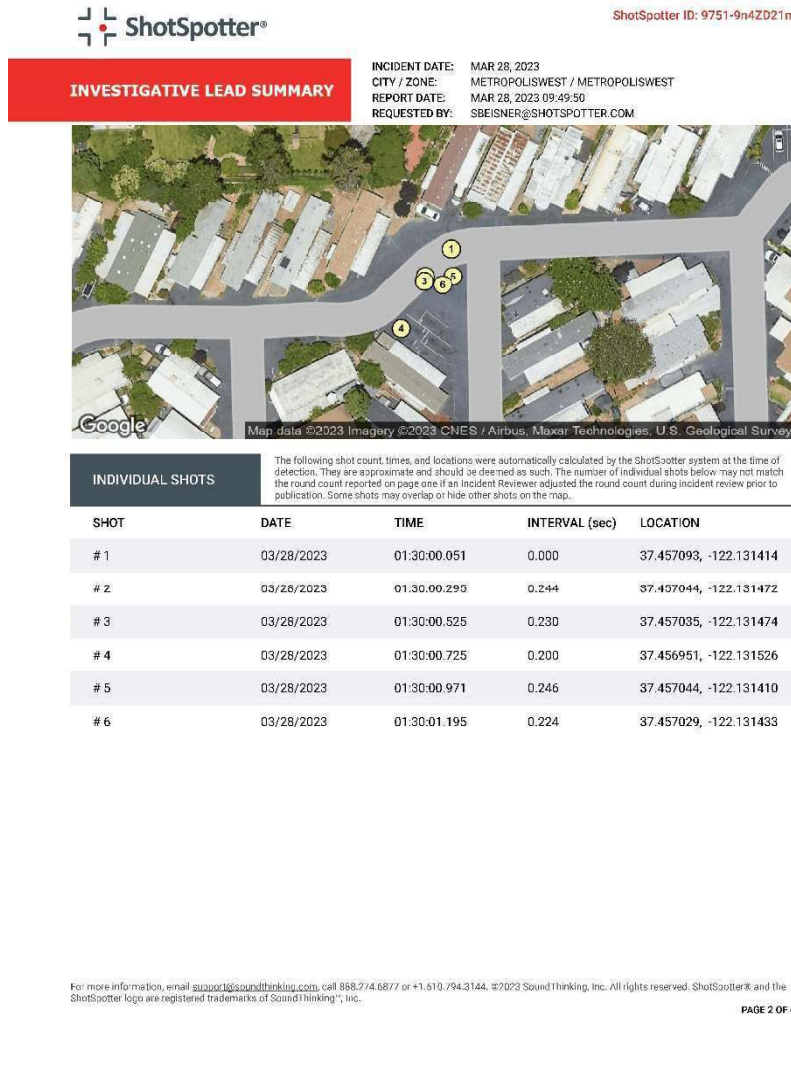


Figure 7. ShotSpotter Investigative Lead Summary (ILS)

SoundThinking data supports detailed forensic analysis of gunfire incidents, including:

- Weapon type (e.g., automatic vs. semi-automatic)
- Number of rounds fired
- Possibility of multiple shooters

Unlike the ILS, which is intended primarily for investigative uses, the DFR is intended for use as evidence in a court and is backed by an expert witness. The DFR is intended to be used by attorneys as part of a court case for the exact, verified timing, sequence, and location of each shot fired. Secondly, DFRs are available for use by law enforcement to obtain search warrants or to investigate Officer Involved Shootings. DFRs are available upon written request, and our goal is to deliver all DFRs within ten business days of the request.

To support prosecutions, audio snippets provide powerful demonstrative evidence to prosecutors and allow jurors to gain a deeper understanding of the victims' experience of the incident. For prosecutors who wish to have a SoundThinking expert witness testify regarding a DFR, to help interpret and clarify crime scene activity derived from ShotSpotter data, or provide other forensic consultation services, these services are available for an hourly fee.

In 25 states and in the District of Columbia, SoundThinking evidence and SoundThinking expert witness testimony have been successfully admitted in over 300 court cases. ShotSpotter forensic evidence has prevailed in 25 Frye and Daubert challenges throughout the United States.

Notifications API

The Notifications API allows client applications to receive accurate, timely details about ShotSpotter gunfire alerts, including precise latitude and longitude (geolocation), GPS-synchronized timestamps, incident audio, and situational context provided by the 24/7/365 Incident Review Center. Typical interfaces include:

- Video Management Systems (VMS)
- Computer-Aided Dispatch (CAD) systems
- Records Management Systems (RMS)
- Automated License Plate Readers (ALPRs)
- Crime analysis and statistics packages (including COMPSTAT software)

Each Notifications API license pack is available for an annual subscription fee that includes:

- Up to three (3) interfaces
- Establishing an instance of the API for the Department on SoundThinking-hosted servers
- Consulting with the Department and third parties to ensure the API operates according to the API specifications
- 24/7 alerts to up to three third-party interfaces
- Supporting the third party and Department as systems are upgraded

Additional API licenses can be purchased in packs of three interfaces.

Onboarding Services

Concurrent with the sensor design and deployment activities, SoundThinking will provide a series of onboarding services to prepare the Department to maximize the value of the ShotSpotter service. These standard onboarding steps will be refined to best serve the Department team and ShotSpotter users. SoundThinking onboarding services are designed to:

- Ensure successful ShotSpotter service activation (go-live)
- Ensure full use of the features and functions available with the ShotSpotter service
- Ensure that the Department's Best Practices are refined, as needed, to respond most effectively to the gun crime intelligence data being delivered for the coverage area
- Track and monitor the efficacy of the ShotSpotter service

SoundThinking has assembled a Customer Success Team of professionals with more than 400 years of combined law enforcement experience. The mission of this team of Consultants, Trainers, and Analysts is to maximize customer success with the ShotSpotter service. This team is available to our customers both pre- and post-production to advise, train, and guide them on the most effective use of the tools and services available with the ShotSpotter solution. The following provides a high-level overview of SoundThinking's standard Customer Onboarding Services, which will be tailored to support the Department.

Getting Started

Prior to contract execution, a SoundThinking Customer Success Director will work with the Department's project team to plan the onboarding process, beginning with an onsite Customer Kick-Off Meeting with all stakeholders. The teams will review the program objectives, lay out the key implementation steps, agree on a targeted activation date (go-live), and establish a protocol for ongoing communication throughout the onboarding process. SoundThinking will schedule biweekly status calls with the Department's Program Manager and other project leaders to maintain regular communication throughout the implementation process.

Best Practices

Early in the Customer Onboarding Process, SoundThinking's Customer Success team, led by the assigned Customer Success Director, will work with the Department's Program Manager and other project leaders to schedule and conduct a series of Best Practices sessions. These sessions will assist the Department in establishing response protocols and procedures to manage the gunshot alerts and gun crime intelligence data that will be provided upon activation of the ShotSpotter service. SoundThinking will customize and conduct these sessions for each of the following groups of users involved in the gun violence reduction program in the targeted coverage area:

- Program Management
- Dispatch/Communications
- Field Operations/Patrol
- Investigations
- Prosecution
- Intelligence & Crime Analysis

User Training

SoundThinking will assign a Customer Success Director to the Department to ensure that we deliver consistent, quality best practices training based on the Department's needs to maximize the value of our service. The Customer Success Director will remain engaged with the Department for the duration of our relationship. In preparation for the planned cutovers, SoundThinking will assign a Trainer to the Department to train each group of users on the SoundThinking applications, including ShotSpotter, Dispatch, Administrative Portal, and InSight. The Trainer will conduct a Training Orientation with the Department's Program Manager to ensure all users are properly trained on the relevant applications. SoundThinking's Trainer will work with the Department to tailor a training program that addresses the unique needs and/or scheduling constraints of the Department users. The training will be performed through a combination of remote instructor-led live training, train-the-trainer, and on-line recorded computer-based training.

This proposal includes training for coverage areas of up to two square miles. If the Department's training requirements exceed those included with the Medium Jurisdiction offering, this training can be provided for an additional fee.

Agency Metrics/KPIs (Key Performance Indicators)

Customer Success team members, led by the assigned Customer Success Director, will work with the Department's Program Manager and Command staff to review, define, and adopt a set of agency metrics, or Key Performance Indicators (KPIs), to establish and monitor the efficacy of the ShotSpotter service and related agency Best Practices. It is important to ensure that the agency and all stakeholders have visibility (and routines in place) to track the program metrics or KPIs needed to monitor the status of the program and to make informed decisions regarding resources, response protocols, and the best practices to drive success.

Onsite Support During Service Activation (Go-Live)

On the day of ShotSpotter service activation to a live production status, the Customer Success Director will be on site to ensure that the transition is smooth, that the established best practices are being implemented as planned, and that user questions are answered quickly. Prior to cutover, SoundThinking's team will facilitate an introduction to the SoundThinking Support organization to review the support process and introduce the designated Technical Support Engineer to the Department. Following service activation, the designated Technical Support Engineer will facilitate a series of Status Calls with the Department to review the performance of the service. The Customer Success Director will continue to work with the Department to review and results being achieved by each group of users involved in the gun violence reduction program.

Ongoing Customer Support

Customers can use the monthly scorecard in the InSight app to communicate details on system performance and our service, including the number of Gunshot Alerts, Misses, Mislocated Incidents, Misclassified Incidents, and other useful metrics. A designated SoundThinking Technical Support Engineer reviews service requests and reported issues monthly and is available to discuss and address any concerns.

SoundThinking standard customer support includes 24/7 assistance with user accounts, software interface, tools, features, incident (re)classification, and review. Tier 1 Support is provided by our Incident Review Center (IRC). IRC staff have extensive experience with SoundThinking applications and provide real-time support of basic issues, and first level of support for information gathering and triage for advanced troubleshooting by Tier 2 Support. The Tier 2 Support Team comprises technically advanced, experienced Customer Support professionals who are responsible for advanced levels of troubleshooting and analysis, IT support, mapping issues, etc.

Support Level	Tier 1 Support (IRC)	Tier 2 Support (Customer Support)
Features	<ul style="list-style-type: none"> • Login support • Report a misclassification • Report a missed incident • Report a mislocated incident • Basic audio request • General/application questions • Request for ILS 	Normal Support: <ul style="list-style-type: none"> • Analysis of missed gunshots • Detailed audio search • Performance analysis • Interface issues Critical Support: <ul style="list-style-type: none"> • System outage
Hours of Operation	24/7/365	Normal Support: 5:00 am – 11:00 pm Pacific Time Zone Escalation: 24/7/365

Crime Analyst Training

SoundThinking Crime Analysts train the Department's analyst team to perform ongoing gunshot activity analysis. They also conduct best practice workshops to ensure your analysts can capture required data needed to perform analysis needed to inform resource and strategic planning. SoundThinking Crime Analysts work with the Customer Success Director and Department analysts to prepare the annual ShotSpotter Value Report. This report illustrates the impact your program is having by providing a comparison of calls for service vs. ShotSpotter alerts, as well as hotspot and time/day analysis.

Monthly Check-ins

The Department's Customer Success Director monitors adoption to ensure your agency is using ShotSpotter as expected. The Department's Program Managers are encouraged to reach out to the Customer Success Director with any questions regarding best practices or process integration.

Annual Account Reviews

Once a year, the Customer Success Director works with the Department's command staff and program managers to plan for and lead an annual account review. Together, we will conduct a comprehensive retrospective by discussing the Value Report, ShotSpotter application usage,

best practice adoption, system performance, and goal alignment. We conclude by understanding the Department's 12-month agency priorities and goals so we can update our ongoing plan accordingly.

Customer References

SoundThinking has more than 160 ShotSpotter customers covering over 1,000 square miles. SoundThinking is the leader in the development and deployment of wide area acoustic gunshot detection and location systems. Today, SoundThinking provides gunshot detection and location services to law enforcement agencies across the country. Among these are:

- San Francisco, CA
- Pueblo, CO
- Denver, CO
- Albuquerque, NM
- Las Vegas, NV
- Antioch, CA
- Sacramento, CA
- East Palo Alto, CA
- Bakersfield, CA

More information on ShotSpotter's results can be found here:

Albuquerque, NM: 179 Gunshot Victims Found with ShotSpotter

Bakersfield, CA: 50 Arrests and 37 Guns Seized in First Year with ShotSpotter

Denver, CO: 1,848 Shell Casings and 337 Arrests

ShotSpotter alert speeds response time to ensure proper medical aid for victims

Proposed Coverage Areas

ShotSpotter is deployed to provide coverage for one or more specified areas, each bounded by a specific coverage area perimeter. SoundThinking has designed the coverage areas based upon analysis of historical crime data. The areas delineated by a blue boundary in the image below are rough estimates of the proposed coverage areas based on analysis of the Department-provided crime data as described below; please note, the final coverage area may vary. SoundThinking will collaborate with Department stakeholders to determine the final coverage boundaries and any resulting adjustments to the proposal to address the Department’s needs and priorities.

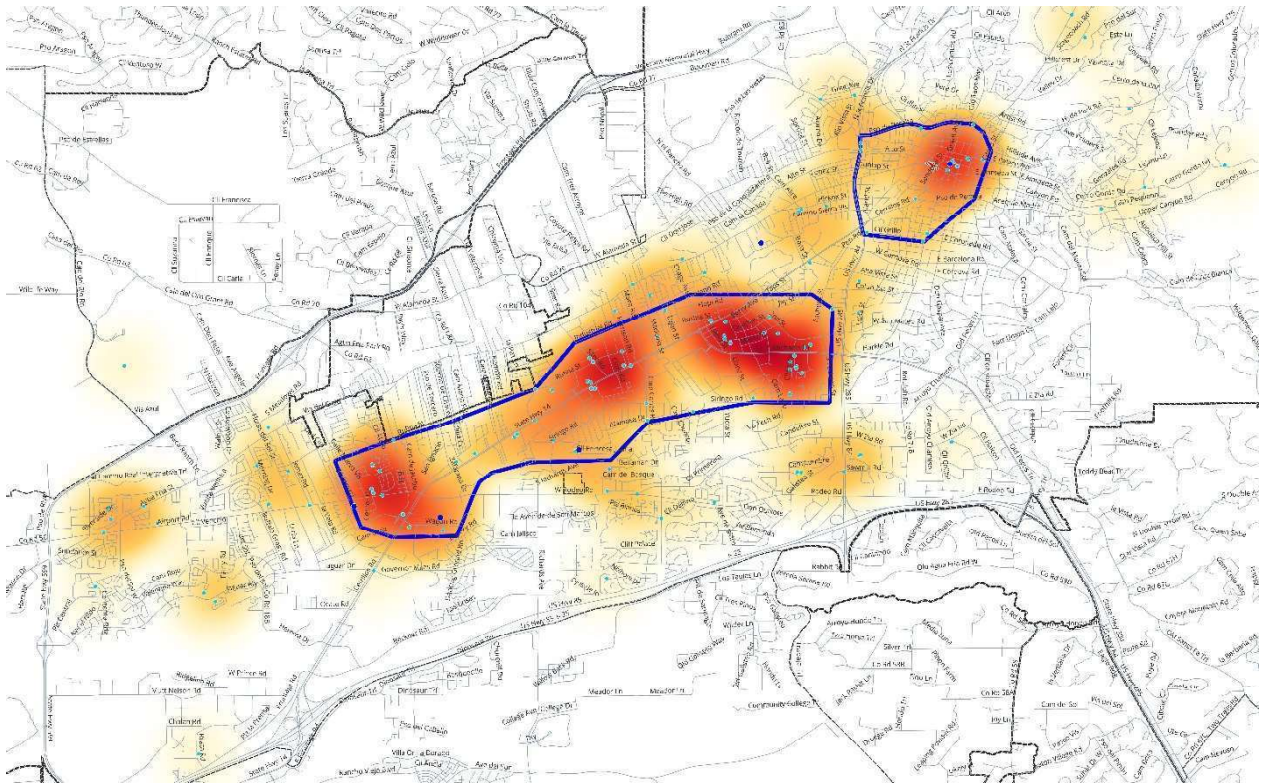


Figure 9. Proposed ShotSpotter Coverage Areas = 5.0 square miles

Using the data provided by the Department for June 21, 2023 through January 4, 2026, the map above depicts the preliminary coverage boundaries. The map above depicts the preliminary coverage boundaries. The heat map in Figure 9: Proposed ShotSpotter Coverage Areas depicts the following within the 5.0 square mile coverage areas (outlined in blue):

Icon	Crime Type Definition	Quantity	Percentage of Totals
	Homicide	1	100%
	Assault with Shots Fired	4	80%
	All other Shots Fired	79	62.7%
Heat Map	All Shots Fired Events	84	63.6%

Pricing

ShotSpotter is deployed to provide coverage for a specified area. SoundThinking offers our Medium Jurisdiction pricing to smaller communities. This pricing includes a one-time Service Initiation and Onboarding fee, as well as a reduced subscription fee for coverage areas of up to two square miles. Additional coverage beyond that is offered at the SoundThinking's standard rates and additional training can be provided for an additional fee, if required.

5.0 mi² Total Coverage: One-Year Term

Description	Total
2.0 mi ² ShotSpotter Annual Subscription Fee: Medium Jurisdiction ¹	\$119,000
3.0 mi ² ShotSpotter Annual Subscription Fee: Standard ¹	\$225,000
1.0 mi ² ShotSpotter Annual Subscription Fee: Waiver on 5 th square mile ²	(\$16,790)
Notifications API Annual Subscription Fee	\$9,500
Notifications API Annual Subscription Fee Waiver	(\$9,500)
Annual Fee Subtotal	\$327,210
2.0 mi ² One-Time Service Initiation and Onboarding Fee: Medium Jurisdiction	Included
3.0 mi ² One-Time Service Initiation Fee: Standard	\$30,000
3.0 mi ² One-Time Service Initiation Fee: Standard Waiver	(\$30,000)
One-Time Fee Subtotal	\$0
Subtotal	\$327,210
Tax (8.1875%)	\$26,790
Grand Total	\$354,000

¹The ShotSpotter current annual subscription fee for cities the size of Santa Fe is \$59,500 per square mile. Please note, this rate is available for coverage areas up to a total of two (2) square miles. Any coverage beyond two (2) square miles will be at SoundThinking's standard annual subscription rate of \$75,000 per square mile, plus a one-time Service Initiation Fee of \$10,000 per square mile.

²The 5th square mile pricing at \$58,210 is only valid through this 12-month contract. Upon renewal, the fee will revert to the standard annual subscription rate of \$75,000

Forensic Consultation Services

Forensic Consultation Service Fee (Expert Witness Services) \$350/hour

Expert Witness Testimony Services are available upon request and billed separately at the above rate.

Payment Terms

Payment for the subscription shall be as follows:

One-Year Payment Terms

- | | |
|---|-----------|
| • 50% of fees due upon execution of agreement | \$177,000 |
| • 50% of fees due upon ShotSpotter service activation (live) status | \$177,000 |

General Pricing Assumptions

This pricing is based on the following assumptions:

- Services will be delivered under the terms of the SoundThinking Master Services Agreement and its Exhibits and Addenda, to which this Proposal will be attached as Exhibit A.
- This pricing does not include any state or local taxes; if taxes are applicable, we will be happy to provide an amended quote upon request.
- This proposal and all pricing contained herein remains valid for ninety (90) days from the date of this proposal.

ShotSpotter Pricing Assumptions

- The Notifications API License is a recurring annual subscription fee which includes up to three interfaces. Fee does not include costs required from other vendors to implement or support the planned interfaces.
- The Department will provision network access to meet SoundThinking minimum specifications and requirements for all computers (PCs and MDCs) that will access the ShotSpotter service.



MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: SoundThinking, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SoundThinking, Inc., 39300 Civic Center Drive, Suite 300, Fremont, CA 94538 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:
- a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
- i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
 - ii) Mapping (vertical location, indoor, outdoor);
 - iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
 - iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
 - v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
 - vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.
- b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
- i) Pre-incident planning software, such as:
 - (1) Fire prevention related inspections and enforcement;
 - (2) Operational management (scheduling, training, compliance, etc.); and
 - (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
 - ii) Incident/post-incident software, such as:
 - (1) CAD, RMS for law enforcement, fire, and EMS;
 - (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
 - (3) Digital and physical evidence management;
 - (4) E-citation systems; and
 - (5) Law enforcement case management
- c) Category 3. Comprehensive Solutions

RICO, TARA R.

From: CANDELARIA, ERIC D.
Sent: Monday, January 12, 2026 1:42 PM
To: RICO, TARA R.
Cc: MONTOYA, JIMMIE E.
Subject: Re: Gun Detection Service We Based Subscription

Hello Tara,

Apologies for the delay. This request is approved.

Thank you,

Eric Candelaria

Director, Information Technology & Telecommunications
Mouton Hall, Midtown
Cell – 505.470.5963
edcandelaria@santafenm.gov



From: RICO, TARA R. <trrico@santafenm.gov>
Date: Wednesday, January 7, 2026 at 10:45 AM
To: CANDELARIA, ERIC D. <edcandelaria@santafenm.gov>
Cc: MONTOYA, JIMMIE E. <jemontoya@santafenm.gov>
Subject: Gun Detection Service We Based Subscription

Good morning Eric,

Please see attached request we have for ShotSpotter. I am currently working on this packet to take to committees.

I have CCd Captain Montoya who can answer any questions you may have regarding the services.

Thank you



Tara R. King, Project Specialist
Santa Fe Police Department
2515 Camino Entrada
Santa Fe NM 87507
505-955-5004

RICO, TARA R.

From: DUTTON-LEYDA, TRAVIS K.
Sent: Tuesday, January 6, 2026 2:17 PM
To: RICO, TARA R.; Purchasing DET
Subject: RE: Determination- Web based Subscription > \$10k (gun shot detection)

Greetings,

Based on the provided scope of work, it has been classified as General Services. This determination is solely focused on that classification and does not address whether the scope of work or procurement method complies with all relevant legal requirements. I reserve the right to modify this determination should the scope of work differ from what was originally submitted. The procurement must follow the processes and procedures established by the City of Santa Fe, Central Purchasing, the Procurement Manual, and applicable state statutes.

Please note:

- Save this email as a PDF and upload it into the corresponding packet and Munis records.
- Check with WorkQuest dba Horizons of New Mexico (vendor # 8673) (mloehman@horizonsofnewmexico.org) *if* this service appears on their approved list.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
- If your request includes anything that needs to be reviewed and preapproved by another City Department/Division, please send the same SOW to the corresponding email address and include their response in your packet/Munis.
 - Treasury (Point of Sale Systems) – questions: drsena@santafenm.gov; clomero@santafenm.gov. Request signature from: clomero@santafenm.gov
 - IT components (everything IT) – questions: ereview@santafenm.gov. Request signature from: edcandelaria@santafenm.gov; Copy: zxdushdurova@santafenm.gov; lenobes@santafenm.gov; lfworstell@santafenm.gov
 - Vehicles – questions: fleet@santafenm.gov. Request signature from: dmjaramillo@santafenm.gov
 - Grants – questions: grants@santafenm.gov. Request signature from: evlujan@santafenm.gov
 - Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: fmdreview@santafenm.gov. Request signature from: jsburnett@santafenm.gov
 - Emergency Related Purchases – questions oem@santafenm.gov and. Request signature from: klmorgan@santafenm.gov
 - Asset over \$5k – questions: accountspayable@santafenm.gov. Request signature from: jxbolden@santafenm.gov
- Ensure that the current and appropriate templates and forms are used, they can be found on the intranet https://intranet.santafenm.gov/finance_1 and OpenGov

<https://procurement.opengov.com/governments/1784201/projects> and documented procedures/laws/rules are followed.

- > \$20k per year, when processing this procurement, please ensure the procurement number issued by Munis and the procurement name are used in the appropriate documents and the subject of emails.
- If you are processing a procurement where the forecasted amount is => \$60k, per NMSA 1978, Section 13-1-102, the procurement method must be ITB (if you choose not to use a cooperative or an existing contract). If you feel you need to process an RFP, you must get an Authorization and Plan approved before you process.
- < \$20k per year, one quote is acceptable.
- From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you must provide 3 quotes in your req. Must use the Munis Bid Module, OpenGov, or Pavilion.
- **Identify your funding source and notify Purchasing.**
It's essential to determine the funding source early, as it impacts the required documentation and contract language. For example, if federal funds are being used, specific federal provisions must be included in both the procurement request and the resulting contract. Notifying Purchasing of the funding source upfront ensures compliance and avoids delays.
- Follow the link below to review existing price agreements, contracts, or cooperative agreements that might be applicable to this request. You might be able to use an existing price agreement/contract to save time and money.
- [Pavilion: Free Cooperative Contract Search for Governments](#) (please work with Purchasing if you think you found an existing or cooperative contract that might work)
- Submit via [Submit Purchase Requests](#) or the appropriate email address:
- Determination requests to purchasing_det@santafenm.gov
- All other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

 [Book time to meet with me](#)

Regards,
Travis Dutton-Leyda, City of Santa Fe Chief Procurement Officer
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov

Vendor Registration Sites and Current Procurement Opportunities:

[Current for Finances Only] <https://santafenm.munisservice.com/vss/>

[We Are Live With OpenGov] <https://procurement.opengov.com/portal/santafenm>

[Current] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



CITY OF SANTA FE
FINANCE

“A journey of a thousand miles begins with a single step” ~ Lao Tzu

From: RICO, TARA R. <trrico@santafenm.gov>
Sent: Tuesday, January 6, 2026 1:46 PM
To: Purchasing DET <purchasing_det@santafenm.gov>
Subject: Determination- Web based Subscription > \$10k (gun shot detection)

Hello,

Please provide a determination for Gun Shot Detection web-based subscription > \$10k

Thank you



*Tara R. King, Project Specialist
Santa Fe Police Department
2515 Camino Entrada
Santa Fe NM 87507
505-955-5004*



Services Offered to the City of Santa Fe (FY26)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>



The Purchasing Memo

Date: June 24, 2025

To: Governing Body, Finance Committee, and Quality of Life Committee

From: Sandra Emory, Youth and Family Services Program Manager *Sandra Emory*

Via: Henri Hammond-Paul, Community Health and Safety Department Director *HH-P*

Sierra Vigil-Trujillo, Youth and Family Services Project Administrator *SVT*
Sierra Trujillo (Jun 25, 2025 09:17 MDT)

Subject: DOH Community Violence Grant Amendment

ITEM AND ISSUE:

Request for Approval of Amendment No. 1 to Item # 25-0176 Intergovernmental Agreement No. 25-665-2011-00001-00 with the State of New Mexico Department of Health to Increase the Total Amount to \$1,278,387.10 for a Coordinated Community Response to Community Violence to Include but not Limited to Youth Violence and Gun Violence. (Sandra Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of an Additional \$460,000 into FY26 Revenue and Expenses for a Coordinated Community Response to Community Violence.

BACKGROUND AND SUMMARY:

The City of Santa Fe Youth and Family Services Division in collaboration with Santa Fe County Community Services Department and the Santa Fe Police Department applied for and received a grant from the State of New Mexico’s Department of Health for \$818,387.10 as part of our coordinated response to community and youth violence. All reimbursement requests must be made by June 30, 2026.

In May 2025 the Division was awarded an additional \$460,000 in funding to support programming.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Juvenile Justice Fund/223

Munis Org Name/Number: Juvenile Justice/2230123

Munis Object Name/Number: Grants and Services/510400, Other Consulting/510340

Budget Officer / Designee: Andy Hopkins Date: 06/27/2025

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: YFD2522302

Approval:  Title: Grants Manager Date: 06/30/2025

Comment/Exceptions: _____

ATTACHMENTS:

Grant agreement

Budget Amendment Resolution (BAR)

Previous packet

**NEW MEXICO DEPARTMENT OF HEALTH
INTERGOVERNMENTAL GRANT AGREEMENT
AMENDMENT No. ONE**

THIS AGREEMENT is made and entered into by and between the **NEW MEXICO DEPARTMENT OF HEALTH**, hereinafter referred to as the **DEPARTMENT**, acting through its Cabinet Secretary, and the **CITY OF SANTA FE**, herein called the **CONTRACTOR**, acting through its duly appointed Governor(s).

THE PURPOSE OF THIS AMENDMENT IS TO:

1. Amend Article I. Term of Agreement to reflect an extension of the Term date from June 30 30, 2025 to a new Term Date of **June 30, 2026**.
2. Amend Article III. Limitation of Cost to reflect an increase in the amount of \$460,000.00 and and new contract total of \$1,278,437.10
3. Amend Attachment 2 Budget to reflect increase and updated language throughout.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

Article I. Term of Agreement, is hereby amended to read as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate **June 30, 2026**, Unless terminated pursuant to Article VI (Term of Agreement), or Article XIX (Appropriation).

Article III Limitation of Cost is hereby amended to read as follows:

ARTICLE III. Limitation of Cost

The total amount of this monies payable to the Contractor under this Agreement shall not exceed **\$1,278,437.10**. The annual budget is attached hereto as "**Attachment 2 – Budget**" and incorporated herein by reference.

Attachment 2 - Budget is hereby amended to read as follows:

Attachment 2 – Budget

The total amount of this agreement shall not exceed \$1,278,437.10.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Task Description	Deliverable	Budget	Payment Terms and/or Due Dates
<p>I. Project Administration Contract</p>	<p>Quarterly report of completed contractual project administration.</p>	<p>Not to exceed \$120,000.00</p>	<p>I. Invoice @ \$30,000.00 per quarter. Not to exceed quantity of 4.</p> <p>Quarter 1 (July, August and September)</p> <p>Due no later than 10/10/25</p> <p>Quarter 2 (October, November and December)</p> <p>Due no later than 1/10/26</p> <p>Quarter 3 (January, February and March)</p> <p>Due no later than 4/10/26</p> <p>Quarter 4</p>

			(April, May and June) Due no later than 7/10/26
II. Increase gun violence detection and response infrastructure and technology through receipt of technical assistance for implementation of purchased gunshot detection technology.	Proof of purchase and any technical assistance received.	Not to exceed \$354,000.00	II. Invoice @ \$354,000.00 upon receipt of purchase. Due no later than 7/10/25
III. Community-based service provider(s)	Narrative report detailing partnerships implemented with community-based service provider(s).	Not to exceed \$804,437.10	III. Invoice @ \$402,218.55 Not to exceed quantity of 2. 1 st report due no later than 1/10/26 Final report due no later than 7/10/26
Total Budget		\$1,281,437.10	

All other articles of this contract remain the same.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, Said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

CONTRACTOR –

Signed by:
Alan Webber
160E64737EC8453...
Authorized Signatory

Date: May 9, 2025 | 2:17 PM MDT

Mayor
Printed Title of Authorized Signatory

Not Applicable
Legal Counsel, Contractor, if applicable

Date: _____

Agency – DEPARTMENT OF HEALTH

Signed by:
Dr. Miranda Durham
CFF48B83395A4E0...
Secretary or Designee, DOH

Date: May 9, 2025 | 3:11 PM MDT

DocuSigned by:
Shawnee Romo
11CA06D403674FF...
Chief Financial Office, DOH

Date: May 9, 2025 | 3:05 PM MDT


Approved as to legal form and sufficiency

DocuSigned by:
Joey Wright
7693383540894D9...
Office of General Counsel, DOH

Date: May 9, 2025 | 2:31 PM MDT

IN WITNESS WHEREOF, the Agency and the Contract have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

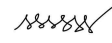

Contractor - CITY OF SANTA FE:


ANDREA PHILLIPS (Jul 30, 2025 16:15:30 MDT)

MARK SCOTT, CITY MANAGER

Date: 07/30/2025

ATTEST:


ANDRÉA SALAZAR, CITY CLERK
GB MTG 08/13/25 

CITY ATTORNEY'S OFFICE:


ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

 07/30/2025
EMILY OSTER, FINANCE DIRECTOR

Agency - Department of Health

Secretary or Designee, DOH Date: _____

Chief Financial Officer, DOH Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, DOH Date: _____

**STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the “Agency,” and **CITY OF SANTA FE**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate **June 30, 2025, unless** terminated pursuant to Article VI (Termination of Agreement), or Article XIX (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XIX (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **\$818,387.10** The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

- A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.
- B. Notice; Agency Opportunity to Cure.
1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
 2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.
 3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XIX, "Appropriations", of this Agreement.
- C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.
- D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or

purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE IX. Confidentiality

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

ARTICLE X. Amendments

- A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.
- B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

THIS SECTION IS INTENTIONALLY LEFT BLANK

Agreement No. 25-665-2011-00001 00

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor –

Signed by:
Mayor Alan Webber
100204737EC8433...
Authorized Signatory

Date: Feb 13, 2025 | 1:05 PM MST

Mayor

Printed Title of Authorized Signatory

Date: _____

Legal Counsel, Contractor, if applicable

Agency – DEPARTMENT OF HEALTH

DocuSigned by:
Miranda Durham
0FF48B8838674E0...
Secretary or Designee, DOH

Date: Feb 20, 2025 | 9:08 PM MST

DocuSigned by:
Shawnee Romo
11CA06D403674FF...
Chief Financial Officer, DOH

Date: Feb 14, 2025 | 9:54 AM MST

Approved as to legal form and sufficiency.

DocuSigned by:
Joey Wright
7095363840684B9...
Office of General Counsel, DOH

Date: Feb 13, 2025 | 2:49 PM MST

THIS SECTION IS INTENTIONALLY LEFT BLANK

Attachment 1 – Scope of Work

The Contractor shall perform the following work:

Per CH56-HB68-2022 Violence Intervention Program Act, the Grantee, The City of Santa Fe, in collaboration with Santa Fe County, have identified the creation of a coordinated community response to community violence to include but not limited to youth violence and gun violence. This Violence Prevention Program is a Public Health approach that will aim to support, educate and engage youth that are at high risk of being perpetrators or victims of youth violence, or gun violence. Direct program participants are youth and young adults up to age 24 who are on parole, are suspected of a firearms assault, or have experienced gun violence. Intergenerational healing programs include families and caregivers of impacted youth and young adults. Youth violence interruption goals are to increase supportive services; train community-based partners in restorative justice best practices; deliver culturally responsive, trauma-informed, strengths-focused case management; and cultivate economic stability and economic justice for program participants. Violence Interruption coordinates with community partners, in a multisectoral partnership, to reimagine community safety with strong preventative measures that amplifies the voices of those impacted by gun violence.

The Violence Prevention Unit (VPU) is currently housed in the City of Santa Fe, the unit will collaborate with key community stakeholders—Santa Fe County, County and City Law Enforcement, Juvenile Probation and Parole Officers (JPPO), Public Defenders, local nonprofits (such as Gerard’s House, YouthWorks and others), public and charter schools, and the District Attorney’s office—to identify youth and young adults who are at the highest risk for victimization or retaliation due to their involvement in cycles of violence. By working together, these agencies will combine their expertise and data to select individuals who are most vulnerable to becoming embroiled in gun violence or aggravated assault. Funding will be sub-granted to local organizations who work with youth ages 11-24 that are involved in or at risk of being involved in gun violence.

Recognizing that certain populations, particularly those from systemically marginalized or historically underserved communities, are disproportionately impacted by gun violence and aggravated assault. Therefore, the VPU is intentional with partnering with community organizations that have deep ties to these populations, ensuring that the voices and perspectives of those directly affected by violence are heard and integrated into the development of strategies. Participants will participate in CONNECT, a coordinated care network run jointly by the City and County of Santa Fe. Spanning 60 supportive programs at local organizations, CONNECT network navigators are linked through a shared technology platform whereby they send and receive secure electronic referrals, address residents’ social needs, and improve individual and community health.

A. Grantee will implement a VIP to include:

- 1) clearly defined, measurable objectives of the program to improve public health and safety through evidence-based violence reduction interventions;
- 2) a comprehensive violence reduction strategic plan, including consistent quality improvement and quality assurance measures, and a description of the strategies and tasks developed; describing the goals of the plan, including community-based services or joint community-based services and law enforcement intervention

Agreement No. 25-665-2011-00001 00

strategies;

- 3) Per CH56-HB68-2022 Violence Intervention Program Act, Grantee is required to use at least fifty percent of its grant for the purpose of entering into agreements with one or more community-based service providers in the locally focused geographic area in which the grant funds would be used;
- 4) Per CH56-HB68-2022 Violence Intervention Program Act, Grantee shall report to the appropriate criminal justice coordinating council established pursuant to Section 31-28-3 NMSA 1978 regarding outcomes of the grant;
- 5) Per CH56-HB68-2022 Violence Intervention Program Act, a final report for FY25 is due to the NMDOH no later than November 1, 2025. At a minimum the final report shall include: (1) purpose and amount of this FY25 grant received by the grantee; and (2) processes, outputs and outcomes resulting from this FY25 grant, including relevant data as required by department rules.

THIS SECTION IS INTENTIONALLY LEFT BLANK

Attachment 2 – Budget

The total amount of this agreement shall not exceed \$818,387.10.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Task Description	Deliverable	Budget	Due Date
I. Project administration contract	Quarterly report of completed contractual project administration.	Not to exceed \$60,000.00	I. Invoice @ \$30,000.00 per quarter not to exceed quantity of 2. Quarter 1 (January, February & March). Due no later than 4/10/25 Quarter 2 (April, May & June) Due no later than 7/10/25
II. Increase gun violence detection and response infrastructure and technology through receipt of technical assistance for implementation of purchased gunshot detection technology.	Proof of purchase and any technical assistance received.	Not to exceed \$354,000.00	II. Invoice @ \$354,000.00 upon receipt of purchase. Due no later than 7/10/25

Agreement No. 25-665-2011-00001 00

III. Community-based service provider(s) partnerships	Narrative report detailing partnerships implemented with community-based service provider(s).	Not to exceed \$404,437.10	III. Invoice @ \$404,437.10 not to exceed quantity of 1. Report due no later than 7/10/25
Total Budget		\$818,387.10	

Funding Information:

06101 General Funds

THIS SECTION IS INTENTIONALLY LEFT BLANK

From: [DOHASD.forms, DOH](#)
To: [Suzanne, Liza, DOH \(they/them\)](#)
Cc: [Maese, Kathleen, DOH](#)
Subject: FW: Determination of Services for FY25 City of Santa Fe Violence Intervention Fund Grant
Date: Thursday, January 16, 2025 10:34:13 AM
Attachments: [image002.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image009.png](#)

Good morning,

Please find the Professional Services Determination determined by the State Purchasing Division below.

Based on this deeming the contractual options are below:

If overall compensation is not to exceed \$5K, Only need a PO and (If utilizing a State Wide Price Agreement SWPA), 1 quote, Origin will be PSC, (if not utilizing a SWPA) 2 quotes are required, Origin will be PSC.

If overall compensation is between \$5K -\$60K, A Professional Service contract template is required, or DOIT Template if IT professional services (If utilizing a Statewide Price Agreement SWPA), 1 quote, Origin will be CRB, (if not utilizing a SWPA) 3 quotes are required due to dollar amount (best practices) and cannot exceed 12 months if not on SWPA, Origin will be CRB. If proprietary as Sole source may be conducted upon further discussions.

If overall compensation is over \$60K and exceeds 12months, (if using a SWPA) Professional Service Contract template or DOIT Template if IT professional services and 1 quote is required, (If not utilizing a SWPA) a competitive process is required (RFP), Origin will be CRB. If proprietary as Sole source may be conducted upon further discussions.

Thank you,

Francisco Lopez
Purchasing Agent Advanced



Administrative Services Department
1190 S. St. Frances Drive Suite N3054
Santa Fe, NM 87505
Email: Francisco.Lopez@doh.nm.gov
ph: (505) 629-8655
www.nmhealth.org



Accredited since 2015



Investing for tomorrow, delivering today

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From: determination, spd, GSD <spd.determination@gsd.nm.gov>

Sent: Wednesday, January 15, 2025 3:46 PM

To: DOHASD.forms, DOH <dohasd.forms@doh.nm.gov>

Subject: RE: Determination of Services for FY25 City of Santa Fe Violence Intervention Fund Grant

Francisco:

The scope of work as written would be PROFESSIONAL SERVICES. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. Therefore, the agency may conduct the procurement independently of the State Purchasing Division (SPD). Any resulting contract(s) and amendment(s) must be processed through the Contracts Review Bureau (CRB) of SPD. Both CRB and SPD reserve the right to change this determination if the contract scope of work differs from the scope of work submitted for the original determination or if a later attached scope of work should contain goods or general services.

- While this scope of work has been determined to be professional services, please check the Horizons website to determine whether the scope of work must be offered to Horizons for their right of first refusal.
- When processing this procurement, please ensure that the Contracts Review Bureau contract template (or the DoIT contract template if IT related) is used.
- When processing this procurement, please ensure that the Contracts Review Bureau contract numbering system is used.

Thank you for submitting this scope of work for my review.

Sincerely,

Brian Fitzgerald

Attorney
State Purchasing Division
1100 St. Francis Drive, Rm. 2016
Santa Fe, New Mexico 87505

From: DOHASD.forms, DOH <dohasd.forms@doh.nm.gov>
Sent: Wednesday, January 15, 2025 3:02 PM
To: determination, spd, GSD <spd.determination@gsd.nm.gov>
Subject: FW: Determination of Services for FY25 City of Santa Fe Violence Intervention Fund Grant

Good afternoon,
Please review and provide your determination on the scope of work below.

Thank you,

Francisco Lopez
Purchasing Agent Advanced



Accredited since 2015

Administrative Services Department
1190 S. St. Frances Drive Suite N3054
Santa Fe, NM 87505
Email: Francisco.Lopez@doh.nm.gov
ph: (505) 629-8655
www.nmhealth.org



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From: Suzanne, Liza, DOH (they/them) <Liza.Suzanne@doh.nm.gov>
Sent: Wednesday, January 15, 2025 2:41 PM
To: DOHASD.forms, DOH <dohasd.forms@doh.nm.gov>
Cc: Maese, Kathleen, DOH <Kathleen.Maese@doh.nm.gov>
Subject: Determination of Services for FY25 City of Santa Fe Violence Intervention Fund Grant

“FY25 - Submit for GSD determination and Horizon Right of First Refusal”.

Summary of scope

Per CH56-HB68-2022 Violence Intervention Program Act, the Grantee, The City of Santa Fe, in collaboration with Santa Fe County, have identified the creation of a coordinated community response to community violence to include but not limited to youth violence and gun violence. This Violence Prevention Program is a Public Health approach that will aim to support, educate and engage youth that are at high risk of being perpetrators or victims of youth violence, or gun violence. Direct program participants are youth and young adults up to age 24 who are on parole, are suspected of a firearms assault, or have experienced gun violence. Intergenerational healing programs include families and caregivers of impacted youth and young adults. Youth violence interruption goals are to increase supportive services; train community-based partners in restorative justice best practices; deliver culturally responsive, trauma-informed, strengths-focused case management; and cultivate economic stability and economic justice for program participants. Violence Interruption coordinates with community partners, in a multisectoral partnership, to reimagine community safety with strong preventative measures that amplifies the voices of those impacted by gun violence.

The Violence Prevention Unit (VPU) is currently housed in the City of Santa Fe, the unit will collaborate with key community stakeholders—Santa Fe County, County and City Law Enforcement, Juvenile Probation and Parole Officers (JPPO), Public Defenders, local nonprofits (such as Gerard’s House, YouthWorks and others), public and charter schools, and the District Attorney’s office—to identify youth and young adults who are at the highest risk for victimization or retaliation due to their involvement in cycles of violence. By working together, these agencies will combine their expertise and data to select individuals who are most vulnerable to becoming embroiled in gun violence or aggravated assault. Funding will be sub-granted to local organizations who work with youth ages 11-24 that are involved in or at risk of being involved in gun violence.

Recognizing that certain populations, particularly those from systemically marginalized or historically underserved communities, are disproportionately impacted by gun violence and aggravated assault. Therefore, the VPU is intentional with partnering with community organizations that have deep ties to these populations, ensuring that the voices and perspectives of those directly affected by violence are heard and integrated into the development of strategies.

Participants will participate in CONNECT, a coordinated care network run jointly by the City and County of Santa Fe. Spanning 60 supportive programs at local organizations, CONNECT network navigators are linked through a shared technology platform whereby they send and receive secure electronic referrals, address residents’ social needs, and improve individual and community health.

A. Grantee will implement a VIP to include:

1. clearly defined, measurable objectives of the program to improve public health and safety through evidence-based violence reduction interventions;
2. a comprehensive violence reduction strategic plan, including consistent quality improvement and quality assurance measures, and a description of the strategies and tasks developed; describing the goals of the plan, including community-based services or joint community-based services and law enforcement intervention strategies;
3. Per CH56-HB68-2022 Violence Intervention Program Act, Grantee is required to use at least fifty percent of its grant for the purpose of entering into agreements with one or more community-based service providers providers in the locally focused geographic area in which the grant funds would be used;
4. Per CH56-HB68-2022 Violence Intervention Program Act, Grantee shall report to the appropriate criminal justice coordinating council established pursuant to Section 31-28-3 NMSA 1978 regarding outcomes of the grant;
5. Per CH56-HB68-2022 Violence Intervention Program Act, a final report for FY25 is due to the NMDOH no later than November 1, 2025. At a minimum the final report shall include: (1) purpose and amount of this FY25 grant received by the grantee; and (2) processes, outputs and outcomes resulting from this FY25 grant, including relevant data as required by department rules.

Deliverables

Task Description	Deliverable	Due Date
Project administration contract	Quarterly report of completed contractual project administration.	<p>Invoice quarterly not to exceed \$X quantity of 2</p> <p>Quarter 1 (January, February & March) due no later than April 10, 2025</p> <p>Quarter 2 (April, May & June) due no later than July 10, 2025</p>
Increase gun violence detection and response infrastructure and technology through receipt of technical	Proof of purchase and any technical assistance received.	<p>Invoice once upon receipt of purchase not to exceed \$X due no later than July 10, 2025</p>

assistance for implementation of purchased gunshot detection technology.		
Community-based service provider(s) partnerships	Narrative report detailing partnerships implemented with community-based service provider(s).	<p>Invoice quarterly not to exceed \$X quantity of 2</p> <p>Quarter 1 (January, February & March) due no later than April 10, 2025</p> <p>Quarter 2 (April, May & June) due no later than July 10, 2025</p>
Total Budget		

Liza Suzanne
Violence Prevention Program Coordinator
 Pronouns: they/them (<https://communitycommons.org/collections/Pronouns-and-Well-Being>)



Center for Health Protection
New Mexico Department of Health

ph: (505) 470-7264
 email: liza.suzanne@doh.nm.gov
nmhealth.org

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From: [DOHASD.forms, DOH](#)
To: [Suzanne, Liza, DOH \(they/them\)](#)
Cc: [Maese, Kathleen, DOH](#)
Subject: FW: [EXTERNAL] Re: FW: Determination of Services for FY25 City of Santa Fe Violence Intervention Fund Grant
Date: Thursday, January 16, 2025 10:37:43 AM
Attachments: [image001.png](#)
[image002.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)

Good morning,

Please find Right of first refusal made by Horizons below.

Thank you,

Francisco Lopez
Purchasing Agent Advanced



Accredited since 2015

Administrative Services Department
1190 S. St. Frances Drive Suite N3054
Santa Fe, NM 87505
Email: Francisco.Lopez@doh.nm.gov
ph: (505) 629-8655
www.nmhealth.org



Investing for tomorrow, delivering today.

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From: Matt Loehman <mloehman@horizonsofnewmexico.org>
Sent: Wednesday, January 15, 2025 3:57 PM
To: DOHASD.forms, DOH <dohasd.forms@doh.nm.gov>
Subject: [EXTERNAL] Re: FW: Determination of Services for FY25 City of Santa Fe Violence Intervention Fund Grant

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 220
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Wed, Jan 15, 2025 at 3:02 PM DOHASD.forms, DOH <dohasd.forms@doh.nm.gov> wrote:

Good afternoon,

See below Scope of work being offered to Horizons of New Mexico for right of first refusal.

Thank you,

Francisco Lopez
Purchasing Agent Advanced



Administrative Services Department
1190 S. St. Frances Drive Suite N3054
Santa Fe, NM 87505
Email: Francisco.Lopez@doh.nm.gov
ph: (505) 629-8655
www.nmhealth.org



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From: Suzanne, Liza, DOH (they/them) <Liza.Suzanne@doh.nm.gov>
Sent: Wednesday, January 15, 2025 2:41 PM
To: DOHASD.forms, DOH <dohasd.forms@doh.nm.gov>
Cc: Maese, Kathleen, DOH <Kathleen.Maese@doh.nm.gov>
Subject: Determination of Services for FY25 City of Santa Fe Violence Intervention Fund Grant

“FY25 - Submit for GSD determination and Horizon Right of First Refusal”.

Summary of scope

Per CH56-HB68-2022 Violence Intervention Program Act, the Grantee, The City of Santa Fe, in collaboration with Santa Fe County, have identified the creation of a coordinated community response to community violence to include but not limited to youth violence and gun violence. This Violence Prevention Program is a Public Health approach that will aim to support, educate and engage youth that are at high risk of being perpetrators or victims of youth violence, or gun violence. Direct program participants are youth and young adults up to age 24 who are on parole, are suspected of a firearms assault, or have experienced gun violence. Intergenerational healing programs include families and caregivers of impacted youth and young adults. Youth violence interruption goals are to increase supportive services; train community-based partners in restorative justice best practices; deliver culturally responsive, trauma-informed, strengths-focused case management; and cultivate economic stability and economic justice for program participants. Violence Interruption coordinates with community partners, in a multisectoral partnership, to reimagine community safety with strong preventative measures that amplifies the voices of those impacted by gun violence.

The Violence Prevention Unit (VPU) is currently housed in the City of Santa Fe, the unit will

collaborate with key community stakeholders—Santa Fe County, County and City Law Enforcement, Juvenile Probation and Parole Officers (JPPO), Public Defenders, local nonprofits (such as Gerard’s House, YouthWorks and others), public and charter schools, and the District Attorney’s office—to identify youth and young adults who are at the highest risk for victimization or retaliation due to their involvement in cycles of violence. By working together, these agencies will combine their expertise and data to select individuals who are most vulnerable to becoming embroiled in gun violence or aggravated assault. Funding will be sub-granted to local organizations who work with youth ages 11-24 that are involved in or at risk of being involved in gun violence.

Recognizing that certain populations, particularly those from systemically marginalized or historically underserved communities, are disproportionately impacted by gun violence and aggravated assault. Therefore, the VPU is intentional with partnering with community organizations that have deep ties to these populations, ensuring that the voices and perspectives of those directly affected by violence are heard and integrated into the development of strategies.

Participants will participate in CONNECT, a coordinated care network run jointly by the City and County of Santa Fe. Spanning 60 supportive programs at local organizations, CONNECT network navigators are linked through a shared technology platform whereby they send and receive secure electronic referrals, address residents’ social needs, and improve individual and community health.

A. Grantee will implement a VIP to include:

1. clearly defined, measurable objectives of the program to improve public health and safety through evidence-based violence reduction interventions;
2. a comprehensive violence reduction strategic plan, including consistent quality improvement and quality assurance measures, and a description of the strategies and tasks developed; describing the goals of the plan, including community-based services or joint community-based services and law enforcement intervention strategies;
3. Per CH56-HB68-2022 Violence Intervention Program Act, Grantee is required to use at least fifty percent of its grant for the purpose of entering into agreements with one or more community-based service providers in the locally focused geographic area in which the grant funds would be used;
4. Per CH56-HB68-2022 Violence Intervention Program Act, Grantee shall report to the appropriate criminal justice coordinating council established pursuant to Section 31-28-3 NMSA 1978 regarding outcomes of the grant;
5. Per CH56-HB68-2022 Violence Intervention Program Act, a final report for FY25 is due to the NMDOH no later than November 1, 2025. At a minimum the final report shall include: (1) purpose and amount of this FY25 grant received by the

grantee; and (2) processes, outputs and outcomes resulting from this FY25 grant, including relevant data as required by department rules.

Deliverables

Task Description	Deliverable	Due Date
Project administration contract	Quarterly report of completed contractual project administration.	Invoice quarterly not to exceed \$X quantity of 2 Quarter 1 (January, February & March) due no later than April 10, 2025 Quarter 2 (April, May & June) due no later than July 10, 2025
Increase gun violence detection and response infrastructure and technology through receipt of technical assistance for implementation of purchased gunshot detection technology.	Proof of purchase and any technical assistance received.	Invoice once upon receipt of purchase not to exceed \$X due no later than July 10, 2025
Community-based service provider(s) partnerships	Narrative report detailing partnerships implemented with community-based service provider(s).	Invoice quarterly not to exceed \$X quantity of 2 Quarter 1 (January, February & March) due no later than April 10, 2025

		Quarter 2 (April, May & June) due no later than July 10, 2025
Total Budget		

Liza Suzanne
Violence Prevention Program Coordinator
Pronouns: they/them (<https://communitycommons.org/collections/Pronouns-and-Well-Being>)



Center for Health Protection
New Mexico Department of Health

ph: (505) 470-7264
email: liza.suzanne@doh.nm.gov
nmhealth.org

[Facebook](#) | [X](#) | [LinkedIn](#) | [Instagram](#) | [Youtube](#)

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State of New Mexico

Change Order Request Form

Purchase Order: 66500-0000203356	Date: 4/25/25		Page
ATTACH COPY OF CURRENT PURCHASE ORDER INVOICE (if applicable)			of
Buyer: Joshua D Abeyta	Phone: 505-827-2504		

Vendor Information	
SHARE Vendor ID:	54360
Vendor Name:	City of Santa Fe

Line No. From PO	Item / Description of Change Order	(A) Current Line Amount	(B) Line Amount Increase/Decrease	(C) New Total Line Amount					
1	keep ASIS	\$ 818,387.10	\$ 460,000.00	\$ 1,278,387.10					
Fund	Dept	Account	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class	RPT Cat
6101	ZG1016	547400	66500		DIRECT	20112300	92248	G1016	
2								\$ -	
Fund	Dept	Account	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class	RPT Cat
3								\$ -	
Fund	Dept	Account	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class	RPT Cat
4								\$ -	
Fund	Dept	Account	PC Bus Unit	Project	Activity	Oper Unit	Bud Ref	Class	RPT Cat
5								\$ -	
	TOTALS					\$ 818,387.10	460,000.00	\$ 1,278,387.10	-

Description of Modifications to Purchase Order: Increase total amount by \$460,000.00 for FY26 expansion request.

Approval Signature Liza Suzanne	Digitally signed by Liza Suzanne Date: 2025.04.30 09:08:29 -06'00'	Approval Signature
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Budget Approval	
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State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Department of Health

1190 St. Francis Dr
P. O. Box 26110
Santa Fe NM 87502-6110
United States

Dispatched

Purchase Order 66500-0000203356	Date 02-27-2025	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Joshua D Abeyta	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054360
CITY OF SANTA FE
PO BOX 909
SANTA FE NM 87504-0000
United States

Ship To: 1190 St. Francis Dr
P. O. Box 26110
Santa Fe NM 87502-6110
United States

Bill To: 1190 St Francis Dr.
P O Box 26110
Santa Fe NM 87502-6110
United States

Origin: EXE **ExclExcl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	----------	-----	----------	--------------	----------

1 - 1	Intervention Services- Train community-based partners in restorative justice best practices; deliver culturally responsive, trauma-informed, strengths-focused case management; and cultivate economic stability and economic	1.00	EA	\$818,387.10	\$818,387.10	02/27/2025
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66500-06101-ZG1016-547400- - -20112300-92248-G1016

Schedule Total \$818,387.10

Contract ID: 25-665-2011-00001 00
Task Description Deliverable Budget DueDate

Contract Line: 0 Release: 1 Category Line: 0

I. Project administration
II. Increase Gun Violence Detection and response infrastructure and technology through receipt of technical assistance for implementation of purchased gunshot detection technology.
III. Community-Based service provider(s) partnerships
I. Quarterly Report of completed contractual project administration
II. Proof of purchase and any technical assistance received.
III. Narrative report detailing partnerships implemented with community-based service providers
I. Invoice @ \$30,000.00 per quarter Not to exceed quantity of 2.
Quarter 1 (January, February & March). Due no later than 4/10/25
Quarter 2 (April, May & June). Due no later than 7/10/25
II. Invoice @ \$354,000.00 upon receipt of purchase.

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature



State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Department of Health

1190 St. Francis Dr
P. O. Box 26110
Santa Fe NM 87502-6110
United States

Dispatched

Purchase Order 66500-0000203356	Date 02-27-2025	Revision
Payment Terms Pay Now	Freight Terms FOB Destination	Ship Via Best Way
Buyer Joshua D Abeyta	Phone	Currency USD

Dispatch Via Print

Supplier: 0000054360
CITY OF SANTA FE
PO BOX 909
SANTA FE NM 87504-0000
United States

Ship To: 1190 St. Francis Dr
P. O. Box 26110
Santa Fe NM 87502-6110
United States

Bill To: 1190 St Francis Dr.
P O Box 26110
Santa Fe NM 87502-6110
United States

Origin: EXE **ExclExcl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
	Due no later than 7/10/25 Ill. Invoice @ \$404,437.10 Not to exceed quantity of 1. Report due no later than 7/10/25					

Item Total \$818,387.10

Total PO Amount \$818,387.10

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

Authorized Signature

TRUJILLO, SIERRA V.

From: Grants
Sent: Thursday, June 12, 2025 5:06 PM
To: TRUJILLO, SIERRA V.; Grants
Cc: EMORY, SANDRA X.
Subject: RE: COSF Updates

Hi there,

We will update the same project ledger to reflect amendment and amount(s)

Please reach out to Andy Hopkins in Budgets for assistance with the BAR/edits.

Have a great evening! 😊

Thanks,

Cathy M. Thompson
Accounting Financial Analyst/Grants
(505) 629-3951
CMThompson@santafenm.gov

From: TRUJILLO, SIERRA V. <svtrujillo@santafenm.gov>
Sent: Thursday, June 12, 2025 12:29 PM
To: Grants <grants@santafenm.gov>
Cc: EMORY, SANDRA X. <sxemory@santafenm.gov>
Subject: FW: COSF Updates

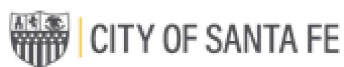
Good afternoon!

Following up on our conversation with Erika and Cathy yesterday regarding to DOH grant extension through June 30, 2026, and the additional \$400,000 in funding- we've attached the updated IGA and new PO for your reference.

Could you please let us know if we should submit a new project ledger request, or if this information is sufficient to update the existing project ledger? The current Project ID is YFD2522302.

Thank you!

Best,
Sierra Vigil-Trujillo
Project Administrator
Youth & Family Services Division
(505) 955-6824





The Purchasing Memo

Date: April 3, 2025

To: Governing Body and Finance Committee and Quality of Life Committee

From: Julie Sanchez, Youth and Family Services Division Director 
JULIE SANCHEZ [APR 3, 2025 15:23 MDT]

Via: Henri Hammond-Paul, Community Health and Safety Department Director 

Subject: Approval of Grant Agreement from the State of New Mexico's Department of Health in the amount of \$818,387.10 for a coordinated community response to community violence to include but not limited to youth violence and gun violence. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov)

Request for Approval of a Budget Amendment Resolution (BAR) to Budget \$818,387.00 into FY25 Revenue and Expenses for a coordinated community response to community violence. (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov)

ITEM AND ISSUE:

The Youth and Family Services Division respectfully requests Approval of Grant Agreement from the State of New Mexico's Department of Health in the amount of \$818,387.10 for a coordinated community response to community violence to include but not limited to youth violence and gun violence.

Additionally, the Youth and Family Services Division respectfully requests Approval of a Budget Amendment Resolution (BAR) to Budget \$818,387.10 into FY25 Revenue and Expenses for a coordinated community response to community violence.

BACKGROUND AND SUMMARY:

The City of Santa Fe Youth and Family Services Division in collaboration with Santa Fe County Community Services Department and the Santa Fe Police Department applied for and received a grant from the State of New Mexico's Department of Health for \$818,387.10 as part of our coordinated response to community and youth violence. All reimbursement requests must be made by June 30, 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: [Juvenile Justice Fund/223]

Munis Org Name/Number: [Juvenile Justice/2230123]

Munis Object Name/Number: [Grants and Services/510400] [Other Consulting/510340]

Budget Officer / Designee: *Andy Hopkins* Date: Apr 4, 2025

Budget Officer Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Grant agreement

Budget Amendment Resolution (BAR)

Project Ledger



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 02/19/2025

Project Title: NMDOH - Violence Intervention Grant

Project Type: CIP Grant Internal Tracking

Department: Police/SFPD Project Manager: AM BOWEN Ext: 6678

Project Date Range: 2/20/25 to 06/30/2025 Create Fixed Asset

Project ID: <u>POL2522303</u>
Grant ID: <u>S2560</u>
Approved By: <u>Erika Lujan</u> <small>Erika Lujan (Apr 2, 2025 17:08 MDT)</small>
<u>CT</u> (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOH IGA 25.665.2011.00001.00 % of Funding: 43

MUNIS ORG: 2230315 MUNIS OBJ: 490180 Awarded Amount: 354000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: software MUNIS ORG: 2230315 MUNIS OBJ: 570850

Grants Only (list all grants if applicable): **(GRANT ALSO TIED TO PROJ. YFD2522302-464287.00)**

Grantor Name: NMDOH IGA 25.665.2011.00001.00 Awarded Amount: 818,387.10

AR Charge Code: 2230315.490180 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700003 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 02/19/2025

Project Title: NMDOH - Violence Intervention Grant

Project Type: CIP Grant Internal Tracking

Department: Comm. Health and Safety Project Manager: Julie Sanchez Ext: 6678

Project Date Range: 2/20/25 to 06/30/2025 Create Fixed Asset

Project ID: <u>YFD2522302</u>
Grant ID: <u>S2560</u>
Approved By: <u>Erika Lujan</u> <small>Erika Lujan (Apr 2, 2025 17:09 MDT)</small>
<u>CT</u> (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOH IGA 25.665.2011.00001.00 % of Funding: 57

MUNIS ORG: 2230123 MUNIS OBJ: 490180 Awarded Amount: \$464,387.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: GRANTS/SVCS & OTH CNSLTNG MUNIS ORG: 2230123 MUNIS OBJ: 510400/510340

Grants Only (list all grants if applicable): (GRANT ALSO FUND PROJ: POL2522303-354000.00)

Grantor Name: NMDOH IGA 25.665.2011.00001.00 Awarded Amount: 818,387.10

AR Charge Code: 2230123.490180 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700003 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation

gunshot detection technology.			
III. Community-based service provider(s) partnerships	Narrative report detailing partnerships implemented with community-based service provider(s).	Not to exceed \$404,437.10	III. Invoice @ \$404,437.10 not to exceed quantity of 1. Report due no later than July 10, 2025
Total Budget		\$818,387.10	

Funding Information:
06101 General Funds

THIS SECTION IS INTENTIONALLY LEFT BLANK

STATE OF NEW MEXICO
DEPARTMENT OF HEALTH
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **DEPARTMENT OF HEALTH**, hereinafter referred to as the “Agency,” and **CITY OF SANTA FE**, hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate **June 30, 2025**, unless terminated pursuant to Article VI (Termination of Agreement), or Article XIX (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless Attachment 1 is amended or this agreement is terminated pursuant to Article VI (Termination of Agreement), or Article XIX (Appropriations), infra. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the scope of work.

ARTICLE III. Limitation of Cost

The total amount of the monies payable to the Contractor under this Agreement shall not exceed **\$818,387.10**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers quarterly for actual work performed and expenses incurred to the Agency. The Contractor’s failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice: Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

D. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become

property of the Agency upon termination and shall be submitted to the Agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

The Contractor shall maintain detailed expenditure records that indicate the date, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the New Mexico Department of Finance and Administration and the New Mexico State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

ARTICLE IX. Confidentiality

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

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

ARTICLE XVIII. Workers' Compensation

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

ARTICLE XIX. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

THIS SECTION IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – CITY OF SANTA FE


Alan Webber (May 7, 2025 14:53 MDT)

Alan Webber, Mayor

Date: 05/07/2025

Mayor

Printed Title of Authorized Signatory


ANDREA SALAZAR (May 7, 2025 15:32 MDT)

City Clerk GB MTG 04/30/2025 

Date: 05/07/2025



Assistant City Attorney

Date: Mar 6, 2025

Emily K. Oster

Finance Director

Date: 04/18/2025

Agency – DEPARTMENT OF HEALTH

Secretary or Designee, DOH

Date: _____

Chief Financial Officer, DOH

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, DOH

Date: _____

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Attachment 1 – Scope of Work

The Contractor Shall perform the following work:

Summary of scope

Per CH56-HB68-2022 Violence Intervention Program Act, the Grantee, The City of Santa Fe, in collaboration with Santa Fe County, have identified the creation of a coordinated community response to community violence to include but not limited to youth violence and gun violence. This Violence Prevention Program is a Public Health approach that will aim to support, educate and engage youth that are at high risk of being perpetrators or victims of youth violence, or gun violence. Direct program participants are youth and young adults up to age 24 who are on parole, are suspected of a firearms assault, or have experienced gun violence. Intergenerational healing programs include families and caregivers of impacted youth and young adults. Youth violence interruption goals are to increase supportive services; train community-based partners in restorative justice best practices; deliver culturally responsive, trauma-informed, strengths-focused case management; and cultivate economic stability and economic justice for program participants. Violence Interruption coordinates with community partners, in a multisectoral partnership, to reimagine community safety with strong preventative measures that amplifies the voices of those impacted by gun violence.

The Violence Prevention Unit (VPU) is currently housed in the City of Santa Fe, the unit will collaborate with key community stakeholders—Santa Fe County, County and City Law Enforcement, Juvenile Probation and Parole Officers (JPPO), Public Defenders, local nonprofits (such as Gerard’s House, YouthWorks and others), public and charter schools, and the District Attorney’s office—to identify youth and young adults who are at the highest risk for victimization or retaliation due to their involvement in cycles of violence. By working together, these agencies will combine their expertise and data to select individuals who are most vulnerable to becoming embroiled in gun violence or aggravated assault. Funding will be sub-granted to local organizations who work with youth ages 11-24 that are involved in or at risk of being involved in gun violence.

Recognizing that certain populations, particularly those from systemically marginalized or historically underserved communities, are disproportionately impacted by gun violence and aggravated assault. Therefore, the VPU is intentional with partnering with community organizations that have deep ties to these populations, ensuring that the voices and perspectives of those directly affected by violence are heard and integrated into the development of strategies. Participants will participate in CONNECT, a coordinated care network run jointly by the City and County of Santa Fe. Spanning 60 supportive programs at local organizations, CONNECT network navigators are linked through a shared technology platform whereby they send and receive secure electronic referrals, address residents’ social needs, and improve individual and community health.

- A. Grantee will implement a VIP to include:
- 1) clearly defined, measurable objectives of the program to improve public health and safety through evidence-based violence reduction interventions;
 - 2) a comprehensive violence reduction strategic plan, including consistent quality improvement and quality assurance measures, and a description of the strategies and tasks developed; describing the goals of the plan, including community-based services or joint community-based services and law enforcement intervention strategies;
 - 3) Per CH56-HB68-2022 Violence Intervention Program Act, Grantee is required to use at least fifty percent of its grant for the purpose of entering into agreements with one or more community-based service providers in the locally focused geographic area in which the grant funds would be used;
 - 4) Per CH56-HB68-2022 Violence Intervention Program Act, Grantee shall report to the appropriate criminal justice coordinating council established pursuant to Section 31-28-3 NMSA 1978 regarding outcomes of the grant;
 - 5) Per CH56-HB68-2022 Violence Intervention Program Act, a final report for FY25 is due to the NMDOH no later than November 1, 2025. At a minimum the final report shall include: (1) purpose and amount of this FY25 grant received by the grantee; and (2) processes, outputs and outcomes resulting from this FY25 grant, including relevant data as required by department rules.

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Attachment 2 – Budget

The total amount of this agreement shall not exceed \$818,387.10.

Per diem and mileage, and other miscellaneous expenses, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC.

Task Description	Deliverable	Budget	Due Date
Project administration contract	Quarterly report of completed contractual project administration.	Not to exceed \$60,000.00	Invoice @ up to \$30,000.00 per quarter not to exceed quantity of 2 Quarter 1 (January, February & March) due no later than April 10, 2025 Quarter 2 (April, May & June) due no later than July 10, 2025
Increase gun violence detection and response infrastructure and technology through receipt of technical assistance for implementation of purchased gunshot detection technology.	Proof of purchase and any technical assistance received.	Not to exceed \$354,000.00	Invoice @ \$354,000.00 upon receipt of purchase, due no later than July 10, 2025
Community-based service provider(s) partnerships	Narrative report detailing partnerships implemented with community-based service provider(s).	Not to exceed \$404,437.10	
Total Budget		\$818,387.10	

Funding Information:
06101 General Fund






DoH Grant Memo and BAR Packet Signed

Final Audit Report

2025-04-18

Created:	2025-04-18
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACakbPiDywTnGqtQ-b-rLIQq979b-0tsa

"DoH Grant Memo and BAR Packet Signed" History

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City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 6/25/25 REVISION

Project Title: NMDOH VIOLENCE INTERVENTION GRANT

Project Type: CIP Grant Internal Tracking

Department: COM HEALTH & SAFETY Project Manager: SIERRA TRUJILLO Ext: 6824

Project Date Range: 2/20/2025 to 6/30/2026 Create Fixed Asset

Project ID: YFD2522302

Grant ID: S2560A1

Approved By: ERIKALUJAN

CT (Finance Use Only)

Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NMDOH IGA % of Funding: 57

MUNIS ORG: 2230123 MUNIS OBJ: 490180 Awarded Amount: 804437.10

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: GRNTS SVC/OTHR CONSULT MUNIS ORG: 2230123 MUNIS OBJ: 510400/510340

Grants Only (list all grants if applicable): GRANT ALSO FUNDS: POL2522303-354000.00

Grantor Name: NMDOH IGA25.665.2011.00001.01 Awarded Amount: 1,278,437.10

AR Charge Code: 2230123.490180 Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 7000003 Federal CFDA (if applicable): N/A

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) Attached Grant Documentation











7.30.25 DOH Approval Packet

Final Audit Report

2025-07-30

Created:	2025-07-30
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJlzQ7ShZJZwd2aMW6tpVHBu_2Dm8KOe

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-  Justin Gonzales (jmgonzales@santafenm.gov) added alternate signer ANDREA PHILLIPS (akphillips@santafenm.gov). The original signer Mark Scott (mscott@santafenm.gov) can still sign.
2025-07-30 - 6:15:48 PM GMT - IP address: 63.232.20.2
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Signature Date: 2025-07-30 - 9:48:52 PM GMT - Time Source: server- IP address: 63.232.20.2
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Signature Date: 2025-07-30 - 10:15:33 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-07-30 - 10:15:33 PM GMT

Signature: 

Email: xivigil@santafenm.gov