



## The Purchasing Memo

**Date:** April 17, 2026

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

**Via:** Thomas Grundler, Interim Chief of Police 

**From:** Ben Valdez, Deputy Chief of Police 

**Subject:** Automated Traffic Enforcement Contract

**Vendor Name:** Jenoptik Smart Mobility Solutions, LLC

**Munis Vendor Number:** 11210

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### ITEM AND ISSUE:

The Santa Fe Police Department respectfully requests your review and approval of a General Services Contract in the total amount of \$4,000,000.00 for Automated Speed and Noise Enforcement Services for five years.

### CONTRACT NUMBER:

The FY26 Munis Contract number is 3260396

### BACKGROUND AND SUMMARY:

In 2008 the Governing Body found there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limit. Furthermore, some drivers in Santa Fe repeatedly violate posted speed limits and the state law against speeding is inadequate to preserve public safety in Santa Fe. The Governing Body found that photographic and electronic devices that measure speed are accurate and reliable, and the implementation of this technology will abate the nuisance of speeding.

The City of Santa Fe operated an automated speed enforcement program from 2008 until 2013. Since the program has been inactive, our community has seen an increased demand for enforcement of speeding violations.

Following the 2020 pandemic, communities across our nation have also seen an increase in modified exhausts that have caused quality-of-life concern due to excessive noise in residential and commercial areas. Our community has not been excluded from this nuisance, with the issue continuing despite increased penalties and enforcement.

In 2025 the Governing Body allocated funding to secure a contract for services and equipment to relaunch a program for automated enforcement of speed and noise violations in our community to improve roadway safety. A request for proposals was issued, we received responses to our request, and we have selected Jenoptik Smart Mobility Solutions, LLC as the vendor following the process.

We are requesting a five-year contract in the amount of up to \$1,000,000.00 per year for services related to automated speed and noise enforcement. The cost of services will be determined based on revenue generated through paid violations for automated speed and sound offenses. Total contract amount of up to \$4,000,000.00 for entire term.

### PRIOR APPROVALS AND SUPPORTING INFORMATION:

#### FUNDING SOURCE:

**Fund Name/Number:** General Fund/ Fund 100

**Munis Org Name/Number:** Police Administration/ 1000310

**Munis Object Name/Number:** Equipment & Machinery Non-Exempt/ 570500

**Budget Officer / Designee:** Andy Hopkins **Date:** 04/17/2026

**Budget Officer Comment/Exceptions:** \_\_\_\_\_

**PROCUREMENT METHOD:**

The procurement method used was NMSA 1978, Section 13-1-111, RFP

RFP #26017

**Chief Procurement Officer (CPO)/Designee:** [Signature] **Date:** 04/17/2026

**CPO Comment/Exceptions:** \_\_\_\_\_

AP  
AP (04/17/2026 08:04:42 MDT)

**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:** \_\_\_\_\_

**Approval:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Comment/Exceptions:** \_\_\_\_\_

**ATTACHMENTS:**

General Services Contract

General Services Determination



## Master Services Agreement

This Master Services Agreement is made upon approval by the City of Santa Fe Governing Body (the "Effective Date"), between JENOPTIK SMART MOBILITY SOLUTIONS, LLC, a member of the Jenoptik group, and a limited liability company duly organized under the laws of Delaware, having its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (hereinafter referred to as JSMS) and the City Of Santa Fe (hereinafter referred to as the "Customer").

**WHEREAS** Customer wishes to retain the business and technology services of JSMS (the "Services") as set forth in this Master Services Agreement (the "Agreement") and in one or more attachments, incorporated herein by reference (each a "Service Attachment") to facilitate the detection, issuance and/or processing of violations of one or more of Customer's traffic law or code enforcement programs (each a "Program"); and

**WHEREAS** in connection with each Service, JSMS agrees to provide the equipment described in a Service Attachment ("Equipment"); and

**WHEREAS** JSMS also agrees to provide Customer with access to certain proprietary technology (the "System") to facilitate the back-end processing of notices issued to registered owner(s) of vehicles determined to be violating a Program (each a "Notice of Violation"), pursuant to the terms of this Agreement;

NOW THEREFORE, the parties mutually agree as follows:

### 1. AGREEMENT TERM; TERMINATION

1.1. The Agreement shall terminate five (5) years from the date of final signature unless terminated pursuant to the terms of the agreement.

1.2. For the purposes of the Contract:

"Term" means the period of time from the Effective Date as stated in this Master Services Agreement to and including the earlier of: (i) the Expiration Date of the initial or optional terms or (ii) the date of termination of the Contract in accordance with its terms; and

"Effective Date" means the date of the final signature following the approval of the City of Santa Fe Governing Body.

"Expiration Date" means five (5) years from the date of final signature following the approval of the City of Santa Fe Governing Body.

1.3. **Termination by Agreement.** This Agreement may be terminated at any time by the mutual written agreement of JSMS and Customer.

1.4. **Termination for Cause.** Either party may terminate this Agreement or any Service Attachment, as applicable, for cause if: (a) the other party has breached its obligations under the Agreement or the Service Attachment, as applicable; (b) applicable state law is amended, or a state agency adopts a rule or other requirement to prohibit or substantially restrict the operation of automated traffic law or code enforcement systems described in a Service Attachment, including the Equipment and System being provided by JSMS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable

law or cannot otherwise be used to enforce Notices of Violation. The terminating party must provide thirty (30) days advance written notice to the other party of its intent to terminate, which notice must include the reasons for the termination. In the case of a breach of this Agreement or a Service Attachment, the notice must provide the other party with an opportunity to cure the breach during the thirty (30) day period following receipt of the notice. Notwithstanding the foregoing, in the event of termination based upon (b) or (c) above, JSMS or Customer may suspend the Services described in such Service Attachment, immediately upon the effective date of such amendment or ruling, as applicable.

1.5. **Termination by Customer.**

A. **Default and Force Majeure.** The City reserves the right to cancel all, or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

B. **Termination.**

1. **Grounds.** The City may terminate this Contract for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor, or their designee as authorized by the Governing Body. The Contractor may only terminate this Contract based upon the City's uncured, material breach of this Contract.

2. **Notice: City Opportunity to Cure.**

- i. The City shall give the Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- ii. Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Contract upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City 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 City 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.
- iii. Notwithstanding the foregoing, this Contract 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 City; (ii) if, during the

term of this Contract, the Contractor is suspended or debarred by the City; or (iii) the Contract is terminated pursuant to "Appropriations", of this Contract.

3. **Appropriations.** The terms of this Contract, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.
4. **Liability concerning termination.** Except as otherwise expressly allowed or provided under this Contract, the City'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 Contract. 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 CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS CONTRACT.

1.6. **Effect of Termination.** On the termination date (if this Agreement is terminated for convenience pursuant to Section 1.4) or on the first day after any other date of termination or expiration of this Agreement ("Effective Date of Termination"), the Services shall cease immediately. The following Sections of the Agreement shall survive any termination or expiration of the Agreement: 1.5 (Effect of Termination), 1.6 (Removal of Equipment), 2.1 (Service Fees), 3.8 (Storage of Violation Data), 5.2 (Ownership; Licenses), 5.3 (Indemnification Obligations), 5.4 (Limitation of Liability), 5.9 (Applicable Law; Jurisdiction and Venue), and 5.14 (Notices). Notwithstanding the foregoing, unless otherwise prohibited by law, JSMS will continue to process Program violations detected or issued pursuant to this Agreement prior to the Effective Date of Termination until such violation is dismissed by Customer, payment is made, or judgment is entered by a court.

1.7. **Removal of Equipment.** Within forty-five (45) days following the Effective Date of Termination, JSMS shall retrieve all Equipment from Customer. Customer shall not charge any storage fees for the Equipment during this period.

## 2. COMPENSATION

In consideration for the Services, Customer shall pay JSMS as follows:

- 2.1. **Service Fees.** Customer shall pay JSMS those fees set forth in one or more Service Attachments (the "Service Fees").
- 2.2. **Service Fees Payment.**
  - 2.2.1. **Invoicing.** JSMS shall provide an itemized invoice to Customer within ten (10) days of each revenue sweep from the Master Account to a Customer-designated account as described

in Section 3.7. Each invoice shall indicate the total amounts collected pursuant to each Service Attachment and the Service Fees deducted by JSMS from such amounts.

2.2.2. **Fees are Sole Compensation.** Except as explicitly set forth in a Service Attachment, the Service Fees, any Termination Fees, and any Credit Card Convenience Fees, as defined in Section 3.6, shall be JSMS's sole compensation for the Services. All costs and expenses associated with the supply, installation, commissioning, operation, maintenance, repair, replacement, and removal of the Equipment and maintenance of the System shall remain the responsibility of JSMS unless otherwise set forth in a Service Attachment.

### 3. SCOPE OF SERVICES

- 3.1. **JSMS Project Manager.** JSMS will designate one JSMS employee as Customer's principal contact at JSMS ("JSMS Project Manager").
- 3.2. **Services; System Operation.** JSMS shall perform the Services in accordance with the Business Rules, as defined in Section 4.4. JSMS shall operate the System on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled downtime, and Force Majeure as set forth in Section 5.5. The System shall utilize commercially reasonable security protocols and shall be accessible by end-users over the internet through supported web browsers.
- 3.3. **System Upgrades.** In the event JSMS makes upgrades to the software or related performance capabilities of the System generally available to its customers, JSMS will provide such upgrades without charge to Customer.
- 3.4. **Customer Personnel Training.** On days and at times agreed by the parties, JSMS will provide training to Customer personnel designated by Customer with respect to accessing and using the System. JSMS may make available to Customer certain written materials to support Customer personnel use of the System (the "Training Materials").
- 3.5. **Notices of Violation.** Except for Notices of Violation issued by Customer personnel at the time of violation, JSMS shall issue a Notice of Violation to the registered owner(s) of each vehicle identified by Customer personnel as described in a Service Attachment, in a form and manner approved by Customer. With respect to any registered owner(s), or an individual designated by a registered owner as the violator if permitted by applicable law, who has not paid a Notice of Violation in a timely manner, JSMS may send additional notices thereafter as further described in a Service Attachment for an additional cost.
- 3.6. **Payment Methods; Telephone Support.** JSMS shall provide the registered owner(s) or designated violator the opportunity to pay or contest a Notice of Violation using one of the following methods: "by web," "by telephone," and "by mail." To the extent permitted by applicable law, JSMS may pass through to registered owners any reasonable credit card convenience fees imposed upon JSMS by its suppliers for violations paid by credit card ("Credit Card Convenience Fee"). Registered owners may remit payment to JSMS by mail in the form of a money order or check drawn upon a U.S. bank in order to avoid paying the Credit Card Convenience Fee. Customer shall have no obligation for the payment of any Credit Card Convenience Fee. Additionally, JSMS will maintain a toll-free telephone number for registered owners to discuss Notices of Violation and make payments, with hours of **8:00 a.m. to 5:00 p.m. (Eastern) Monday through Friday, not including state and federal holidays.**

- 3.7. **Deposit of Fines.** JSMS will collect Notice of Violation fines from those who voluntarily pay and shall have authority to receive such payments and endorse checks, drafts, money orders and other negotiable instruments which may be received in payment on Customer's behalf. JSMS will place such amounts in a separate account with a banking institution approved by Customer ("Master Account"). The Master Account shall be established in a manner which permits: (a) funds to be swept to a Customer-designated bank account by JSMS; and (b) for Customer to have viewing rights to the Master Account. JSMS will sweep Notice of Violation fines from the Master Account to the Customer-designated bank account on or around the 1<sup>st</sup> and the 15<sup>th</sup> of each month, provided, however, that JSMS shall deduct from each funds sweep those Service Fees owed by Customer for the Services pursuant to Section 2.
- 3.8. **Storage of Violation Data.** JSMS will store all violation data for three (3) years after payment or final adjudication of such violation or such other period as required by applicable law. Customer shall have reasonable access to the violation data during the storage period.
- 3.9. **NLETS Requirements.** All authorized JSMS or subcontractor personnel reviewing vehicle information database or other program obtained via the National Law Enforcement Telecommunications System ("NLETS") on behalf of Customer shall comply with all applicable federal, state and NLETS requirements.
- 3.10. **Reports.** The System shall include functionality that permits Customer to run reports with regard to the functioning of the System, including but not limited to the number of Notices of Violation issued and paid, the aggregate amounts paid by registered owners or designated violators, the number of contested Notices of Violation, the amount of scheduled and unscheduled downtime of the System, and such other data as set forth in a Service Attachment or reasonably requested by Customer.
- 3.11. **Public Awareness.** JSMS shall assist and support Customer's efforts in public education and awareness programs, by providing information including, but not limited to, violation statistics and violation statistic improvements. JSMS shall provide Customer with a pamphlet that Customer may reproduce and distribute to Customer residents (each a "Pamphlet"). The Pamphlet, which may be customized to include branding provided by Customer, shall include a description of the operation of the System in non-technical terms.
- 3.12. **Insurance.** JSMS shall, during the Term of this Agreement, maintain insurance coverage in at least the minimum amounts set forth in this Section 3.12.

3.12.1. Workers' Compensation and Employer's Liability with limits not less than:

Workers' Compensation:	Statutory
Employer's Liability:	\$500,000 ea. accident-injury
	\$500,000 ea. employee-disease
	\$500,000 disease-policy

This insurance shall provide that coverage applies to the state in which Customer is located.

3.12.2. Comprehensive Motor Vehicle Liability with limits for vehicles owned, non-owned, or rented of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.3. Comprehensive General Liability with limits not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit.

3.12.4. Umbrella Liability with limits not less than \$2,000,000 Bodily Injury and Property Damage Combined Single Limit. This policy shall apply in excess of the limits stated in Sections 3.12.1 through 3.12.3 above.

3.12.5. JSMS shall list Customer as an additional insured under all of the policies described in this Section 3.12 and shall file with Customer certificates of insurance reflecting the minimum insurance coverage and limits provided in this Section 3.12 prior to commencing work on the System.

#### **4. CUSTOMER RESPONSIBILITIES**

4.1. **Customer Project Manager.** Customer will designate one Customer employee as JSMS's principal contact at Customer ("Customer Project Manager").

4.2. **Cooperation.** Customer will cooperate with JSMS during all aspects of the planning, installation, implementation, and operation of the Equipment and the System and perform any other Customer obligations set forth in this Agreement and in any Service Attachments attached hereto.

4.3. **Access to Information Services.** To the extent required by NLETS or other data provider agreed by the parties, Customer will provide written authorization (in a form reasonably acceptable to Customer) for JSMS to perform motor vehicle ownership inquiries on behalf of Customer.

4.4. **Business Rules.** Customer will establish and document certain Program parameters as reasonably requested by JSMS (the "Business Rules"). Customer will provide JSMS with at least sixty (60) days' written notice of any proposed changes to the Business Rules. Business Rules shall be deemed Program Data, as defined in Section 5.2.1.

4.5. **Collection of Unpaid Fines.** For any Services for which JSMS is compensated based on Notices of Violation fines or other fees paid by violators, Customer agrees to take collections action against those registered owners or designated violators that fail to pay or contest a Notice of Violation as set forth in Section 3.7. Customer may retain a third-party collections agency or law firm to recover the fines, including collections costs and expenses, or retain JSMS to perform such collections activities pursuant to a Collections Service Attachment. Any amounts collected through the collections process described in this Section 4.5 will be included in total Notice of Violation fines collected for the purposes of calculating Service Fees, if applicable.

#### **5. GENERAL PROVISIONS**

##### **5.1. Representations and Warranties.**

5.1.1. JSMS represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and any Service Attachment;
- b. the Equipment will conform with all written specifications provided by JSMS to Customer;
- c. the Services described herein will be performed in a workmanlike and professional manner with due care and skill;
- d. it will perform the Services in compliance with all applicable federal, state, and local laws including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification

including without limitation the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*;

- e. it is not barred by law from contracting with Customer or with any other unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Department of Revenue in the state in which Customer is located unless JSMS is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or (ii) any finding of recovery made against JSMS by the Auditor of such state;
- f. the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to Customer prior to the execution of this Agreement and that this Agreement is made without collusion with any other person, firm, or corporation; and
- g. neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specifically Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specifically Designated National and Blocked Person. JSMS *further* represents and warrants to Customer that JSMS and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly, or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specifically Designated National and Blocked Person.

5.1.2. Customer represents and warrants that at all times during the Term:

- a. it has the legal power to enter into the Agreement and that it has complied with any and all applicable federal, state, and local procurement requirements in connection therewith;
- b. it has the legal right to grant the licenses set forth in Section 5.2.3, and
- c. it will establish Business Rules, and utilize the Services and the System, in compliance with all applicable federal, state, and local laws.

5.1.3. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 5.1:

- a. THE PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.
- b. JSMS MAKES NO WARRANTY THAT THE SERVICES, THE EQUIPMENT OR THE SYSTEM WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICES AND SYSTEMS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES JSMS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, THE EQUIPMENT OR THE SYSTEM. THE PROGRAM DATA AND PROGRAM MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND.

## **5.2. Ownership; Licenses.**

- 5.2.1. **Program Data.** Customer shall retain all right, title and interest in and to any information, data, study findings, or report content created by JSMS related specifically to the Program or its operation ("Program Data"). Customer grants to JSMS: (a) a non-exclusive, worldwide, royalty-free, fully paid up, sublicensable, non-transferrable right and license during the Term to copy, distribute, display and create derivative works of and use Program Data solely to perform the Services; and (b) a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, fully paid up, right and license to use Program Data solely in an aggregated, de-identified and/or anonymized format such that Customer, its personnel and violators are not identified, in order to evaluate and enhance JSMS 's systems and services. JSMS and its affiliates may identify Customer as an entity utilizing the Services and the System in its marketing materials, including but not limited to its website and proposals to perform the same or similar Services for others, without the prior written consent of Customer.
- 5.2.2. **Program Materials.** JSMS shall retain all right, title and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of JSMS), templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by JSMS in performing services for its clients ("Program Materials"). JSMS grants to Customer a non-exclusive, royalty-free, fully paid up, non-sublicensable, non-transferrable right and license during the Term to create a limited number of copies, distribute, display, and create derivative works of and use, Program Materials solely by its authorized personnel for Customer's internal use in connection with the Services.
- 5.2.3. **Customer Marks.** Customer hereby grants to JSMS and its affiliates a non-exclusive, non-transferable, sublicense during the Term to use, reproduce, display, and distribute the Customer name, seal, logo, domain name and other marks owned or controlled by Customer ("Customer Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. JSMS will provide Customer the opportunity to review and approve all uses of the Customer Marks. Notwithstanding the foregoing, JSMS and its affiliates may identify the Customer as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of Customer. Nothing in this Agreement grants the Customer any right to use the name, logo, or other marks of JSMS or its affiliates except as incorporated in Program Data and Program Materials, or otherwise with the prior written consent of JSMS.

5.3. intentionally left out

5.4. **LIMITATION OF LIABILITY.** EXCEPT FOR AMOUNTS PAYABLE WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 5.3: (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THE AGREEMENT, THE SERVICES, OR THE SYSTEMS, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY; AND (B) THE AGGREGATE LIABILITY OF EITHER PARTY FOR DIRECT DAMAGES ARISING OUT OF THE AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE LIMITED TO THE SERVICE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SERVICE ATTACHMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH CLAIM.

5.5. **Force Majeure.** Neither party shall be liable for delays in the performance of its obligations hereunder due to a Force Majeure Event. "Force Majeure Event" means conditions or other circumstances, such as acts of God, that: (a) were not foreseen, and could not have been reasonably foreseen, by the party obligated to perform, (b) are beyond the control of the party obligated to perform, and (c) materially hinder or interfere

with the ability of the party obligated to perform to complete performance; provided, however, that no such condition or circumstance will be a Force Majeure Event if it is the result of the fault, negligence, or material breach of this Agreement by the party obligated to perform. Examples of Force Majeure events include wars, floods, strikes and labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, severe adverse weather conditions not reasonably anticipated, and delays in permitting.

- 5.6. **Relationship Between JSMS and Customer.** JSMS is an independent contractor. This Agreement does not create, and nothing in this Agreement may be deemed, construed, or applied to create a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. Further, this Agreement does not permit either party to incur any debts or liabilities or obligations on behalf of the other party, except only as specifically provided herein.
- 5.7. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, JSMS may assign the Agreement to an affiliate or in connection with a merger or sale of substantially all of the assets related to the Agreement, and JSMS may use third party contractors to fulfill its obligations to provide certain Services provided that JSMS shall be responsible for the performance of such subcontractors in accordance with the terms of this Agreement. The Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 5.8. **Escalation Procedure.** The following procedure will be followed if resolution is required to a conflict arising during the performance of this Agreement:
  - 5.8.1. When a conflict arises between Customer and JSMS, the project team members will first strive to work out the problem internally.
  - 5.8.2. If the project team cannot resolve the conflict within five (5) business days, Customer Project Manager identified pursuant to Section 4.1 and the JSMS Project Manager identified pursuant to Section 3.1 will meet to resolve the issue.
  - 5.8.3. If the conflict is not resolved within five (5) business days after being escalated to the Project Managers, a senior executive of JSMS will meet with senior level administrator for Customer within five (5) days to resolve the issue.
  - 5.8.4. If no resolution is reached pursuant to Section 5.8.3, the parties may mutually agree to terminate the Agreement pursuant to Section 1.2 or seek any available legal or equitable remedies.
  - 5.8.5. During any conflict resolution as described in this section 5.8, JSMS agrees to provide the Services relating to items not in dispute, to the extent practicable, pending resolution of the conflict. Customer agrees to pay invoices per the Agreement.
- 5.9. **Applicable Law; Jurisdiction and Venue.** This Agreement is governed by and construed in all respects in accordance with the laws of the state in which Customer is located, without regard to any conflicts of laws rules. Any lawsuit arising out of or in connection with this Agreement must be filed in a state or federal court of competent jurisdiction in the state in which Customer is located, and both parties specifically agree to be bound by the jurisdiction and venue of such courts.

- 5.10. **Entire Agreement; Amendment.** This Agreement and its Service Attachments constitutes the entire agreement between the parties about the Services and supersedes all prior and contemporaneous agreements or communications. This Agreement and any Service Attachment may only be amended by a writing specifically referencing the section of the Agreement or Service Attachment to be amended and which has been signed by authorized representatives of the parties.
- 5.11. **Counterparts.** This Agreement may be signed in one or more counterparts, each of which will be deemed to be an original and all of which when taken together will constitute the same Agreement. Any copy of this Agreement made by reliable means (for example, photocopy or electronic mail) is considered an original.
- 5.12. **Enforceability.** If any term in this Agreement is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Agreement will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Agreement.
- 5.13. **Waiver.** An effective waiver under this Agreement must be in writing signed by the party waiving its right. A waiver by either party of any instance of the other party's noncompliance with any obligation or responsibility under this Agreement will not be deemed a waiver of subsequent instances.
- 5.14. **Notices.** Any notices provided pursuant to this Agreement shall be effective three days after deposit in the U.S. Mail if sent by Certified Mail Return Receipt Requested, or immediately if by in-person delivery or confirmed electronic mail, to the parties at the addresses first set forth herein.

## **Automated Traffic Enforcement Services Attachment**

Automated Traffic Enforcement Services Attachment is incorporated into, and governed by the terms of, the Master Services Agreement preceding. In the event of a conflict between the terms of the Master Services Agreement and this Services Attachment, the terms of this Services Attachment shall prevail solely with respect to the Services described herein. All capitalized terms not otherwise defined herein shall have the meaning given such terms in the Master Services Agreement.

### **1. SERVICES FEES**

- 1.1. **Speed and Noise Enforcement Services.** A fee of 35% per paid citation (not including Credit Card Convenience Fees, if any).
- 1.2. **Fixed Camera Relocation Fee.** A fee equal to be mutually agreed by the parties in the event of certain relocations of a Camera described in Section 2.3 of this Service Attachment ("Camera Relocation Fee").
- 1.3. **Subsequent Notice Fee.** For each Third Subsequent Notice (defined in Section 2.7 of this Service Attachment) sent by JSMS, and any necessary notices sent thereafter at Customer's request, a fee equal to \$ 5.00 (a "Subsequent Notice Fee").
- 1.4. **Termination Fee.** There is no Termination Fee if Customer terminates this Service Attachment.
- 1.5. **Minimum Deployment and Compensation.** To ensure the economic viability of this revenue-sharing model, the Customer agrees to a minimum deployment rate. The Customer shall ensure that the Systems are actively deployed for traffic enforcement in public spaces for at least 80% of the total monthly operational hours (calculated as 24 hours per day, 7 days a week).
- 1.6. **Automated License Plate Reader; Terms.** JSMS will provide ALPR services for the first year of the contract at no cost to the Customer. Customer may elect to continue the ALPR services after the first year at a cost of \$3,500.00 per camera per year.

### **2. SCOPE OF SERVICES**

- 2.1. **Equipment.** JSMS shall install, operate, and maintain a mutually agreed to number of traffic enforcement cameras and related systems (each a "Camera" or "System") on mobile transportable devices or as mutually agreed to at fixed locations in accordance with JSMS standard installation and maintenance practices. The enforcement systems provided under this Section may consist of Jenoptik's Vector SR or other speed enforcement technologies and may include, upon mutual agreement, any other traffic law enforcement offerings provided by JSMS, such as red light enforcement, average speed (point-to-point), combined red light and speed detection, school zone enforcement, sound and signal detection, or other compatible detection and enforcement services supported by Jenoptik's current product portfolio.

#### **2.2. Camera Installation.**

- A. Camera Poles.** JSMS will install Fixed Cameras on Customer owned or controlled poles at enforcement locations mutually agreed by JSMS and Customer based upon community safety considerations. In the event that there is no feasible pole located at an identified location, Customer may elect to install a pole as described in Section 3.3 of this Service Attachment, or JSMS will install a pole at such location subject to the additional terms and conditions set forth in Exhibit A (each a "Camera Pole").

- B. Mobile Transportable Devices-Movement by Customer.** JSMS will train one (1) or more Customer personnel in how to move a mobile transportable device to a new location, including how to set up enforcement zone signage, park the trailer and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. The movement of a mobile transportable device and associated alignment and set up will be at no cost to the Customer.
- 2.3. **Relocation by JSMS.** Customer may relocate a Fixed Camera once during the Initial Term or any Renewal Term at no cost to Customer as long as such relocation does not require the installation of a Camera Pole. If Customer requests that a Camera be relocated more than once during any Initial Term or Renewal Term to a Customer owned or controlled pole, Customer will incur a Camera Relocation Fee as set forth in Section 1.3 of this Service Attachment. Upon ten (10) days prior written notice from Customer, JSMS will move a Camera to a new location identified by Customer. If Customer requests that an installed Camera be relocated to a location that requires the installation of a Camera Pole at any time, JSMS may charge Customer a reasonable Service Fee for such installation ("Camera Pole Installation Fee").
- 2.4. **Relocation Training.** Customer may elect to have JSMS train one (1) or more Customer personnel in how to move an installed a Fixed Camera to a new location, including how to attach and align the Camera, as well as how to coordinate with JSMS personnel for necessary technical adjustments for a new Camera location. Once Customer designees have completed such training, upon seven (7) days prior written notice from Customer, such designees may relocate a Camera on a mutually agreed date and time in accordance with such training to a location with a viable Camera pole. Customer shall be responsible for any damage to a JSMS Camera incurred during any relocation by Customer.
- 2.5. **24-Hour Operation.** JSMS shall operate the Equipment on a continuous, 24-hour basis, seven (7) days per week, except for reasonable scheduled and unscheduled maintenance and repairs, as set forth in Section 2.8 of this Service Attachment, and Force Majeure as set forth in Section 5.5 of the Agreement. For the first thirty (30) days after the first Equipment components are activated, Customer may elect to issue warning notices rather than Notices of Violation ("Warning Period").
- 2.6. **Images and Data Processing.** JSMS will: (a) upload encrypted violation images and embedded violation data from the Cameras to the System; (b) correlate images and data with motor vehicle records, and (c) assemble the images and data for each violation detected by a Camera that meets the business rules provided by Customer into an electronic package accessible through the System (each a "Violation Package"). JSMS will use commercially reasonable efforts to complete these activities within twenty (20) days of the date of violation.
- 2.7. **Notices of Violation.** Within ten (10) days of approval of a Notice of Violation by Customer pursuant to Section 3.1 of this Service Attachment, JSMS shall issue a Notice of Violation, including images and data of the violation, to registered owners of vehicles identified in the Violation Package by first class mail. The System shall allow the registered owner(s) to review the images and data related to the notice of violation, through the web-portal by using a unique identifier code included in the Notice of Violation. If a registered owner disputes responsibility for a violation and identifies a different violator in a manner agreed by Customer, then JSMS will reissue the Notice of Violation to that different violator within ten (10) days after such identification. With respect to any Notice of Violation that is not paid or contested within forty-five (45) days of mailing of the Notice of Violation, JSMS may send additional notices thereafter, in a form mutually agreed upon by the parties (each a "Subsequent Notice"). JSMS shall provide reasonable aid and assistance in the prosecution of Notices of Violation issued hereunder, including the provision of fact

witnesses, as may be required in a court or quasi-judicial panel of competent jurisdiction, at no additional charge to Customer.

- 2.8. **Equipment Maintenance and Repair.** JSMS shall maintain the Equipment and shall promptly repair or replace any damaged or defective components at its own expense, except if the damage was caused by the negligent operation of a Customer owned or controlled vehicle. JSMS shall perform preventative maintenance and cleaning of Equipment components on a regular basis, including review and testing of Camera settings and operation, communications, and other Equipment components. JSMS will use commercially reasonable efforts to notify Customer and initiate repairs within seventy-two (72) hours after identification of any material damage, defect, or other issue with respect to the Equipment.
- 2.9. **Signage.** As required by State legislation and local governing ordinance, JSMS will provide and install necessary signage at no cost to Customer informing inbound traffic that Customer utilizes traffic law photo-enforcement devices to enforce traffic laws. For mobile transportable devices, JSMS will provide the signage and Customer will place signage in enforcement zone. JSMS shall provide and install additional signage as requested by Customer and agreed by JSMS at Customer's expense.
- 2.10. **Traffic Studies.** If agreed in writing by JSMS and Customer, JSMS will conduct an informal traffic study for proposed enforcement locations (each a "Traffic Study"). Any reports resulting from a Traffic Study will be considered Program Data, as defined in Section 5.2.1 of the Master Services Agreement. Notwithstanding anything to the contrary in Section 5.1 of the Agreement, the Traffic Study and any resulting reports are provided "as-is" with no warranties of any kind.

### 3. CUSTOMER RESPONSIBILITIES

- 3.1. **Review of Violations.** Customer will provide designated Customer personnel to carefully review each Violation Package to determine whether: (a) the violation is approved, and a Notice of Violation can be mailed; or (b) the violation is rejected. If the violation is rejected, the Customer Project Manager, identified pursuant to Section 4.1 of the Master Services Agreement, will report to JSMS the basis for the rejection. Customer is solely responsible for determining which violations identified by JSMS are issued as Notices of Violation.
- 3.2. **Customer Infrastructure.** Customer will maintain any traffic control devices at enforced locations in good working order and ensure that stop lines or speed zones are clearly marked, as applicable. For Customer owned or controlled poles, Customer will provide JSMS with access to such poles, and electricity for operation of the Cameras on such poles, at no charge to JSMS.
- 3.3. **Camera Pole Installation by Customer.** In the event Customer elects to install a JSMS-provided Camera Pole as contemplated by Section 2.2 of this Service Attachment, Customer shall be responsible for obtaining all necessary permits and constructing a foundation in accordance with JSMS specifications. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Customer will commence installation of Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits or for Customer's delay in installation. Customer shall be responsible for any damage to a Camera Pole or Camera, or personal injury (including death) or damage to real or tangible personal property, resulting from the installation of a Camera Pole by Customer pursuant to this Section 3.3.

## **EXHIBIT A**

### Additional Terms and Conditions for Installation of Camera Poles

In the event that JSMS is required to install one (1) or more Camera Poles pursuant to Section 2.2 or 2.3 of the Service Attachment, the following additional terms and conditions shall apply:

- A. **Obtaining Permits.** JSMS shall prepare all permit applications, design drawings and other documents as may be reasonably required by Customer or any other governmental entity for the installation and operation of any applicable Camera Poles. Customer will provide to JSMS, at no cost, all Customer permits necessary for the installation of Camera Poles provided JSMS meets the minimum requirements for such permits. JSMS will use commercially reasonable efforts to obtain any other necessary permits for the Camera Poles from applicable agencies and shall pay all permit or other fees charged by such governmental entities in connection with the installation and operation of the Camera Poles. Customer will reasonably assist JSMS in securing necessary permits from other governmental agencies, as required.
  
- B. **Installation.** JSMS will commence installation of the Camera Poles within ten (10) business days after any and all necessary state, county or other permit applications have been approved and such permits have been received. JSMS shall not be responsible for any delays associated with the failure of any state or local government to promptly provide applicable permits. In the event any permitting agency requires one (1) or more upgrades to any traffic control infrastructure at any enforcement location where the Camera Pole will be installed, such upgrades shall be the sole responsibility of Customer. Installation of a Camera Pole in connection with the relocation of an installed Camera may be subject to a Camera Pole Installation Fee, as described in Section 2.3 of the Service Attachment.
  
- C. **Restoration of Locations.** Upon any expiration or termination of this Service Attachment, JSMS shall remove any Camera Poles installed pursuant to this Exhibit A and restore such locations to substantially the same condition as existed prior to such installation. Notwithstanding the foregoing, JSMS will not remove any pole foundation, which shall be left approximately flush with grade with no exposed bolts or other hazards. Installed underground conduit and other equipment shall not be required to be removed. JSMS shall use commercially reasonable efforts such that removal and restoration activities occur within forty-five (45) days after the Effective Date of Termination and do not unreasonably interfere with or adversely affect traffic flow.

**[Signature Page Follows]**

IN WITNESS WHEREOF, JSMS and Customer have caused this Agreement and the Service Attachment to be executed by their properly authorized representatives as of the Effective Date.

Agreed to:


**Jenoptik Smart Mobility Solutions, LLC**

By:   
Authorized signature

Finbarr O'Carroll  
President

Date: Apr 17, 2026

Attested to:

By:  Jeri Andersen (Apr 17, 2026 08:51:04 EDT)  
Authorized signature

**Jeri Andersen**

Name (type or print):

Date: Apr 17, 2026

Agreed to:

**The City of Santa Fe**

By: \_\_\_\_\_  
Authorized signature

Name: Michael Garcia

Title: Mayor

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Attested to:


By: \_\_\_\_\_  
Authorized signature

Geralyn Cardenas

Name (type or print):

Date: \_\_\_\_\_

Approved to Form and Legal Sufficiency:

By:  Christopher Ryan (Apr 17, 2026 07:27:44 MDT)  
Christopher Ryan, Senior Assistant City Attorney  
Date: Apr 17, 2026

Approved by Finance:

By:  ANDREA PHILLIPS (Apr 17, 2026 12:47:21 MDT)  
Andrea Phillips, Interim Finance Director

Date: 04/17/2026

## City of Santa Fe ADDENDUM

**This agreement incorporates the additional terms and conditions in the addendum between \_\_\_\_\_ (Contractor) and the CITY OF SANTA FE (City).**

### TERMINATION

This Agreement may be terminated by City upon 30 days written notice to the CONTRACTOR.

### INDEMNIFICATION

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

### NEW MEXICO TORT CLAIMS ACT

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.

### APPLICABLE LAW; CHOICE OF LAW; VENUE

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

### APPROPRIATIONS

The terms of this Agreement are 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 written notice being given by CITY to CONTRACTOR. The CITY's decision as to whether sufficient appropriations are available shall be accepted by CONTRACTOR and shall be final.

### RELEASE

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

**INSURANCE**

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

**THIRD PARTY BENEFICIARIES**

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than CITY and CONTRACTOR. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

**SEVERABILITY**

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

**[SIGNATURE PAGE TO FOLLOW]**

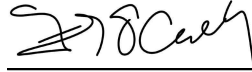
**Signature Lines required:**

City of Santa Fe:

\_\_\_\_\_  
Michael Garcia, Mayor

Date: \_\_\_\_\_

CONTRACTOR:



\_\_\_\_\_  
Name: Finbarr O'Carroll

Title: President

Date: Apr 17, 2026

Attest:

\_\_\_\_\_  
Geraldyn Cardenas, City Clerk

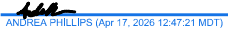
City Attorney's Office:



Christopher Ryan (Apr 17, 2026 07:27:44 MDT)

Christopher Ryan, Senior Assistant City Attorney

Approved for Finances:



ANDREA PHILLIPS (Apr 17, 2026 12:47:21 MDT)

Andrea Phillips, Interim Finance Director












# JSMS\_MSA\_Santa Fe Final

Final Audit Report

2026-04-17


Created:	2026-04-15
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACPdFGm0Ez0oLxZwASBg_shSegnvk6G3J

## "JSMS\_MSA\_Santa Fe Final" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2026-04-15 - 11:06:22 PM GMT- IP address: 63.232.20.2
-  Document emailed to Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com) for signature  
2026-04-15 - 11:08:05 PM GMT
-  Email viewed by Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com)  
2026-04-16 - 10:15:51 PM GMT- IP address: 104.47.17.190
-  Document e-signed by Finbarr O'Carroll (finbarr.ocarroll@jenoptik.com)  
Signature Date: 2026-04-17 - 12:29:52 PM GMT - Time Source: server- IP address: 146.112.49.138
-  Document emailed to finbarr.ocarroll@jenoptik.com for delegation  
2026-04-17 - 12:29:55 PM GMT
-  Email viewed by finbarr.ocarroll@jenoptik.com  
2026-04-17 - 12:47:02 PM GMT- IP address: 104.47.18.126
-  Document signing delegated to Jeri Andersen (jeri.andersen@jenoptik.com) by finbarr.ocarroll@jenoptik.com  
2026-04-17 - 12:49:23 PM GMT- IP address: 146.112.49.34
-  Document emailed to Jeri Andersen (jeri.andersen@jenoptik.com) for signature  
2026-04-17 - 12:49:23 PM GMT
-  Email viewed by Jeri Andersen (jeri.andersen@jenoptik.com)  
2026-04-17 - 12:49:50 PM GMT- IP address: 146.112.49.185
-  Document e-signed by Jeri Andersen (jeri.andersen@jenoptik.com)  
Signature Date: 2026-04-17 - 12:51:05 PM GMT - Time Source: server- IP address: 146.112.49.230
-  Document emailed to Christopher Ryan (cwryan@santafenm.gov) for signature  
2026-04-17 - 12:51:06 PM GMT

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2026-04-17 - 1:27:14 PM GMT- IP address: 104.47.65.254

 Document e-signed by Christopher Ryan (cwryan@santafenm.gov)

Signature Date: 2026-04-17 - 1:27:44 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2026-04-17 - 1:27:44 PM GMT

## RICO, TARA R.

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**From:** DUTTON-LEYDA, TRAVIS K.  
**Sent:** Monday, July 21, 2025 2:34 PM  
**To:** RICO, TARA R.  
**Cc:** Purchasing DET  
**Subject:** RE: Purchasing Determination request: Automated Traffic Enforcement services

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](mailto: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.

-Treasury (Point of Sale Systems) – questions: [drsena@santafenm.gov](mailto:drsena@santafenm.gov); [clromero@santafenm.gov](mailto:clromero@santafenm.gov). Request signature from: [clromero@santafenm.gov](mailto:clromero@santafenm.gov)

-IT components (everything IT) – questions: [ereview@santafenm.gov](mailto:ereview@santafenm.gov). Request signature from: [edcandelaria@santafenm.gov](mailto:edcandelaria@santafenm.gov);

Copy: [zxdushdurova@santafenm.gov](mailto:zxdushdurova@santafenm.gov); [lenobes@santafenm.gov](mailto:lenobes@santafenm.gov); [lfworstell@santafenm.gov](mailto:lfworstell@santafenm.gov)

-Vehicles – questions: [fleet@santafenm.gov](mailto:fleet@santafenm.gov). Request signature from: [dmjaramillo@santafenm.gov](mailto:dmjaramillo@santafenm.gov)

-Grants – questions: [grants@santafenm.gov](mailto:grants@santafenm.gov). Request signature from: [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)

- Construction, Facilities, Furniture, Fixtures, Equipment, etc. – questions: [fmdreview@santafenm.gov](mailto:fmdreview@santafenm.gov). Request signature from: [jsburnett@santafenm.gov](mailto:jsburnett@santafenm.gov)

-Emergency Related Purchases – questions [oem@santafenm.gov](mailto:oem@santafenm.gov)and. Request signature from: [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov)

-Asset over \$5k – questions: [accountspayable@santafenm.gov](mailto:accountspayable@santafenm.gov). Request signature from: [jxbolden@santafenm.gov](mailto:jxbolden@santafenm.gov)

- Ensure that the appropriate templates and forms are used [https://intranet.santafenm.gov/finance\\_1](https://intranet.santafenm.gov/finance_1) 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](mailto:purchasing_det@santafenm.gov)
  - All other requests to [purchasing@santafenm.gov](mailto: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](mailto:tkduttonleyda@santafenm.gov)

**Vendor Registration Sites and Current Procurement Opportunities:**

[Current] <https://santafenm.munisselfservice.com/vss/>

[Transitioning] <https://procurement.opengov.com/portal/santafenm>

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

Internal Link: [https://intranet.santafenm.gov/central\\_purchasing\\_division\\_cpd](https://intranet.santafenm.gov/central_purchasing_division_cpd)



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

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**From:** RICO, TARA R. <[trrico@santafenm.gov](mailto:trrico@santafenm.gov)>  
**Sent:** Friday, July 18, 2025 12:02 PM  
**To:** Purchasing DET <[purchasing\\_det@santafenm.gov](mailto:purchasing_det@santafenm.gov)>  
**Subject:** Purchasing Determination request: Automated Traffic Enforcement services

*Good afternoon,*

*Please provide a determination for the scope of work below*

1. *Provide hardware and software to photographically capture violations of the STOP Ordinance and Noise Ordinance. The contractor will provide the City with upgrades to software or hardware at no additional cost.*
2. *Establish a relationship with the New Mexico Taxation and Revenue Department, Motor Vehicle Division (MVD) to enable the Contractor to access the MVD records to identify the registered owner of vehicles violating the STOP Ordinance and Noise Ordinance.*

3. *Provide a speed verification mechanism that ensures accurate speed measurements, separate from the camera speed devices and/or vehicles.*
4. *Provide a sound verification mechanism that ensures accurate sound measurements, separate from the camera sound devices and/or vehicles.*
5. *Provide services for identifying the ownership of the vehicle involved in the violation. Print and mail STOP Fine Notices and Notices of Default to violators of the STOP Ordinance and Noise Ordinance, in a format approved by the City.*
6. *Provide at least one photograph of the violation printed on the STOP Fine Notice.*
7. *Meet the time limits on the processing of violations (including detection, providing images and video to the City for approval, mailing, and processing monies received) as specified in the Ordinance and applicable statute.*
8. *Calculate the amount due for a STOP and/or Noise Fine and for applicable late fees (based on the City Ordinance/s), place that amount on the STOP and/or Noise Fine Notice and publish the amount due on an Internet-accessible location for the violator to view.*
9. *Provide access to the video of the violation to the City.*
10. *Upon the City's request, provide training for the users of the system.*
11. *Provide access to designated City employees to view the video of each violation to gauge whether a violation occurred, prior to the issuance of a STOP Fine Notice.*
12. *Provide quality control so that a City employee is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records.*
13. *Facilitate the City's acceptance of payments from violators for amounts due based on STOP Fines and applicable late fees.*
14. *Provide a list to the City of Santa Fe of all outstanding violator amounts owed to the City on quarterly basis.*
15. *Facilitate the collection of all outstanding amounts owed to the City. The City of Santa Fe reserves the right to be responsible for the collection of all outstanding amounts via a third-party collection organization.*
16. *Upon issuance of a STOP Fine Notice, provide access to the video (captured at the time of violation) to the City, r City Administrators, violators, and members of the general public from any Internet-connected computer..*
17. *Enable the City, Hearing Officers, and others as designated by the City to log onto the Internet-based system to change the status of a violator's record (e.g. "Hold during pendency of hearing without calculating default"; "Found responsible (at hearing)"; etc.)*
18. *Provide images and full motion video sufficient to allow a minimum of a 75% issuance rate, defined as the percentage of STOP Fines issued out of the total number of violations captured.*
19. *Provide auditable results of the number of violations captured and the number of violations that were unusable based on (1) obscured view, paper license plate, ineffective flash, environmental factors, etc., (2) equipment failure, or (3) inability to match license plate to MVD records.*
20. *Provide and maintain data collected during Agreement in regards to all STOP Fine Notices and/or violations in accordance with the data retention schedule set forth on Exhibit "B" and understand that all data is official record of the City of Santa Fe.*
21. *Maintain proper safeguards in place to prevent access, viewing, transmitting, providing or selling of data, photographs, video, or any other material created or captured during the course of business for the STOP Program to third parties, unless explicitly provided permission by the City of Santa Fe.*



Tara R. King, Project Specialist



## Services Offered to the City of Santa Fe (updated 4.16.26)

### 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
- Security Guard Services
- 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>