



AGENDA

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
JANUARY 20, 2021
5:00 PM
ATTEND VIRTUALLY

SPECIAL PROCEDURES FOR QUALITY OF LIFE COMMITTEE MEETING

Attendance: In response to the State's declaration of a Public Health Emergency, the Mayor's Proclamation of Emergency, and the ban on public gatherings of more than five (5) people, the Quality of Life Committee meeting will be conducted virtually.

Viewing: Members of the public may stream the meeting live on the City of Santa Fe's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. The YouTube live stream can be accessed at this address from most smartphones, tablets, or computers.

The video recording of this meeting will also remain available for viewing at any time on the City's YouTube channel at <https://www.youtube.com/user/cityofsantafe>. Staff is available to help members of the public access pre-recorded meetings on-line at any time during normal business hours. Please call 955-6521 for assistance.

Agenda: The agenda for the meeting will be posted at <https://santafe.primegov.com/public/portal>.

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **APPROVAL OF AGENDA**
4. **APPROVAL OF CONSENT AGENDA**
5. **APPROVAL OF MINUTES**
 - a. Approval of the December 2, 2020 Quality of Life Committee Meeting Minutes.
6. **ACTION ITEMS: CONSENT**



City of Santa Fe

AGENDA

REGULAR MEETING OF
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-
- a. Request for the Approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, dba Verra Mobility for Providing Equipment and Services for the Santa Fe Traffic Operations Program (STOP); American Traffic Solutions, Inc, dba Verra Mobility; Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

Committee Review:

Finance Committee: 1/4/21

Quality of Life Committee: 1/20/21

Governing Body: 1/27/21

- b. Consideration of Bill No. 2021-__: An Ordinance Relating to the City of Santa Fe Uniform Traffic Ordinance (“UTO”); Amending Various Sections to Insert a Clause Stating that a Person who Violates a Provision of the Particular Section is Guilty of a Penalty Assessment Misdemeanor; Creating a New Subsection 12-6-12.2A to Establish a Charge for Driving While Intoxicated with a Minor in the Vehicle; Amending Subsection 12-6-12.6 to Remove References to Driving When Privilege to do so Has Been Revoked; Creating a New Subsection 12-6-12.6A to Establish a Charge for Driving While License is Administratively Suspended; Creating a New Subsection 1-6-12.6B to Establish a Charge for Driving When the Privilege to do so Has Been Revoked; Amending Subsection 12-6-13.11 to Establish a Fine for Littering; Amending Subsection 12-10-4.1 to Permit the Use of a Portable Electronic Device to Show Proof of Insurance; Amending Schedule A of the UTO to Add the Fines Associated with the Addition of the Penalty Assessment Misdemeanor Provisions; and Amending Section 24-1.1 SFCC 1987 to Add the UTO as an Exhibit A to the end of Chapter 24, SFCC 1987. (Councilor Rivera) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

Committee Review:

Finance Committee: 1/19/21

Quality of Life Committee: 1/20/21

Governing Body (request to publish): 1/27/21

Governing Body (public hearing): 2/24/21

- c. Consideration of Resolution No. 2020-__: A Resolution Re-Establishing the Bicycle and Trail Advisory Committee. (Councilors Garcia and Vigil-



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JANUARY 20, 2021
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Coppler) (Romella Glorioso-Moss, Projects Administrator, rsglorioso-moss@santafenm.gov, 955-6623)

Committee Review:

Finance Committee: 1/19/21

Quality of Life Committee: 1/20/21

Governing Body: 1/27/21

- d. Consideration of Resolution No. 2020-__: A Resolution in Support of Senate Resolution 372 and House Resolution 835 and in Support of the 30 by 30 Campaign to Protect 30 Percent of Lands and Ocean by 2030. (Mayor Webber) (Neal Denton, Sustainability Planner, nhdenton@santafenm.gov, 955-2229)

7. **PRESENTATIONS**

- a. City Initiatives and Programs on Affordable Housing (Elias Isaacson, Planning and Land Use Director: esiasaacson@santafenm.gov, 505-955-6730; Alexandra Ladd, Director, Office of Affordable Housing: agladd@santafenm.gov, 505-303-9868; Kyra Ochoa, Director, Community Services Department, krochoa@santafenm.gov, 955-6603)

8. **MATTERS FROM STAFF**

9. **MATTERS FROM THE COMMITTEE**

10. **MATTERS FROM THE CHAIR**

11. **NEXT MEETING: February 3, 2021**

12. **ADJOURN**

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.



MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
DECEMBER 02, 2020
5:00 PM
VIRTUAL MEETING

1. **CALL TO ORDER**

Start Time: 5:01 PM

2. **ROLL CALL**

Members Present:

Councilor Carol Romero-Wirth
Councilor Renee Villarreal
Councilor Michael Garcia
Councilor Jamie Cassutt-Sanchez
Councilor Chris Rivera

Members Excused:

Others Attending:

Jennifer Faubion, Council Liaison
Jesse Guillen, Legislative Liaison
Kyle Mason, Attendee
Regina Wheeler, Attendee
Gino Rinaldi, Attendee
Kyle Hibner, Attendee
Julie Sanchez, Attendee
Liz Camacho, Attendee
Rich Brown, Attendee
Eli Isaacson, Attendee
Alan Webber, Attendee

3. **APPROVAL OF AGENDA**

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Rivera, to approve the agenda as presented.



MINUTES

REGULAR MEETING OF
THE QUALITY OF LIFE
COMMITTEE
DECEMBER 02, 2020
5:00 PM
VIRTUAL MEETING

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

4. APPROVAL OF CONSENT AGENDA

Councilor Renee Villarreal moved items 6a and 6b from the consent agenda to the discussion agenda. Councilor Renee Villarreal wishes to co-sponsor items 6d and 6g.

Councilor Michael Garcia wishes to co-sponsor items 6d and 6g.

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the consent agenda as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

5. APPROVAL OF MINUTES

- a. Approval of November 4, 2020 Quality of Life Committee Minutes.

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Rivera, to approve the Minutes as presented.



MINUTES

REGULAR MEETING OF
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DECEMBER 02, 2020
5:00 PM
VIRTUAL MEETING

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia,
Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

6. ACTION ITEMS: CONSENT

- a. Request for Approval of 2020 Emergency Management Performance Grant in the Total Amount of \$175,160 for Salary and Benefits. New Mexico Department of Homeland Security and Emergency Management. (Kyle Mason, Emergency Management Director: kamason@santafenm.gov | 505-955-6704)

COMMITTEE REVIEW:

Quality of Life Committee: 12/2/20

Finance Committee: 1/4/21

Governing Body: 2/1/21

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the Grants as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia,
Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

- b. Consideration of Resolution No. 2020-__: A Resolution Establishing City of Santa Fe Legislative Priorities for Consideration by the New Mexico State Legislature During the 55th Legislature – State of New Mexico – First Session, 2021. (Mayor Webber) (Regina Wheeler, Public Works



City of Santa Fe

MINUTES

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Department Director, rawheeler@santafenm.gov, 955-6622; Jesse Guillen, Legislative Liaison, jbg Guillen@santafenm.gov, 955-6518)

Committee Review:

Public Works and Utilities Committee: 11/9/20

Finance Committee: 11/30/20

Quality of Life Committee: 12/2/20

Governing Body: 12/9/20

MOTION: Councilor Cassutt-Sanchez moved, seconded by Councilor Villarreal, to approve the amendment (Villarreal) as amended.

Strike Item 4 from amendment (Villarreal).

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

MOTION: Councilor Rivera moved, seconded by Councilor Villarreal, to approve the Resolution as amended.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None



MINUTES

- c. Request for the Approval of the Budget Amendment Resolution-North Central New Mexico Economic Development District-Non Metro Area Agency on Aging Covid-19 CARES Federal Sub-Award. Item # 20-0591 (Munis Contract #3202384) in the Amount of \$166,644.57. The Covid-19 CARES Federal Sub-Award Grant Funds will be Utilized to Provide Services to our Eligible Senior Clientele who Receive In-Home Support, Transportation, and Nutrition. (Gino Rinaldi, Senior Services Division Director earinaldi@santafenm.gov 505-955-4710)

Committee Review:

Finance Committee: 11/30/2020

Quality of Life Committee: 12/2/2020

Governing Body: 12/9/2020

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

- d. Consideration of Bill No. 2020-__: An Ordinance Amending Section 16-15.2 SFCC 1987 to Remove the Possibility of Imprisonment for the Conviction of a Violation of the Section. (Councilors Rivera and Cassutt-Sanchez) (Kyle Hibner, City Prosecutor, kjhibner@santafenm.gov, 955-5195)

Committee Review:

Finance Committee: 11/30/20

Quality of Life Committee: 12/2/20

Governing Body (request to publish): 12/9/20

Governing Body (public hearing): 1/13/21



MINUTES

REGULAR MEETING OF
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DECEMBER 02, 2020
5:00 PM
VIRTUAL MEETING

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

- e. Consideration of Resolution No. 2020-__: A Resolution Adopting the City of Santa Fe Mitigation Plan. (Councilors Garcia and Vigil Coppler) (Kyle Mason, Emergency Management Director, [505-955-6704](tel:505-955-6704), kamason@santafenm.gov)

Committee Review:

Finance Committee: 11/30/20

Quality of Life Committee: 12/2/20

Governing Body: 12/9/20

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

- f. Consideration of Resolution No. 2020-__: A Resolution Urging the New Mexico State Legislature to Establish a State Public Bank, Owned by and for the People of New Mexico, During the 2021 Legislative Session. (Mayor Webber, Councilors Villarreal, Cassutt-Sanchez, Lindell, and Romero-



MINUTES

Wirth) (Jesse Guillen, Legislative Liaison, jbgullen@santafenm.gov, 955-6518)

Committee Review:

Finance Committee: 11/30/20

Quality of Life Committee: 12/2/20

Governing Body: 12/9/20

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera

Against: None

Abstain: None

- g. Consideration of Resolution No. 2020-__: A Resolution in Support of the National Veteran Cemetery Administration's Veterans Legacy Program (Councilors Lindell, Abeyta, Rivera, and Vigil Coppler) (Julie Sanchez, Youth and Family Services Division Director, jjsanchez@santafenm.gov, 955-6678)

Committee Review:

Quality of Life Committee: 12/2/20

Governing Body: 12/9/20

MOTION: Councilor Villarreal moved, seconded by Councilor Cassutt-Sanchez, to approve the item as presented.

VOTE: The motion was approved on the following Roll Call vote:

For: Councilor Romero-Wirth, Councilor Villarreal, Councilor Garcia, Councilor Cassutt-Sanchez, Councilor Rivera



MINUTES

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Against: None

Abstain: None

7. **ACTION ITEMS: DISCUSSION**

8. **PRESENTATION**

- a. Santa Fe Food and Nutrition Programs Report and Recommendations (David Sundberg, Chair of the Santa Fe Food Policy Council and Pam Roy, Member of the Santa Food Policy Council)
- b. Santa Fe Promise Update (Elias Isaacson, Land Use Director: 505-955-6830, esisaacson@santafenm.gov; and Elizabeth Camacho, Economic Development and Communications Administrator: 505-955-6042, excamacho@santafenm.gov)
- c. Wifi Access Update (Rich Brown, Economic Development Director: 505-955-6625, rdbrown@santafenm.gov)

9. **MATTERS FROM STAFF**

10. **MATTERS FROM THE COMMITTEE**

11. **MATTERS FROM THE CHAIR**

12. **NEXT MEETING: January 20 2021**

13. **ADJOURN**

End Time: 6:55 PM

Liaison

Chair



City of Santa Fe, New Mexico

Memorandum



DATE: December 16, 2020

TO: Governing Body
Quality of Life Committee
Finance Committee

VIA: Jarel LaPan Hill, City Manager
Mary McCoy, Finance Department Director
Fran Dunaway, Chief Procurement Officer
Andrew Padilla, Chief of Police (12-17-20)

FROM: Ben Valdez, Deputy Chief of Police *Ben Valdez DC 12/16/20*

ITEM AND ISSUE:

Request for the approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility, for providing equipment and services for the Santa Fe Traffic Operations Program (STOP). Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

BACKGROUND AND SUMMARY:

Public safety is the highest priority of the City of Santa Fe Police. It is imperative the City of Santa Fe adopt and employ traffic enforcement policies that emphasize strict enforcement, not only for public safety but also for ensuring the quality of life for our constituents.

Unsafe driving related to speeding continues to be a concern. In response, the Police Department has conducted several Traffic Safety Operations to conduct enforcement and education with unsafe drivers. The challenge with these operations is they are costly and often require personnel to be assigned on an overtime assignment to remain in the area identified to be a location where traffic violations are occurring.

From 2009 to 2013, the City of Santa Fe deployed Mobile Speed Vans (MSV) within the City of Santa Fe for the purpose of deterring and reducing speed complaints and minimizing vehicle crashes as a result of speeding. During the time the program was operational, 33,370 speeding citations were issued. In 2014, the City of Santa Fe chose not to continue with the services of the MSV vendor. On August 30, 2017, Councilors Signe Lindell, Mike Harris, Ronald Trujillo, and Peter Ives endorsed a resolution directing the City of Santa Fe City Manager to restart the STOP Program, Santa Fe Resolution NO. 2017-62.

As a result, the Police Department solicited services through a Request for Proposal, Santa Fe Traffic Operations Program (STOP) RFP No 18/27/P, and identified two potential vendors; Redflex and Verra Mobility Corporation (formally known as American Traffic Solutions). After a thorough evaluation, Verra Mobility Corporation was selected.

Information on the relaunch of the STOP Program was provided by Chief Padilla on September 25, 2019, to the Governing Body during an informational presentation at a City Council Meeting.

On January 29, 2020, Ordinance No. 2020-2 was passed, approved and adopted. The ordinance provided the following:

- a) More than five (5) miles per hour over the speed limit in school or construction zones: one hundred dollars (\$100.00):
- b) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars (\$50.00).
- c) Removed increased fines for subsequent STOP violations within a two-year period.
- d) The ordinance has a provision to permit the hearing officer to allow individuals issued a violation to complete community service as an alternative to payment of fines.

The terms of the contract between the City of Santa Fe and Verra Mobility were agreed upon by Verra Mobility on December 11, 2020, and is now being brought before City leadership for review and consideration.

The STOP Program has been a proven asset for improving roadway safety in our community while it was operational. Furthermore, it is able to operate on the revenue generated through violations paid. The revenue generated from the program is anticipated to be self-sustainable to operate the program. As fees are collected for violations, the program is invoiced for violations issued and fees received. The invoice is paid by the revenue generated through violations. In addition, Verra Mobility will be utilized to collect default payments.

Revenue generated from the fees for violations have to be distributed in a certain manner.

- New Mexico State Law requires 50% of each violation paid to be submitted to the State and the operating agency maintains the remaining 50 % of the paid violation.
- Of the 50% that the STOP Program receives, 40% is paid to the vendor for providing services and the STOP Program retains 10% of the total amount paid for the violation.
- The break down for a \$50 violation is as follows: \$25 to State of New Mexico, \$20 to vendor, and \$5 to the STOP Program.

The revenue generated for the program will be primarily for operating expenses of the program as provided in the agreement. If funding is available beyond the operating expense, it will be utilized to purchase equipment for traffic safety operations. Based on the anticipated revenue generated, small equipment purchases may include hand held and in vehicle speed monitoring devices, JAMAR traffic surveying devices, traffic calming signage, flashlights, reflective traffic safety vests, and in car and body worn camera devices and equipment.

Expenditure Funds

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Grants/2230315

Munis Object Name/Number: Professional Contracts/510300

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Grants/2230315

Munis Object Name/Number: Operating Supplies/530200

Revenue Fund

Fund Name/Number: Law Enforcement/Fund 223

Munis Org Name/Number: Police Grants/2230315

Munis Object Name/Number: Violations/450900

ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval of the agreement between the City of Santa Fe and American Traffic Solutions, Inc, doing business as Verra Mobility.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: American Traffic Solutions dba Verra Mobility

Procurement Title: Santa Fe Traffic Operations Program (STOP) / Traffic Safety Camera Devices

Procurement Method: State Price Agreement Cooperative Sole Source Other

Exempt Request For Proposal (RFP) Invitation To Bid (ITB) Contract under 60K Contract over 60K

Department Requesting Santa Fe Police Staff Name Ben Valdez, Deputy Chief of Police

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

- Approved Procurement Checklist (by Purchasing)
- Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
- State Price Agreement
- RFP
- Evaluation Committee Report
- ITB
- Bib Tab
- Quotes (3 valid current quotes)
- Cooperative Agreement
- Sole Source Request and Determination Form
- Contractors Exempt Letter
- Purchasing Officers approval for exempt procurement
- BAR
- FIR
- Executed Contract, Agreement or Amendment
- Current Business Registration and CRS numbers on contract or agreement
- Summary of Contracts and Agreements form
- Certificate of Insurance
- All documentation presented to Committees
- Other:

Ben Valdez Deputy Chief of Police 12/22/2020

Department Rep Printed Name (attesting that all information included) Title Date

Fran Duway

Purchasing Officer (attesting that all information is reviewed) Title Date

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



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3202475

Contractor: American Traffic Solutions dba Verra Mobility

Description: **Contract for providing services and equipment for the Santa Fe Traffic Operations Program (STOP) / Traffic Safety Camera Devices.**

Contract Agreement Lease / Rent Amendment

Term Start Date: Upon Approval Term End Date: 6/30/2024

Approved by Council Date: _____

Contract / Lease:

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

Approved by Council Date: _____

Amendment is for:

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

3. Procurement History: New Contract

Frank D'Amico
Frank D'Amico (Dec 28, 2020 16:46 MST)

Dec 28, 2020

Purchasing Officer Review: _____ Date: _____

Comment & Exceptions: _____

4. Funding Source: Revenue / Expenses

Alexis Lotero
Alexis Lotero (Dec 28, 2020 16:11 MST)

Org / Object: Refer to FIR (Multiple)

Dec 28, 2020

Budget Officer Approval: _____ Date: _____

Comment & Exceptions: 2230315.510300 (510300,530200,450900) 12/28/20

Staff Contact who completed this form: Ben Valdez, Deputy Chief Phone # 505-955-5040

Email: bpvaldez@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

Item# _____
Munis Contract# _____

City of Santa Fe Contract
Santa Fe Traffic Operations Program

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation, herein after referred to as the "Contractor" or "Verra Mobility".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work

The Contractor shall perform the following work:

- A. Provide as many camera speed devices and/or vehicles as needed capable of monitoring speed violations.
- B. Provide hardware and software to photographically capture violations of the STOP Ordinance.
- C. Provide the City with upgrades to software or hardware at no additional cost.
- D. 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.
- E. Provide a speed verification mechanism that ensures accurate speed measurements, separate from the camera speed devices and/or vehicles.
- F. 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, in a format approved by the City.
- G. Provide at least one photograph of the violation printed on the STOP Fine Notice.
- H. Meet the time limits on the processing of violations (including detection, providing images and video to Police Department for approval, mailing, and processing monies received) as specified in the Ordinance and applicable statute.
- I. Calculate the amount due for a STOP Fine and for applicable late fees (based on the City Ordinance), print that amount on the STOP Fine Notice, and publish the amount due on an Internet-accessible location for the violator to view.

- J. Provide access to the video of the violation, or upon the City's request, and training for the users of the system.
- K. Provide access to a Santa Fe Police Officer(s) to view the video of each violation to gauge whether a violation occurred, prior to the issuance of a STOP Fine Notice.
- L. Provide quality control so that a police officer is required to review only those violations in which the vehicle in violation can be clearly identified by license plate and MVD records.
- M. Facilitate the City's acceptance of payments from violators for amounts due based on STOP Fines and applicable late fees.
- N. Provide a list to the City of all outstanding violator amounts owed to the City on quarterly basis. The City will be responsible for the collection of all outstanding amounts via a third-party collection organization.
- O. Provide access to the video (captured at the time of violation) to the City of Santa Fe Police Department and other City Administrators as well as violators (members of the general public) from any Internet-connected computer upon the issuance of a STOP Fine Notice.
- P. Enable the Police Department, Hearing Officers, and others as designated by the Police Department 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.)
- Q. 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.
- R. 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.
- S. 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.
- T. The City hereby engages the Contractor to provide the services described in Exhibit "A" attached hereto.

2. Compensation

The City shall pay to the Contractor based upon fixed prices for each deliverable item as listed here.

Product Description	Fee*
<p>Mobile Speed Camera System – the parties shall mutually agree on the number of units to be deployed. As per EXHIBIT D</p>	<p>Percentage of Each Paid Citation: 40%*</p>
<p>Transportable Speed Camera System – the parties shall mutually agree on the number of units to be deployed.</p> <p>The City is to provide all pedestals to secure the unit. If available, the City agrees to allow Contractor access to existing the City power sources at the nearest locations where such power source may exist.</p> <p>The deployment strategy for this system can range from a one to one relationship between pedestals and unattended units or to install more pedestals than unattended units and to rotate the unattended units between the pedestals.</p>	<p>Percentage of Each Paid Citation: 40%*</p>
<p>Handheld Camera Systems – the parties shall mutually agree on the number of deployed units.</p>	<p>Percentage of Each Paid Citation: 40%*</p>
<p>Communications Device</p> <p>In Vehicle (mountable) Portable Mobile (including battery)</p>	<p>\$100 per device per month</p>
<p>Replacement Device Fee</p> <p>Camera System Communications Device: In Vehicle (mountable) Portable Mobile (including battery) Mobile Battery</p>	<p>\$6,950 \$1,150 \$1,100 \$1,250 \$115</p>

Subsequent Notices Mailing Fee – For any additional notices sent by First Class Mail required by the City or required by law, Contractor will charge the City a Subsequent Notices Mailing Fee. (As per EXHIBIT A, Additional Scope of Work. Section 1., 1.2.4)	\$2 per notice
Expert Witness	\$200.00 per hour
The City will reimburse for the actual cost of travel and lodging for the expert witness.	
<p>Service Fees: All service fees per camera system above includes all costs required and associated with a camera system installation for monitoring up to 4 lanes and two signal phases, routine maintenance, and use of Axis System for back-office operations. This includes: camera equipment for monitoring up to 4-lanes and up to two (2) signal phases, installation, maintenance, event processing services, DMV records access, First Class mailing of citations with return envelope, mailing of second notice (as needed), lockbox and e-payment processing services (excluding user convenience fee, which is paid by payor), IVR call center support for general Program questions and public awareness Program support. This pricing applies to all camera systems installed or deployed within the first twelve (12) months of the term of this Agreement. Monthly service fee includes postage for the first class mailing of the 1st and 2nd notices. Any required certified mail is not included and the fee is extra and will be billed per unit as published by the US Postal Service (http://www.usps.com/prices/extra-services-prices.htm).</p> <p>*Fee Per Paid Citation – Limitations. This pricing option shall not apply if: (1) the City elects not to pursue collections on unpaid Violations; (2) the City waives and/or fails to timely process more than ten percent (10%) of valid events forwarded to the law enforcement agency according to the Business Rule; or (3) the City does not institute a registration hold for violators who are liable and do not pay, if permitted by law. If this pricing is deemed not to apply, the fee paid by the City to Contractor shall be \$5,000 per Camera System per month.</p> <p>Contractor’s monthly fee includes postage for the first class mailing of the 1st notice. Certified mail is extra and will be billed per unit as published by the US Postal Service plus a \$2.00 per unit service charge.</p> <p>Other jurisdictions may purchase off this Agreement subject to negotiations and mutual agreement of terms and conditions specific to the other jurisdiction.</p>	

2.0 Optional Collection Services:

Contractor may initiate collection efforts of delinquent notices upon written request by the City, so long as collection of said recovered revenue amounts does not conflict with applicable state law. Contractor will be entitled to receive portions of the collected revenue as noted below. For those accounts in default that go to collection, this is in addition to Contractor Fees noted above.

Delinquent Collections Services 30% of Recovered Revenue

In the event that the City elects to have Contractor provide collections services, the City shall so notify Contractor in writing. The City agrees that, once Contractor's collections services are elected, the City may not utilize another vendor for these collections services without prior written consent from Contractor through an amendment to this Agreement.

3. Payment Provisions

All payments under this Agreement are subject to the following provisions:

- A. Acceptance - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
- B. Payment of Invoice - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the Agreement to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

4. Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City and end eighteen months later. The City reserves the right to renew the contract for a period of two and a half (2 1/2) additional years on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

5. Default and Force Majeure

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement 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 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.

6. Termination

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

B. Notice; City Opportunity to Cure.

- 1) Except as otherwise provided in Paragraphs 6.A and 16, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.
- 2) Contractor shall give the 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 Agreement 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.
- 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 City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 16, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, 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 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 CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

E. Upon termination of this Agreement, including because it has reached the end of its term or as a result of a non-renewal the Agreement, the parties recognize that City will have to process Events in the “pipeline”. Accordingly, the parties shall take the following actions and shall have the following obligations, which survive termination during the wind-down period:

- (i) The City shall cease using the Axis System to capture Events.
- (ii) Unless it is unlawful to do so, Contractor will, for a period of ninety (90) days, continue to process all Events captured before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to a monthly fee per Camera System. After such ninety (90) day period, Contractor will terminate all use of the Axis System for the City’s Program and upon such termination, the Axis System, including violationinfo.com website, and related lockbox shall no longer be capable of accepting payments.
- (iii) The City shall return or allow the Contractor to recover all provided equipment within a reasonable time not to exceed ninety (90) days.
- (iv) In the event of termination by Contractor for breach of this Agreement by the City, Contractor shall cease processing Events as of the date of termination.

7. Amendment

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 City 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 or to agree to the reduced funding.

8. Status of Contractor

The Contractor, and Contractor’s agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor’s agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority. The City hereby grants Contractor the authority to act on its behalf as a limited agent of the City for purposes of (i) facilitating the establishment and maintaining bank accounts and delivering payment/transfer instructions, if applicable; (ii) access to DMV records; and (iii) generating and administratively processing recorded images of Events as described in this Agreement and the Business Rules.

9. 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 City.

10. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

11. Non-Collusion

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

12. Inspection of Plant

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

13. Commercial Warranty

Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

14. Condition of Proposed Items

It is understood that the Camera Systems, component parts and related equipment provided or utilized under this Agreement shall be either new or refurbished as reasonably determined by the Contractor. If refurbished Camera Systems, component parts or related equipment are provided or utilized under this Agreement, the City shall have the right to reject such Camera Systems, component parts or related equipment to the extent that (i) they fail to perform in accordance with the terms of this Agreement or (ii) prior to initial deployment, there is visible damage or wear and tear.

15. Records and Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These

records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover payments in excess amounts permitted under this Agreement or illegal payments.

16. Appropriations

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, 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 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.

17. Release

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

18. Confidentiality

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

19. Conflict of Interest

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this

Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 19 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

20. Approval of Contractor Representative(s)

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

21. Scope of Agreement; Merger

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

22. Notice

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws, and local Ordinances, pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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.

24. Indemnification

The Contractor shall indemnify, hold harmless and defend the City and its employees from all losses, damages, claims, judgments, suits, actions, liabilities and costs of any kind, including payments of reasonable attorney's fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever for personal injury or damage to property arising from the acts or omissions of the Contractor (including its employees, agents, officers, or representatives and subcontractors). The Contractor shall not be liable for any injury or damage as a result of any negligent performance under this Agreement, willful misconduct or material breach of this Agreement, act or omission committed by the City, its officers or employees.

25. New Mexico Tort Claims Act

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

26. 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 NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the 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.

27. Limitation of Liability

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

28. Incorporation by Reference and Precedence

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

29. 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 City.

30. Inspection

If this Agreement is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at destination. Tangible personal property rejected at destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

For the avoidance of doubt, this Agreement is not for the purchase of tangible personal property (goods).

31. Inspection of Services

If this Agreement is for the purchase of services, the following terms shall apply.

- A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.
- B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.
- C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.
- D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with

the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

- (1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and
- (2) reduce the contract price to reflect the reduced value of the services performed.

If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

- (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or
- (2) terminate the Agreement for default.

32. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

A. Commercial General Liability insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. Business Automobile Liability insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. Broader Coverage and Limits. The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

33. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

34. Invalid Term or Condition

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

35. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

36. Patent, Copyright and Trade Secret Indemnification

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing; or,
- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase

price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

37. Survival

The Agreement paragraphs titled "Termination; Patent, Copyright, Trademark, and Trade Secret Indemnification; Indemnification; and Limit of Liability" shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

38. Disclosure Regarding Responsibility

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 6 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material

representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further, the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

39. Suspension, Delay or Interruption of Work

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation ~~within thirty (30) days~~ after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in total compensation must be reflected in an Amendment executed pursuant to Section 7 of this Agreement.

40. Notification

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:

Santa Fe Police Department
2515 Camino Entrada
Santa Fe, NM 87507

Contact: Benjamin Valdez
Deputy Chief of Police / Administration
Santa Fe Police Department
Phone: 505-955-5040
Email: bpvaldez@santafenm.gov

To the Contractor:

American Traffic Solutions, Inc. dba Verra Mobility
1150 North Alma School Road
Mesa, AZ 85201

Contact: Garrett Miller
Executive Vice President, Government Solutions
Phone: (480) 443-7000
Email: garrett.miller@verramobility.com

with a copy to:

Verra Mobility
1150 North Alma School Road
Mesa, AZ 85201
ATTN: Deputy General Counsel, Government Solutions

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

41. Succession

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:
American Traffic Solutions, Inc.
dba Verra Mobility

ALAN M. WEBBER, MAYOR



Garrett Miller

DATE: _____

Executive Vice President
DATE: 12/10/2020

ATTEST:

YOLANDA Y. VIGIL, CITY CLERK

CRS# 0341923600

DATE: _____

Registration # 223516

CITY ATTORNEY'S OFFICE:


Marcos Martinez (Dec 1, 2020 15:01 MST)

SENIOR ASSISTANT CITY ATTORNEY

DATE: _____

APPROVED FOR FINANCES:

MARY MCCOY, FINANCE DIRECTOR 

DATE: _____

2230315.510300 (510300,530200,450900)

Org.Name/Org.#

EXHIBIT A
ADDITIONAL SCOPE OF WORK

DEFINITIONS

As used in **EXHIBITS A through E**, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Approach”: One (1) direction of travel on a road or a traffic intersection, including up to four (4) contiguous lanes controlled by up to two (2) signal phases.

“Axis” or **“Axis System”**: The proprietary back-end system that processes violations, including the printing and mailing of Citations, the generation of evidence packages, and that provides system generated reports of Violation counts

“Business Hours”: Eight (8) hours per day, Monday through Friday, excluding weekends and City holidays.

“Business Rules”: The Business Rules Questionnaire to be completed by the City and delivered to Verra Mobility setting forth the business rules for the implementation and operation of the Program.

“Camera System” or **“Camera”**: A Mobile Speed Camera System, Handheld Camera System, or Transportable Camera System.

“Citation”: A citation or notice of violation or equivalent instrument issued by a competent state, county or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a Violation documented or evidenced in Axis.

“Communications Device”: means either an in-vehicle (mountable), portable, or mobile (battery operated) modem.

“Designated Safety Zone”: A designated safety zone in which a Camera System may be installed or deployed.

“Event”: A potential Violation captured by the Camera System.

“Fees”: The amount payable by the City to Verra Mobility for equipment, services, and maintenance as set forth in **Section 2. Compensation** of the Agreement.

“Handheld Camera System”: A handheld speed photo-traffic monitoring device that uses Lidar technology to capture the speed of a motor vehicle and generates recorded images of an Event.

“Mobile Speed Camera System”: A Camera System, which is capable of capturing speed Violations, installed in a Verra Mobility-provided, or otherwise Verra Mobility approved, vehicle.

“Notice to Proceed”: Written confirmation from the City that Verra Mobility may proceed with the installation or delivery of a given Camera System, a form of which is attached as **EXHIBIT D & E**.

“Owner”: The owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country, including a lessee of a motor vehicle under a lease of six months or longer.

“Paid Citation”: A situation where the Person cited has paid any portion of the fine and applicable court costs associated with the particular Citation.

“Person” or **“Persons”**: Any individual, partnership, joint venture, corporation, limited liability company, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“Project Time Line”: The initial schedule and timelines required to begin the implementation of the City’s project, as mutually agreed upon by the Parties.

“System”: A Camera System and the related infrastructure.

“Transportable Camera System”: A photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device (including the wiring associated with each) capable of accurately detecting a Violation on up to four (4) contiguous lanes which records such data with one (1) or more images of such vehicle, which is capable of capturing speed Violations and capable of being moved from a Designated Safety Zone to another.

“Violation”: A failure to obey an applicable traffic law or regulation for operating a motor vehicle in excess of the posted speed limit.

1. VERRA MOBILITY SCOPE OF WORK

1.1 VERRA MOBILITY IMPLEMENTATION

- 1.1.1 Verra Mobility agrees to provide Camera System(s), use of the Axis System and related services to the City as outlined in this Agreement, excluding those items identified in Section 2 titled “City Scope of Work”. Verra Mobility and the City understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign the proper Party the responsibility and cost for such items.
- 1.1.2 The City and Verra Mobility will complete the Project Time Line within thirty (30) days of Agreement execution date, unless mutually agreed to otherwise by the Parties. Verra Mobility agrees to make every effort to adhere to the Project Time Line.
- 1.1.3 Verra Mobility will conduct a Site Selection Analysis of Transportable Camera System candidate sites and will assist the City in determining which Approaches

will be the most beneficial to the City in pursuit of its traffic safety and enforcement goals. Considerations may include collision history, community safety, police department staff review and engineering feasibility assessment. Transportable Camera System deployments will be based on mutual agreement by the City and Verra Mobility.

- 1.1.4 Verra Mobility will install or deploy Transportable Camera System(s) or Mobile Camera Systems, as applicable, at a number of intersections or Designated Safety Zones to be mutually agreed upon between Verra Mobility and the City after completion of Site Selection Analysis, where applicable, and reflected in a written Notice to Proceed. In addition to any initial Designated Intersections the Parties may mutually agree to add additional Camera System(s) or Approaches, which shall be reflected in a written Notice to Proceed.
- 1.1.5 Verra Mobility's Communications Department will assist the City with public information content and outreach campaign strategies. Depending upon the mutually agreed-upon strategy.
- 1.1.6 Verra Mobility agrees to provide a secure website (www.violationinfo.com) accessible to Owners who have received notices of violation by means of a Notice # and PIN, which will allow Violation image and video viewing. As part of the secure website, a space will be provided for a Frequently Asked Questions (F.A.Q.) page approved by the City. Verra Mobility will operate this secure website on a 24-hour basis, barring downtime for maintenance, normal servicing activities, or other unforeseen instances.
- 1.1.7 Verra Mobility will provide technician site visits to each Transportable Camera System, as needed, to perform maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance. Verra Mobility shall maintain the Mobile Speed Camera Systems.
- 1.1.8 Verra Mobility shall take reasonable commercially best efforts to repair a non-functional Mobile Speed Camera Systems and Transportable Camera Systems within seventy-two (72) hours (excluding weekends and holidays) of determination of a malfunction, except for causes of Force Majeure.
- 1.1.9 If the City is using Verra Mobility facilitated lockbox or e-payment services, City shall provide Verra Mobility and the applicable payment processor with the items set forth in Section 2.1.6 below.
- 1.1.10 Verra Mobility is authorized to charge, collect and retain a service/convenience fee of \$5.00 or up to 5% of the total payment, for each electronic payment processed, whichever is higher. The violator (or other payor) pays such fee when the violator (or other payor) uses an electronic payment channel.

1.2 VERRA MOBILITY OPERATIONS

- 1.2.1 Verra Mobility shall implement and operate the Program in accordance with the provisions of this Agreement and the City's Business Rules.
- 1.2.2 If a warning period is required, Verra Mobility shall provide the City with a one-time warning period up to thirty (30) days in length following the installation and activation of the first installed or deployed Camera System. The City shall not be charged a fee for the warning period; however for any warning period exceeding thirty (30) days the City shall be responsible for the normal monthly Service Fee.
- 1.2.3 Verra Mobility shall provide the City with access to the Axis System, including image processing, first, second, and final notice printing and mailing per Violation, a hearing scheduled letter, a hearing denied letter, an insufficient information letter, and a dismiss letter. In the case of a transfer of liability by the Owner, the Axis System shall be setup to mail a Citation to the driver identified in the affidavit of non-liability or by a rental car company.
- 1.2.4 Subsequent notices, other than those specified in Subsection 1.2.3 may be delivered by First Class or other mail means for additional compensation to Verra Mobility as agreed upon by the Parties.
- 1.2.5 Verra Mobility shall apply an electronic signature, name, or badge number to the Citation as authorized in the ~~City's Business Rules~~.
- 1.2.6 Verra Mobility shall seek records from out-of-state vehicle registration databases and use such records to assist the City in processing Citations. In its capacity as limited agent and pursuant to the DMV Services Subscriber Authorization found in EXHIBIT C, Verra Mobility may seek records from out-of-state vehicle registration databases. Verra Mobility may mail Citations to the address of the Owner obtained through the DMV, obtained through the National Change of Address (NCOA) database provided by the United States Postal Service, or obtained through other means including but not limited to skip tracing.
- 1.2.7 The Axis System shall provide the City with the ability to run and print standard system reports. Verra Mobility provides a suite of standard program reporting at no charge to clients with active Programs. Upon notice to the City, Verra Mobility reserves the right to modify the suite of standard program reporting available to the City, so long as such change applies generally to cities with similar programs. Customized reporting services are available upon written request. The fee for such services shall be mutually agreed upon.
- 1.2.8 During the twelve (12) month period following the installation or deployment of the first Camera System, upon Verra Mobility's receipt of a written request from the City at least fourteen (14) calendar days in advance of a court proceeding, and if required by the court or prosecutor, Verra Mobility shall provide the City with or

train a local expert witness to testify in court on matters relating to the accuracy, technical operations, and effectiveness of the Camera System or the Axis System until judicial notice is taken. The City shall use its best efforts to obtain judicial notice as soon as possible. If a Verra Mobility expert witness is required more than two (2) times during the twelve (12) month period, the City shall reimburse Verra Mobility for any reasonable time and travel costs incurred for the additional dates.

- 1.2.9 In those instances where damage to a System (or sensors where applicable) is caused by (i) negligence on the part of Verra Mobility or its authorized agent(s), Verra Mobility shall bear the cost of repair or (ii) negligence or recklessness on the part of a driver or severe weather or other Force Majeure events, Verra Mobility and the City shall bear the cost of repair equally with the City reimbursing Verra Mobility for its portion of the cost of repair.
- 1.2.10 Verra Mobility shall provide a help-line to assist the City with resolving any problems encountered regarding its Camera System and/or the Axis System. The help-line shall function during Business Hours.
- 1.2.11 As part of the Axis System, a website will be made available to allow alleged violators the ability to view their Citations online. This online viewing system shall include a link to the Verra Mobility payment website(s) and may offer the opportunity to download an affidavit of non-liability online. Online obtained affidavits, if approved by the court, may be directed to and processed by Verra Mobility processors and communicated to the court via the Axis transfer described above.
- 1.2.12 Verra Mobility will replace, as necessary, the Handheld Camera Systems and Communication Devices as set forth in Subsection 2.1.14. Verra Mobility will provide or facilitate the annual re-calibration of the Handheld Camera Systems as set forth in Subsection 2.1.14.
- 1.2.13 Verra Mobility shall make available to the City the Enhanced Vide Services as described in Subsection 2.1.15.
- 1.2.14 Under all circumstances, Verra Mobility shall retain ownership of all Camera Systems and the Axis System provided for use by the City under the terms and conditions of this Agreement. In order to carry out the purposes of this Agreement, for the term of this Agreement, Verra Mobility grants the City a non-exclusive, non-transferable license to use the Axis System. Verra Mobility shall retain the right to use to all meta-data, business intelligence, or other analytics obtained, gathered, or mined by Verra Mobility from the program data.

2. CITY SCOPE OF WORK

2.1 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.1.1 The City shall provide officers certified in operation of both radar and lidar devices, who shall deploy the Handheld Camera Systems after completing the training on the use and operation of the Handheld and Transportable Camera Systems by Verra Mobility (“Authorized Officers”).
- 2.1.2 The City shall provide the proper staffing and shall be responsible for all compensation and benefits of the Authorized Officers.
- 2.1.3 Within seven (7) business days of the Effective Date of this Agreement, the City shall provide Verra Mobility with the name, title, mailing address, email address and phone number of:
- a. A project manager with authority to coordinate the City responsibilities under this Agreement;
 - b. Municipal Court manager responsible for oversight of all Court-related program requirements;
 - c. The police contact;
 - d. The court contact;
 - e. The person responsible for overseeing payments by violators (might be court);
 - f. The Prosecuting Attorney;
 - g. The City Attorney;
 - h. The finance contact (who receives the invoices and will be in charge of reconciliation);
 - i. The IT person for the law enforcement agency;
 - j. The IT person for the courts;
 - k. The public works and/or engineering contact responsible for issuing any/all permits for construction; and
 - l. Municipal Court manager responsible for oversight of all Court-related program requirements.
- 2.1.4 The City and Verra Mobility shall complete the Project Time Line within thirty (30) calendar days of the Effective Date of this Agreement, unless mutually agreed to otherwise by the Parties. The City shall make every effort to adhere to the Project Time Line.
- 2.1.5 Verra Mobility to provide the City with a mock-up of the Citation within fifteen (15) days of the Effective Date of this Agreement. The City shall provide a revised draft of the Citation in accordance with the City’s local law and state law within fifteen (15) days of receipt of the mock-ups from Verra Mobility.
- 2.1.6 City shall designate a City account for deposit / settlement of funds paid by violators. Within seven (7) business days of receipt by City, City shall provide Verra Mobility completed banking forms, which may include among others a

participation agreement and submerchant agreement with the payment processor as well as a bank verification letter prepared by the City's settlement account's bank, and a Form W-9, Request for Taxpayer Identification Number and Certification.

- 2.1.7 The City shall direct the law enforcement agency to execute the Verra Mobility DMV Services Subscriber Authorization (substantially in the form attached as **EXHIBIT C**) to provide verification to the National Law Enforcement Telecommunications System (NLETS), State Department of Motor Vehicles, or appropriate authority indicating that Verra Mobility is acting on behalf of the City for the purposes of accessing vehicle ownership data pursuant to the list of permissible uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b)(1) and as may otherwise be provided or required by any provision of applicable state law.
- 2.1.8 The City shall prepare the Business Rules for implementation and operation of the Program.
- 2.1.9 The City is responsible for all final jurisdictional issues.
- 2.1.10 Once a Notice to Proceed is granted to Verra Mobility in writing, the City shall not issue a stop work order to suspend activity on the implementation process, unless the City reimburses Verra Mobility for costs incurred up to the date the stop work order is issued.
- 2.1.11 Once a Mobile Speed Camera System or Transportable Camera System is installed and certified by Verra Mobility as operational, it shall be immediately put into service.
- 2.1.12 The City shall not use the Camera Systems or Axis for any purpose not permitted by law.
- 2.1.13 In the event that remote access to the Axis System is blocked by the City network security infrastructure, the City's Department of Information Technology shall coordinate with Verra Mobility to facilitate appropriate communications while maintaining required security measures.
- 2.1.14 Handheld Photo Enforcement
 - 2.1.14.1 The City is responsible for immediately contacting the help-line in the event that a Handheld Camera System or Communications Device is in need of repair. If trouble-shooting is unsuccessful, within three (3) business days, Verra Mobility will ship a replacement Handheld Camera System or Communications Device, as applicable, to the City ("Replacement Device") and shipping materials, and within three (3) business days of receipt of the Replacement Device and shipping materials, the City shall return the Handheld Camera System or Communications Device in need of repair or replacement to Verra Mobility in the provided shipping

materials. The City shall reimburse Verra Mobility for the cost of repair or the replacement (such replacement being at the cost set forth in **Section 2. Compensation**) for any damage to the Handheld Camera Systems, Communications Devices, or other Verra Mobility-owned property to the extent the damage is caused by negligence or recklessness on the part of the City, its employees or agents, or any other non-Verra Mobility operator of the Camera System. The City will continue to use the Replacement Device until the first to occur of the next re-calibration, the Replacement Device requires repair or replacement itself, or the termination of this Agreement.

2.1.14.2 If the City desires to reduce the number of Handheld Camera Systems and/or Communications Devices provided under this Agreement and any subsequent Notices to Proceed, the City may do so in an amount not to exceed 50% of the number of Handheld Camera Systems or Communications Devices, as applicable, (calculated based on the highest number of Handheld Camera Systems or Communications Devices, as applicable, covered by this Agreement during a rolling twelve month period) by providing a Decommission Notice to Verra Mobility, substantially in the form attached here to as **EXHIBIT F**, and returning the applicable Handheld Camera Systems and/or Communications Devices to Verra Mobility.

2.1.14.3 The City and Verra Mobility shall develop a mutually agreeable schedule upon which the City shall return the Handheld Camera Systems to Verra Mobility for re-calibration. In each instance, Verra Mobility will ship a Replacement Device and shipping materials, and within three (3) business days of receipt of the Replacement Device and shipping materials, the City shall return the Handheld Camera System for re-calibration to Verra Mobility in the provided shipping materials. In the event that the City fails to return the Handheld Camera System within the specified time period or in the event that damage occurs to the Handheld Camera System as a result of not using the provided shipping materials, the City shall be charged the replacement costs of such Handheld Camera System as set forth in **Section 2. Compensation**, and Verra Mobility reserves the right to de-activate the Replacement Device until such time as the Handheld Camera System is returned to Verra Mobility.

2.1.14.4 The City is responsible for the care and safekeeping of the Handheld Cameras Systems and Communications Devices, while they are in the City's possession.

2.1.14.5 The City and the Authorized Officers shall comply with all laws related to the use and deployment of the Handheld Camera

Systems, including performing procedures or following any processes required to ensure that the evidence captured by the Handheld Camera System is admissible in court, which may include performing daily system calibration tests, confirming internal self-test, scope alignment, distance measurement (fixed distance zero velocity or delta distance), visual inspection, and time and date confirmation both before the first Event is captured and after the last Event is captured during each deployment. To the extent required by law, Authorized Officers shall keep a manual log of such tests, which log shall be available to be admitted as evidence in any court proceeding related to the applicable Event, the Program, or this Agreement.

2.1.14.6 For in-vehicle mountable Communications Devices, the City shall make the applicable vehicles available to Verra Mobility upon reasonable notice and during business hours for installation, maintenance, and repair.

2.1.15 Enhanced Video Services

2.1.15.1 Verra Mobility shall provide video enhancements that permit the City to perform remote video retrieval, live video viewing, and live video streaming from each Transportable Camera System (“Enhanced Video Services”). The City shall be responsible for and pay for data storage costs or other usage-based costs, except for the costs associated with communication (bandwidth), video data retrieval, and streaming.

2.1.15.2 Notwithstanding Section 1(S) of the Agreement and **EXHIBIT B**, the City expressly acknowledges that Verra Mobility is under no obligation to retain for any period of time any data produced by the Enhanced Video Services. The City acknowledges that once it obtains a requested video file, it is responsible for any preservation, and associated storage requirements that may be required by law for said video file. The City agrees that since the requested video file is not required by Verra Mobility to continue to perform the services under the Agreement, the video file and any resulting public records shall be transferred to the City prior to the termination of the Agreement and the City shall serve as the records custodian for any said public records created. The City agrees to assume responsibility to respond to, and if appropriate defend, at its sole expense, any requests for data or information obtained through the Enhanced Video Services, whether by formal public records request or otherwise. Verra Mobility shall not be responsible for any storage, storage costs or public records requests pertaining to the historical video obtained through the Enhanced Video Services or

the provision of access to the Enhanced Video Services to anyone other than the City.

2.1.15.3 The City will comply with all federal, state, and local laws, ordinances, regulations and orders (collectively, "Laws") with respect to its access to and use of the Enhanced Video Services, including without limitation any Laws relating to data privacy or photo enforcement.

2.1.15.4 The City agrees the Enhanced Video Services shall be subject to the following: (i) historical video is stored at the Camera site for a time period of approximately 30 days; (ii) requested video files pursuant to the Enhanced Video Services will be available for the City download within 1 business day of request and will be available for retrieval for approximately 30 days; (iii) video file requests from historical video are limited to 30 minutes. If additional footage is required, additional requests may be made by the City; and (iv) to avoid unintended data usage charges, streaming video is limited to 10-minute sessions. After 10 minutes, users will be prompted to reconnect.

2.2 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

2.2.1 After the initial deployment of a Transportable Speed Camera System, the Transportable Speed Camera System may only be relocated at the mutual agreement of the parties.

2.2.2 Prior to the installation or deployment of any Transportable Camera System, the City shall provide Verra Mobility information regarding any and all road construction or improvement projects scheduled during the term of this Agreement for any intersection Approach designated for System installation/deployment. In addition, within thirty (30) days of becoming aware of anticipated construction that may result in the removal of a System or otherwise impact an Approach during the term of this Agreement, the City shall notify Verra Mobility of any such construction.

2.2.3 If camera warning signs required by law for purposes of operating the Program, the City will design, fabricate, install and maintain such signs.

2.2.4 The City shall not require Verra Mobility to provide installation drawings stamped by a licensed civil engineer. However, to the extent applicable, Verra Mobility work product and drawings shall be overseen and approved by a licensed professional engineer and such deliverables shall conform to applicable engineering norms and reflect the details of installation work to be completed.

3.1 COURTS OPERATIONS

- 3.1.1 The City shall provide a hearing officer and facilities to schedule and hear disputed Citations.
- 3.1.2 The City shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes and other issues relating to Citation adjudication. The City may refer citizens with questions regarding the Camera System technology and processes to websites and/or toll free telephone numbers provided by Verra Mobility for that purpose.
- 3.1.3 Verra Mobility shall provide one (1) online adjudication processing module, which will enable the adjudication function to review cases, related images, and other related information required to adjudicate the disputed Violation.

EXHIBIT B
RETENTION SCHEDULE

Type of Record	Minimum Verra Mobility Retention Period
Violation Images (including video clips and related metadata)*	36 months from payment or final adjudication
Non-Violation Images (including video clips and related metadata)**	30 days from Event capture date
Individually Identifiable Violation Records*	36 months from payment or final adjudication
Individually Identifiable Non-Violation Records**	30 days from Event capture date
Audio recording from contact center	90 days from call
Annual Camera System Calibration/Certification Records	1 year post termination of the Agreement
Maintenance Records	1 year post termination of the Agreement
Other Program Records	1 year post termination of the Agreement

* Violation Image: an image of a Violation issued as a Citation.
Individually Identifiable Violation Records: a record containing individually identifiable information pertaining to a Violation issued as a Citation.

** Non-Violation Image: an image of an Event, excluding Violation Images.
Individually Identifiable Non-Violation Records: a record containing individually identifiable information pertaining to an Event, excluding Violation Records.

This records retention schedule does not apply to any Event data captured by the Camera System, but not uploaded into Axis.

Historical continuous video is stored at the Camera site for a time period of 30 days, after which time the video is overwritten.

EXHIBIT C

DMV SERVICES SUBSCRIBER AUTHORIZATION

Agency ORI: _____

DATE

NLETS

1918 W. Whispering Wind Dr.

Phoenix, AZ 85085

Attn: Steven E. Correll, Executive Director

Re: Authorization for American Traffic Solutions, Inc. to Perform MVD Inquiry

Dear Mr. Correll:

Please accept this letter of acknowledgement that an Agreement to perform automated enforcement between _____ and American Traffic Solutions, Inc. is or will be entered into and will be or is in force. As a requirement of and in performance of that Agreement between _____ and American Traffic Solutions, Inc., it will be necessary for American Traffic Solutions, Inc. to access NLETS motor vehicle data.

Please accept this letter as authorization from _____ for American Traffic Solutions, Inc. to run motor vehicle inquiries. This authorization is and will be in effect for the term of our Agreement with NLETS and any subsequent renewals.

This authorization will automatically expire upon the termination of the Agreement between _____ and American Traffic Solutions, Inc., and, such authorization is limited to violations detected by the automated enforcement camera systems. By completing the information below and signing this letter, I am stating that I am a member of the _____ and have the authority to empower American Traffic Solutions, Inc. to use ORI _____ for this function.

SUBSCRIBER INFORMATION

Subscriber Agency/Name _____

NLETS Agency ORI _____

Name/Title of Authorized Representative _____

Mailing Address _____

Telephone

Fax

Email

Signature of Authorized Representative

Date Signed

EXHIBIT D

**FORM OF NOTICE TO PROCEED FOR MOBILE AND
TRANSPORTABLE UNITS**

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility (“Verra Mobility”) and Santa Fe, New Mexico (the “City”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

The City hereby designates this [first] phase implementation of cameras at designated intersections. Verra Mobility shall make its best efforts to install a Transportable Speed Camera System within thirty (30) days of permits being granted and power delivered for each agreed-upon Approach, providing that the City has received permission for all implementations in writing from any third-party sources.

Below is a list of intersection approaches provided by the City, which have been analyzed based on traffic volumes, road geometry, and existing infrastructure and are believed to be locations at which a Camera System would increase public safety.

Execution of this Notice to Proceed by the City shall serve as authorization for the installation or deployment of Transportable Speed Camera Systems for all intersections designated as follows:

- 1) _____
- 2) _____

Execution of this Notice to Proceed by the City shall serve as authorization for the deployment of up to ____ Mobile Speed Camera Systems, which may initially be deployed at the intersections designated as follows:

- 1) _____
- 2) _____

The City understands that implementation and installation of any Approach is subject to Site Selection Analysis and engineering results.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has executed this Notice to Proceed as of the date written below.

SANTA FE, NEW MEXICO

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

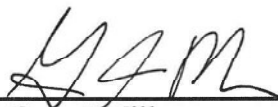
By:  12/10/2020
Garrett Miller Date
Executive Vice President,
Government Solutions

EXHIBIT E

FORM NOTICE TO PROCEED HANDHELD CAMERA SYSTEMS

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (“Verra Mobility”) and Santa Fe, New Mexico (the “City”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Execution of this Notice to Proceed by the City shall serve as authorization for Verra Mobility to provide the City with the following Handheld Camera System(s) and/or Communications Devices:

- ___ Handheld Camera Systems
- ___ In Vehicle (mountable) Communications Devices
- ___ Portable Communications Devices
- ___ Mobile Communications Devices

The City acknowledges that the Handheld Camera Systems and/or Communications Devices to be delivered pursuant to this Notice to Proceed (i) may be new or refurbished and (ii) remain subject to the terms of the Agreement.

IN WITNESS WHEREOF, the City has executed this Notice to Proceed as of the date written below.

SANTA FE, NEW MEXICO

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

AMERICAN TRAFFIC SOLUTIONS, INC.

By: _____
Garrett Miller Date _____
Executive Vice President,
Government Solutions

Exhibit F
Form Decommission Notice

Reference is made to the Professional Services Agreement by and between American Traffic Solutions, Inc., doing business as Verra Mobility, (“Verra Mobility”) and Santa Fe, New Mexico (the “City”), dated as of [date] (the “Agreement”). Capitalized terms used in this Notice to Proceed shall have the meaning given to such term in the Agreement.

Execution of this Decommission Notice by the City shall serve as the City’s notice of its intent to return the following devices to Verra Mobility pursuant to Section 2 of **Exhibit A** the Agreement:

- ___ Camera System(s)
- ___ In Vehicle (mountable) Communications Devices
- ___ Portable Communications Devices
- ___ Mobile Communications Devices

The City acknowledges that:

- (i) upon receipt of this Decommission Notice and acceptance thereof, Verra Mobility shall provide shipping materials to the City to return the Camera Systems and/or Communications Devices indicated in this Decommission Notice; and
- (ii) upon receipt of the shipping materials, and in no event more than three (3) business days from receipt of such materials, the City shall return the Camera Systems and/or Communications Devices as indicated in this Decommission Notice to Verra Mobility. In the event that the City fails to return the Camera Systems and/or Communications Devices within the specified time period or in the event that damage occurs to the Camera Systems and/or Communications Device as a result of not using the provided shipping materials, the City shall be charged the replacement costs of such Camera Systems and/or Communications Devices as set forth on **Exhibit A**.

IN WITNESS WHEREOF, the City has executed this Decommission Notices as of the date written below.

SANTA FE, NEW MEXICO

By: _____
Name: _____ Date _____
Title: _____

ACKNOWLEDGED AND AGREED TO BY:

VERRA MOBILITY

By: _____
Garrett Miller Date _____
Executive Vice President






Santa Fe STOP Agreement (Clean 11.17.2020)

Final Audit Report

2020-12-01

Created:	2020-12-01
By:	Irene Romero (ikromero@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZPdgV7lrwuRrPN2TI7jk4PJsi2ORd3vO

"Santa Fe STOP Agreement (Clean 11.17.2020)" History

-  Document created by Irene Romero (ikromero@ci.santa-fe.nm.us)
2020-12-01 - 9:54:59 PM GMT- IP address: 63.232.20.2
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
2020-12-01 - 9:55:31 PM GMT
-  Email viewed by Marcos Martinez (mdmartinez@santafenm.gov)
2020-12-01 - 10:01:09 PM GMT- IP address: 174.56.49.116
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2020-12-01 - 10:01:23 PM GMT - Time Source: server- IP address: 174.56.49.116
-  Agreement completed.
2020-12-01 - 10:01:23 PM GMT

Base Fine Fee of \$100*

<i>Actual Revenue</i>	2009	2010	2011	2012	2013
Revenue-Calendar Year	\$ 246,400.00	\$ 527,200.00	\$ 818,700.00	\$ 941,800.00	\$ 680,600.00
State of New Mexico Portion	\$ 73,000.00	\$ 70,400.00	\$ 166,500.00	\$ 166,300.00	\$ 81,300.00

**Data on subsequent offenses where fine was graduated were not readily available*

Potential Revenue if all Fine Fees were \$50

<i>Potential Revenue</i>	2009	2010	2011	2012	2013
Total Revenue-Calendar Year	\$ 123,200.00	\$ 263,600.00	\$ 409,350.00	\$ 470,900.00	\$ 340,300.00
Devices deployed**	1	1	2	2	3

Distribution Base Factor

State of New Mexico Portion	\$ 61,600.00	\$ 131,800.00	\$ 204,675.00	\$ 235,450.00	\$ 170,150.00
Vendor Portion	\$ 49,280.00	\$ 105,440.00	\$ 163,740.00	\$ 188,360.00	\$ 136,120.00
STOP Program Revenue	\$ 12,320.00	\$ 26,360.00	\$ 40,935.00	\$ 47,090.00	\$ 34,030.00

Distribution with Factor of 6 Devices

Total Revenue- Fiscal Year	\$ 739,200.00	\$ 1,581,600.00	\$ 1,228,050.00	\$ 1,412,700.00	\$ 680,600.00
State of New Mexico Portion	\$ 369,600.00	\$ 790,800.00	\$ 614,025.00	\$ 706,350.00	\$ 340,300.00
Vendor Portion	\$ 295,680.00	\$ 632,640.00	\$ 491,220.00	\$ 565,080.00	\$ 272,240.00
STOP Program Revenue	\$ 73,920.00	\$ 158,160.00	\$ 122,805.00	\$ 141,270.00	\$ 68,060.00

****We will be deploying 6 devices upon roll out of program**

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

2 **RESOLUTION NO. 2017-62**

3 **INTRODUCED BY:**

4
5 Councilor Signe I. Lindell

6 Councilor Mike Harris

7 Councilor Ronald S. Trujillo

8 Councilor Peter N. Ives

9
10 **A RESOLUTION**

11 **DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC**
12 **OPERATIONS PROGRAM (STOP) PERMITTED BY SECTION 24-4 SFCC 1987.**

13
14 **WHEREAS**, in 2008, the governing body authorized the implementation of the Santa Fe
15 Traffic Operations Program (STOP) to deter vehicle drivers who exceeded the posted speed limit;
16 and

17 **WHEREAS**, that governing body found that the high fatality and serious injury rate
18 resulted, in part, from speed limit violations; and

19 **WHEREAS**, the STOP program was in effect between 2008 and 2013, at which point it
20 was terminated by the governing body, though the authorizing ordinance remains as Section 24-4
21 SFCC 1987; and

22 **WHEREAS**, the purpose of the STOP program is to promote safety on our streets by
23 targeting areas shown to be areas of concern, or are subject to reports of speeding and high traffic
24 incidents; and

25 **WHEREAS**, the program allows officers the ability to be utilized in other crimes around

1 CITY OF SANTA FE, NEW MEXICO

2 RESOLUTION NO. 2017-62

3 INTRODUCED BY:

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10 A RESOLUTION

11 DIRECTING THE CITY MANAGER TO RESTART THE SANTA FE TRAFFIC
12 OPERATIONS PROGRAM (STOP) PERMITTED BY SECTION 24-4 SFCC 1987.

13
14 WHEREAS, in 2008, the governing body authorized the implementation of the Santa Fe
15 Traffic Operations Program (STOP) to deter vehicle drivers who exceeded the posted speed limit;
16 and

17 WHEREAS, that governing body found that the high fatality and serious injury rate
18 resulted, in part, from speed limit violations; and

19 WHEREAS, the STOP program was in effect between 2008 and 2013, at which point it
20 was terminated by the governing body, though the authorizing ordinance remains as Section 24-4
21 SFCC 1987; and

22 WHEREAS, the purpose of the STOP program is to promote safety on our streets by
23 targeting areas shown to be areas of concern, or are subject to reports of speeding and high traffic
24 incidents; and

25 WHEREAS, the program allows officers the ability to be utilized in other crimes around

1 the city, including burglaries, crashes, fatalities, and other incidents that might otherwise suffer a
2 delayed response time; and

3 **WHEREAS**, the camera speed device (CSD) that autonomously monitors vehicle speed
4 can continually issue citations, whereas an officer requires 15-20 minutes to issue a single
5 citation; and

6 **WHEREAS**, CSDs were frequently deployed in school zones at the request of Santa Fe
7 Public Schools to monitor vehicle speed through active school zones in an effort to safeguard
8 schoolchildren; and

9 **WHEREAS**, the goal of the STOP program is to increase driver awareness and attitude
10 towards speeding, and help them understand how they can keep themselves and other people safe
11 by obeying the posted speed limit; and

12 **WHEREAS**, certain legal and technical restrictions limit the location that the CSDs can
13 be placed, including that it must be a city-owned street, and have a minimum of 150 feet of
14 straight roadway; and

15 **WHEREAS**, in 2014 2569 crashes were reported, in 2015 2704 crashes were reported,
16 and in 2016, 3004 crashes were reported, showing a linear uptick in vehicle crashes since the
17 STOP program was terminated in 2013; and

18 **WHEREAS**, police responded to 7 fatal and great bodily harm crashes in 2014 and 2015,
19 and 12 in 2016; and

20 **WHEREAS**, police have seen a 42% increase in traffic complaints and requests for
21 monitoring between 2014 and 2016; and

22 **WHEREAS**, STOP proved to be a beneficial program for residents of the city of Santa
23 Fe by promoting safety and speed awareness to drivers, thus preventing fatal accidents that
24 devastate our community; and

25 **WHEREAS**, in addition to speed violations, CSDs have provided useful data in

1 identifying locations of unusual activity, determining what type of enforcement is needed in
2 specific locations, and have captured criminal activity suspects as they speed away from the scene
3 of an incident; and

4 **WHEREAS**, revenue generated from the program supports the salary and benefits of
5 those operating the program, as well as new and/or specialized equipment that permits officers to
6 improve enforcement efforts and provide better services to the community; and

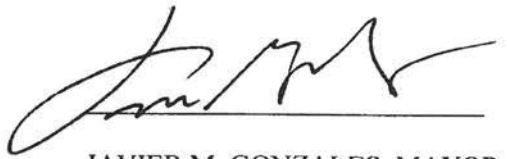
7 **WHEREAS**, when in effect, the STOP program altered the way people drive in the
8 community because the CSDs serve as a deterrent to reckless driving; and

9 **WHEREAS**, the welfare of the community is the mandate of the Santa Fe Police
10 Department, and restarting the STOP program will ensure that the city is addressing residents'
11 safety concerns.

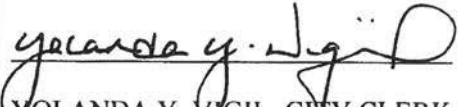
12 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
13 **CITY OF SANTA FE** that the city manager is directed to start anew the Santa Fe Traffic
14 Operations Program (STOP) as authorized by Section 24-4 SFCC 1987.

15 PASSED, APPROVED AND ADOPTED this 30th day of August, 2017.

16
17
18 ATTEST:



JAVIER M. GONZALES, MAYOR

19
20 
21 VOLANDA Y. VIGIL, CITY CLERK

22 APPROVED AS TO FORM:

23 
24
25 KELLEY A. BRENNAN, CITY ATTORNEY

M/Legislation/Resolutions 2017/2017-62 STOP Restart

1 CITY OF SANTA FE, NEW MEXICO

2 ORDINANCE NO. 2020-2

3
4
5 AN ORDINANCE

6 RELATING TO THE STOP PROGRAM; AMENDING SUBSECTION 24-4.5(H) TO
7 REMOVE INCREASED FINES FOR SUBSEQUENT STOP VIOLATIONS WITHIN A
8 TWO-YEAR PERIOD.

9
10 BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

11 Section 1. Subsection 24-4.5(H) of SFCC 1987 (being Ord. #2008-47 § 6, as
12 amended) is amended to read:

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

17 (1) For each violation, the fines for speeding are as follows:


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

20 (b) More than ten (10) miles per hour over the speed limit in all
21 other locations: fifty dollars (\$50.00).

22 (2) The hearing officer may allow service to the city as an alternative to
23 payment of fines. A violator who elects to avail themselves of the option of service to
24 the city in lieu of payment of a fine does so voluntarily and is entitled to none of the
25 benefits conferred upon city employees, including, without limitation, workers

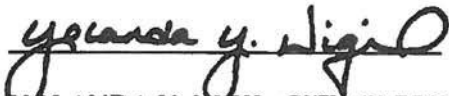
1 compensation. The city is not responsible for damages incurred except as otherwise
2 provided by law. The person seeking relief hereunder shall timely request the option
3 of service to the city in lieu of payment of a fine by requesting a hearing before a
4 hearing office to demonstrate that the person is eligible for the option and is not in
5 default on payment of other fines, fees, or liens levied by the city of Santa Fe.
6 Respondents ordered to perform community service in lieu of payment of a fine shall
7 complete such community service within thirty (30) days from the date of hearing.
8 Passing a background check is required to qualify as a volunteer under this paragraph.
9 The services shall be performed for approved organizations or city departments.
10 Services shall be rendered in not less than full hour increments and shall be credited
11 against the fine payable at a rate consistent with the city of Santa Fe Living Wage
12 Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee shall
13 establish procedures for administering this paragraph including, but not limited to, the
14 nature of services that may be performed.

15 PASSED, APPROVED, and ADOPTED this 29th day of January, 2020

16 
17 _____

18 ALAN WEBBER, MAYOR

19 ATTEST:

20 
21 YOLANDA Y. VIGIL, CITY CLERK

22 APPROVED AS TO FORM:

23 
24 _____
25 ERIN K. McSHERRY CITY ATTORNEY

Bill No. 2019-34

Legislation/2020/Ordinances/2020-2 STOP Amendment

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM.

24-4.1 - Short title.

Section 24-4 SFCC 1987 shall be referred to as the Santa Fe Traffic Operations Program or "STOP" and may sometimes be referred to as "this section."

(Ord. #2008-47, § 2)

24-4.2 - Findings and intent.

- A. The governing body finds that there is a significant risk to the health and safety of the community from drivers who exceed the posted speed limits.
- B. The governing body finds that some drivers in Santa Fe repeatedly violate posted speed limits. The governing body finds that state law against speeding is inadequate to preserve public safety in Santa Fe. The governing body finds that photographic and electronic devices that measure speed are accurate and reliable. The governing body finds that implementation of enforcement of speed limits by means of photographic and electronic equipment will abate the nuisance of speeding.
- C. The governing body declares that a vehicle used to violate this section is the instrumentality of a nuisance and shall be abated in the city.
- D. The governing body declares that this section is a nuisance abatement section enacted pursuant to the city's inherent authority under state law and that the remedies are purely civil and not criminal in nature.

(Ord. #2008-47, § 3; Ord. # 2017-17, § 1)

24-4.3 - Definitions.

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

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

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

City means the city of Santa Fe.

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

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

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

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

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Violation means a violation of this section.

(Ord. #2008-47, § 4; Ord. #2009-28, § 1; Ord. # 2017-17, § 2)

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

24-4.4 - Violation.

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

(Ord. #2008-47, § 5; Ord. #2011-5, § 1; Ord. # 2017-17, § 3)

24-4.5 - Enforcement.

- A. *Criminal Violation Observed by Police Officer.* This section does not abrogate or impair enforcement authority of existing traffic laws by a police officer for a violation committed in their presence. Specifically, if a police officer personally and contemporaneously observes a traffic violation, the police officer may stop the vehicle and issue a citation under state law or the city of Santa Fe Traffic Code in the usual manner.
- B. *Violation Recorded by CSD.* The contractor shall provide all evidence of a CSD recorded violation to a police officer. A police officer shall review all CSD evidence provided by the contractor. If the police officer determines that a violation has occurred, the police officer shall cause a STOP fine notification to be delivered to the registered owner. The registered owner is strictly and vicariously liable for the violation unless one (1) of the exceptions herein applies. If there is more than one (1) registered owner, all registered owners shall be jointly and severally liable.
- C. *STOP Fine Notification.*
- (1) *Form and contents.* The STOP fine notification shall state and contain the name of the registered owner or owners or nominee, the effective date of the STOP fine notification, the type of violation, the date, time, and location of the violation, a picture of the violation, the license number of the vehicle, the name and identification of the issuing police officer, the amount of the fine, whether the fine is a first or subsequent violation, the response due date and the address of the city clerk. The STOP fine notification shall conspicuously and in bold face type state; "Failure to pay this fine on time will lead to serious legal consequences including the assessment of additional fines and monies due. A second or subsequent STOP violation within two (2) years from the date of this STOP fine notification will lead to increasing fines and penalties." The STOP fine notification shall include an owner's affidavit form. The STOP fine notification shall contain a return envelope addressed to the contractor or the Santa Fe police department. The STOP fine notification shall inform the registered owner or the nominee of the right to request a hearing by so indicating in a space provided on the form and returning same to the city clerk within thirty-five (35) days of the effective date.
 - (2) *Delivery.* The STOP fine notification shall be delivered to the address of the registered owner according to the address registered with the department of motor vehicles or to the address of the nominee according to the owner's affidavit. The registered owner has a duty to timely notify DMV of a change of address and the failure to do so does not entitle the registered owner to assert the defense of inadequate notice. The mailing of a STOP fine notification to the address of the registered owner of a vehicle according to the records of DMV or to the address of the nominee according to the owner's affidavit is constructive notice of a STOP fine notification.
- D. *Response to a STOP Fine Notification.* Within thirty-five (35) days from the effective date, the registered owner shall pay the fine, file an owner's affidavit making a nomination, or request a hearing. To pay the fine, the recipient shall deliver the STOP fine notification with payment to the city or to the contractor according to the instructions on the STOP fine notification. To make a nomination, the recipient shall return the STOP fine notification with a completed owner's affidavit to the contractor. To request a hearing, the recipient shall return the STOP fine notification with the request for hearing to the hearing officer. There is no fee to request a hearing. Three (3) days for mailing is not allowed and the response shall be actually received no later than thirty-five (35)

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

consecutive days (including holidays) from the effective date. The department and hearing officer shall forthwith notify the contractor concerning the receipt of a request for hearing. If the fine has not been paid, there has been no nomination or a request for a hearing within thirty-five (35) days from the effective date, the contractor shall send written notice of default to the department and the registered owner or nominee or both.

- (1) Payment of STOP fine. Upon receipt of the STOP fine notification, the recipient may elect to admit the violation and pay the fine. To proceed under this paragraph, the recipient shall admit the violation by signing and dating the STOP fine notification on a space provided and returning the STOP fine notification with payment to the contractor or to the city within thirty-five (35) days. The city may, but is not required to, adopt procedures for alternative methods of payment of fines using the internet or other on-line services. There shall be a fifty dollar (\$50.00) penalty for any payment tendered that is not honored or is returned for any reason.
- (2) Appeal. The recipient of the STOP fine notification may request a hearing by so indicating and returning the STOP fine notification to the hearing officer within thirty-five (35) days of the effective date. There is no fee for a hearing. The hearing officer shall schedule a hearing.
- (3) Nomination. Any registered owner who was not driving the car at the time of the violation may either accept the responsibility or identify the driver so the contractor can send a notice of violation to the driver. The nomination procedure described in this paragraph is available to any registered owner and is not limited to corporations and governmental entities. If the registered owner claims that another person was driving the vehicle at the time of the violation, the registered owner shall so indicate on the owner's affidavit and identify the person who was driving the vehicle. The contractor shall forthwith deliver the STOP fine notification and owner's affidavit to the department to the attention of the issuing police officer. The police officer may send a new STOP fine notification to the nominee or cause the contractor to deliver a new STOP fine notification to the nominee. The effective date of the STOP fine notification sent to the nominee is the day the STOP fine notification is issued to the nominee as indicated on the face of the new STOP fine notification. If the nominee successfully appeals the allegation that he or she was the driver or defaults the city may proceed against the registered owner by issuing a subsequent STOP fine notification to the registered owner with the effective date being the date so indicated on the face of the subsequent STOP fine notification. If the city cannot assert jurisdiction over the nominee, the registered owner is responsible, subject to the remaining defenses available in this section. Any registered owner who submits an owner's affidavit does so under penalty of perjury. If the registered owner operates a business that uses a fleet of one (1) or more vehicles and nominated the driver on a previous violation and the driver paid the fine or otherwise cleared the violation, a subsequent violation pertaining to the fleet vehicle shall not be considered a second, third or subsequent violation regarding that vehicle unless driven by the same driver. Without limitation on the foregoing, nomination may be used when:
 - (a) The registered owner is the United States of America, state of New Mexico, county of Santa Fe, city of Santa Fe or any other governmental entity that owns a vehicle that was being driven by a natural person who was an employee, contractor or agent of the governmental entity at the time of the alleged violation. Said entities shall nominate and identify the driver.
 - (b) The registered owner is a place of business, corporation or other non-natural entity that owns a vehicle that was being driven by a natural person who was the employee, contractor or agent of the business, corporation or other non-natural entity at the time of the alleged violation. Said entities shall nominate and identify the driver.
 - (c) The registered owner is an automobile rental business, automobile dealership or other business entity that, in the ordinary course of business, leases vehicles to others and the lessee was driving the vehicle at the time of the alleged violation. Said entities shall nominate and identify the driver.

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

- (d) The registered owner was not driving the vehicle at the time of the violation. To assert the defense mentioned in this paragraph, the registered owner shall identify the actual driver and comply with the nomination provision above to assert this defense.
- E. *Default.* If the city does not receive payment of the fine, a nomination or a request for a hearing within thirty-five (35) days from the effective date, the registered owner is in default. Default automatically results in liability to the registered owner for the violation and the registered owner is barred from requesting or obtaining any hearing on the merits of the STOP fine after the date of the default. A default results in an additional penalty of twenty-five dollars (\$25.00). The department shall cause the contractor to mail the notice of default to the defaulting party. The notice of default shall inform the recipient that they have twenty (20) days from the date of mailing of the notice of default to pay the fine and default penalty or request a hearing from the hearing officer. If the default is not cured, the city may pursue all remedies for collection of a debt and is entitled to an award of reasonable attorney's fees incurred. An uncured notice of default shall be entered into the records of the department. The registered owner is liable for a default by a nominee.
- F. *Hearing.* In the event of a demand for a hearing, the hearing officer shall hold a hearing within ninety (90) days from the date of the request for hearing unless a continuance is granted pursuant to the consent of the parties. The hearing does not need to be held within ninety (90) days if a continuance is granted. The hearing officer is in charge of the proceedings and may exclude any person for inappropriate conduct. The hearing shall be conducted following the rules of evidence and civil procedure for the district courts. The department has the burden to prove by a preponderance of the evidence that the violation occurred. The respondent has the burden to prove any defenses by a preponderance of the evidence. A photograph, videotape or other electronic evidence of a violation is authentic, is not hearsay and shall be admitted into evidence by the hearing officer. The respondent may challenge the weight or accuracy of the evidence. If the department prevails, the respondent shall pay the fine. The hearing officer shall render a decision in writing in ten (10) days and provide the decision to the department and the finance department. A determination by the hearing officer shall not impose a total amount of penalties, fines, fees and costs in excess of that provided in this section. The hearing officer may refer the respondent to teen court according to the municipal court's procedures for teen court referrals. Failure to pay a fine as ordered by the hearing officer within twenty (20) consecutive days from the date of the decision is a default and will apply against the vehicle without service of a notice of default. Following a hearing, the respondent may appeal the decision of the hearing officer to district court within thirty (30) days of the decision and may recover the costs of filing the appeal if successful.
- G. *Defenses.* The respondent may present the following defenses in addition to any other defenses available under law and has the burden of proof concerning the defenses:
- (1) The vehicle was stolen or otherwise being driven without the registered owner's knowledge or permission at the time of the alleged violation. The registered owner shall have a police report pertaining to the theft to avail the owner of this defense.
 - (2) The ownership of the vehicle had lawfully been transferred and conveyed from the registered owner to another person before the time of the alleged violation. To assert this defense, the registered owner shall identify the transferee and provide proof of conveyance.
 - (3) The evidence does not show that a violation was committed involving the subject vehicle.
 - (4) The registered owner was not driving the vehicle at the time of the violation. To assert the defense mentioned in this paragraph, the registered owner shall identify the actual driver and comply with the nomination provision above to assert this defense.
 - (5) The vehicle should not be assessed an increased fine for a subsequent violation because the registered owner owns or operates a fleet of vehicles in a business and nominated the actual driver who satisfied payment of the fine on the previous violation.
 - (6) The registered owner did not receive notice because the STOP fine notification was not mailed to the address of record with the department of motor vehicles.

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

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

- (1) For each violation, the fines for speeding are as follows:
 - (a) More than five (5) miles per hour over the speed limit in school or construction zones: one hundred dollars (\$100.00);
 - (b) More than ten (10) miles per hour over the speed limit in all other locations: fifty dollars (\$50.00).
- (2) The hearing officer may allow service to the city as an alternative to payment of fines. A violator who elects to avail themselves of the option of service to the city in lieu of payment of a fine does so voluntarily and is entitled to none of the benefits conferred upon city employees, including, without limitation, workers compensation. The city is not responsible for damages incurred except as otherwise provided by law. The person seeking relief hereunder shall timely request the option of service to the city in lieu of payment of a fine by requesting a hearing before a hearing office to demonstrate that the person is eligible for the option and is not in default on payment of other fines, fees, or liens levied by the city of Santa Fe. Respondents ordered to perform community service in lieu of payment of a fine shall complete such community service within thirty (30) days from the date of hearing. Passing a background check is required to qualify as a volunteer under this paragraph. The services shall be performed for approved organizations or city departments. Services shall be rendered in not less than full hour increments and shall be credited against the fine payable at a rate consistent with the city of Santa Fe Living Wage Ordinance, Section 28-1.5(B) SFCC 1987. The city manager or designee shall establish procedures for administering this paragraph including, but not limited to, the nature of services that may be performed.

(Ord. #2008-47, § 6; Ord. #2009-28, § 2; Ord. #2011-4, § 2; Ord. # 2017-17, § 4; Ord. # 2020-2, § 1)

24-4.6 - Administration.

- A. The city shall install advance signal warnings as required by Section 66-7-103.1 NMSA 1978.
- B. The department shall be responsible for administration of this section. Reasonable rules and regulations may be promulgated by the city manager or his designee to carry out the intent and purpose of this section.
- C. The city manager may establish a STOP ombudsman to address and resolve citizen grievances with STOP procedures and technical issues regarding automated enforcement technology.
- D. The revenue generated through STOP shall be retained and distributed as follows:
 - (1) Each month, or other period set by contract, the city shall retain from the gross total amount of penalties, fines, fees and costs assessed and collected that month or period an amount subject to audit that is equal to the sum of the setup, maintenance, support and processing services fees charged for that month or period pursuant to contractual terms by a vendor providing systems and services including, but not limited to, all costs associated with the hearing officer, that assist the city in imposing penalties or fines and costs or fees as provided in subsection 24-4.5 SFCC 1987.
 - (2) Less the retention authorized in paragraph (1) above:
 - (a) One-half ($\frac{1}{2}$) of the net total amount assessed in penalties, fines, fees and costs by the city shall be remitted to the state treasurer and credited in accordance with § 3-18-17 NMSA 1978; and

Ordinance 24-4 - SANTA FE TRAFFIC OPERATIONS PROGRAM

- (b) One-half (½) of the net total amount assessed in penalties, fines, fees and costs shall be retained by the city for city traffic safety programs and to offset the city's reasonable costs directly related to administering the STOP program.
 - (3) In fiscal year 2009, and annually thereafter, the city shall cause an audit of the STOP program in accordance with § 3-18-17 NMSA.
- E. The police department shall present a monthly report to the public safety committee in such a format as to assist in evaluating the effectiveness of STOP in preventing accidents. The report shall include, without limitation:
 - (1) Statistical information regarding the number of violations that have been issued through STOP; and
 - (2) Types of accidents that have occurred at the intersections where STOP has been implemented; and
- F. The police department shall report back to the governing body one (1) year after the effective date of this ordinance regarding the implementation and enforcement of this ordinance; and to present any amendments to this ordinance.

(Ord. #2008-47, § 7; Ord. #2009-28, § 3)



City of Santa Fe

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

BUSINESS REGISTRATION

Business Name: AMERICAN TRAFFIC SOLUTIONS,
INC.
DBA: VERRA MOBILITY

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: PATRICIA CHIDO

License Number: 223516

Issued Date: December 11, 2020

Expiration Date: December 11, 2021

License Type: Business License - Renewable

Classification: Out of Jurisdiction Business License

Fees Paid: \$10.00

AMERICAN TRAFFIC SOLUTIONS, INC.
1150 N ALMA SCHOOL RD
MESA, AZ 85201

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. AMERICAN TRAFFIC SOLUTIONS INC.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5	Address (number, street, and apt. or suite no.) See instructions. 1150 N ALMA SCHOOL ROAD	Requester's name and address (optional)
6	City, state, and ZIP code MESA, AZ 85201	
7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
4	8	-	1	1	1	4	9	3	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶ 1/6/20
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/23/2020

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Cas Co of America		25674
INSURER B: The Travelers Indemnity Co of America		25666
INSURER C: The Standard Fire Ins Co		19070
INSURER D: Indian Harbor Insurance Company		36940
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 570085364861 REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			H6309K456809TIA20	07/01/2020	07/01/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			810-1N66741A-20-I3-G	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A			UB9K55644020I3G	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
D	Cyber Liability			MTP903976201 Claims Made SIR applies per policy terms & conditions	10/17/2020	10/17/2021	Each Claim Aggregate SIR	\$2,000,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Please see Named Insured Schedule. The City of Santa Fe, its officials, officers, employees, and agents are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe, New Mexico Purchasing Office 2651 Siringo Road, Bldg., H Santa Fe NM 87505 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier :

570085364861

Certificate No :





AGENCY CUSTOMER ID: 570000072487

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Verra Mobility Corporation	
POLICY NUMBER See Certificate Numbe 570085364861			
CARRIER See Certificate Numbe 570085364861	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

<p>THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance</p>
<p style="text-align: center;">workers Comp Underwriter Breakdown</p> <p>The Standard Fire Insurance (ASF) State - AZ</p> <p>Travelers Property Casualty Company of America (TIL) States - CA , FL, ID, OH, TX, WA,</p> <p>The Travelers Indemnity Company of America (TIA) States - CO, IL,</p> <p>Travelers Casualty And Surety Company (ACR) States - DC, ME</p> <p>The Phoenix Insurance Company (PHX) States - GA, MA, NH, NY, TN,</p> <p>The Travelers Indemnity Company of Connecticut (CT) States - IA, MI, NJ, PR, VA,</p> <p>Travelers Casualty Insurance Company of America (ACJ) States - KY</p> <p>Farmington Casualty Company (AFC) States - ME</p> <p>The Travelers Indemnity Company (IND) States - MO, PA,</p> <p>The Charter Oak Fire Insurance Company (COF) States - NC, OK, OR, RI,</p>



AGENCY CUSTOMER ID: 570000072487

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Verra Mobility Corporation	
POLICY NUMBER See Certificate Numbe 570085364861		EFFECTIVE DATE	
CARRIER See Certificate Numbe 570085364861	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insureds Schedule

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

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



Santa Fe, NM

Order Number: 5205

Friday, December 11, 2020

• Your payment was successfully processed.

Invoice #	Item Description	Quantity	Unit Price	Total Price
INV-00021596	NONE	1	\$10.00	\$10.00
			Item Total:	\$10.00
			Order Total:	\$10.00

Continue to site (<https://santafenm-energovpub.tylerhost.net/Apps/selfservice#/paymentsuccess?invoiceNumber=5205>)

VALDEZ, BENJAMIN P.

From: Jeff Obechina <Jeff.Obechina@verramobility.com>
Sent: Wednesday, December 16, 2020 9:15 AM
To: VALDEZ, BENJAMIN P.
Subject: Santa Fe Business License
Attachments: 2021 Online Renewal Receipt - NM - City of Santa Fe - American Traffic Solutions.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ben,

Santa Fe, NM license was renewed on 12.11.2020. Attached is the receipt for the fee pmt. Once it's processed by the City and made available to us, I'll send you a copy of 2021 license.

Kind Regards
Jeff

ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 01/12/21
FOR CITY COUNCIL MEETING OF 01/13/21

i) Request for the Approval of the Agreement between the City of Santa Fe and American Traffic Solutions, Inc, dba Verra Mobility for Providing Equipment and Services for the Santa Fe Traffic Operations Program (STOP); American Traffic Solutions, Inc, dba Verra Mobility; Ben Valdez, Deputy Chief of Police, bpvaldez@santafenm.gov, 505-955-5040.

Committee	Review:
Finance Committee:	1/4/21
Quality of Life Committee:	1/20/21
Governing Body: 1/27/21	

FINANCE COMMITTEE ACTION:

Not Approved on discussion.

FUNDING SOURCE:

SPECIAL CONDITIONS OR AMENDMENTS

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR ABEYTA	X		
COUNCILOR CASSUTT-SANCHEZ		X	
COUNCILOR LINDELL	X		
COUNCILOR ROMERO-WIRTH		X	
CHAIRPERSON VILLARREAL		X	



City of Santa Fe New Mexico

Memorandum



Date: December 31, 2020

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

Via: Erin K. McSherry, City Attorney

From: Kyle Hibner, City Prosecutor ^{KH}
Jesse Guillen, Legislative Liaison ^{KH} *JG*

RE: Updates to the Uniform Traffic Ordinance, 2020

ITEM AND ISSUE:

The Bill incorporates changes to the Uniform Traffic Ordinance that reflect changes made at the state level.

BACKGROUND AND SUMMARY:

The Uniform Traffic Ordinance, as compiled by the New Mexico Municipal League, includes all statutory changes enacted by the legislature and as amended by the Governing Body.

The Bill amends various sections of the Uniform Traffic Ordinance to insert a clause stating that a person who violates a provision of the particular section is guilty of a penalty assessment misdemeanor while also removing the possibility of jail time in most cases.

A new section to establish a charge for driving while intoxicated with a minor in the vehicle is being added as well as creating three different sections for (1) driving while license is suspended, (2) driving while license is administratively suspended, and (3) driving when the privilege to do so has been revoked.

The Bill amends the section on littering to allow for the requirement for a violator to pick up the litter. The Bill also allows for motorists to use a portable electronic device to show proof of insurance. Schedule A of the UTO, the Penalty Assessment Schedule, is being amended as required based on the amendments to the UTO.

Finally, Section 24-1.1 SFCC 1987 is being amended to add the UTO as an Exhibit A at the end of Chapter 24 to provide ease of access to the public.

ACTION REQUESTED:

Adopt the Bill as presented.

ATTACHMENTS:

Bill

Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2021-__

INTRODUCED BY:

Councilor Chris Rivera

AN ORDINANCE

RELATING TO THE CITY OF SANTA FE UNIFORM TRAFFIC ORDINANCE (“UTO”); AMENDING VARIOUS SECTIONS TO INSERT A CLAUSE STATING THAT A PERSON WHO VIOLATES A PROVISION OF THE PARTICULAR SECTION IS GUILTY OF PENALTY ASSESSMENT MISDEMEANOR; CREATING A NEW SUBSECTION 12-6-12.2A TO ESTABLISH A CHARGE FOR DRIVING WHILE INTOXICATED WITH A MINOR IN THE VEHICLE; AMENDING SUBSECTION 12-6-12.6 TO REMOVE REFERENCES TO DRIVING WHEN PRIVILEGE TO DO SO HAS BEEN REVOKED; CREATING A NEW SUBSECTION 12-6-12.6A TO ESTABLISH A CHARGE FOR DRIVING WHILE LICENSE IS ADMINISTRATIVELY SUSPENDED; CREATING A NEW SUBSECTION 12-6-12.6B TO ESTABLISH A CHARGE FOR DRIVING WHEN THE PRIVILEGE TO DO SO HAS BEEN REVOKED; AMENDING SUBSECTION 12-6-13.11 TO ESTABLISH A FINE FOR LITTERING; AMENDING SUBSECTION 12-10-4.1 TO PERMIT THE USE OF A PORTABLE ELECTRONIC DEVICE TO SHOW PROOF OF INSURANCE; AMENDING SCHEDULE A OF THE UTO TO ADD THE FINES ASSOCIATED WITH THE ADDITION OF THE PENALTY

1 ASSESSMENT MISDEMEANOR PROVISIONS; AND AMENDING SECTION 24-1.1
2 SFCC 1987 TO ADD THE UTO AS AN EXHIBIT A TO THE END OF CHAPTER 24
3 SFCC 1987.

4
5 **BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:**

6 Section 1. Section 12-5-7 of the Uniform Traffic Ordinance (being Ord. No.
7 2011-4) is amended to read:

8 **12-5-7 PEDESTRIAN CONTROL SIGNALS.**

9 A. Whenever special pedestrian control signals exhibiting the words "walk" or
10 "don't walk" are in place:

11 [~~A~~]1. "walk" indicates that pedestrians facing the signal may proceed across the street
12 in the direction of the signal and shall be given the right of way by drivers of all vehicles; and

13 [~~B~~]2. "don't walk" indicates that no pedestrian shall start to cross the street in the
14 direction of the signal, but any pedestrian who has partially completed his crossing on the walk
15 signal shall proceed to a sidewalk or safety island while the "don't walk" signal is showing.

16 B. A person who violates the provisions of this section is guilty of a penalty
17 assessment misdemeanor. (NMSA 1978, § 66-7-106)

18 Section 2. Section 12-5-8 of the Uniform Traffic Ordinance (being Ord. No.
19 2011-4) is amended to read:

20 **12-5-8 FLASHING SIGNALS.**

21 A. Whenever an illuminated flashing red or yellow signal is used in a traffic sign or
22 signal it shall require obedience by vehicular traffic as follows:

- 23 (1) flashing red (stop signal)--when a red lens is illuminated with rapid
24 intermittent flashes, drivers of vehicles shall stop before entering the nearest crosswalk at
25 an intersection or at a limit line when marked, or, if none, then before entering the

1 intersection, and the right to proceed shall be subject to the rules applicable after making
2 a stop at a stop sign; or

3 (2) flashing yellow (caution signal)--when a yellow lens is illuminated with
4 rapid intermittent flashes, drivers of vehicles may proceed through the intersection or past
5 such signal only with caution.

6 B. This section shall not apply at railroad grade crossings. Conduct of drivers of
7 vehicles approaching railroad grade crossings shall be governed by the rules as set forth in
8 Sections 12-6-7.5 - 12-6-7.8 of this ordinance.

9 C. A person who violates the provisions of this section is guilty of a penalty
10 assessment misdemeanor. (NMSA 1978, § 66-7-107)

11 **Section 3. Section 12-5-10 of the Uniform Traffic Ordinance (being Ord. No.**
12 **2011-4) is amended to read:**

13 **12-5-10 DISPLAY OF UNAUTHORIZED SIGNS, SIGNALS OR MARKINGS.**

14 A. No person shall place, maintain, or display upon or in view of any street any
15 unauthorized sign, signal, marking or device which purports to be or is an imitation of or
16 resembles an official traffic-control device or railroad sign or signal, or which attempts to direct
17 the movements of traffic, or which hides from view or interferes with the effectiveness of any
18 official traffic-control device or any railroad sign or signal, and no person shall place or maintain
19 nor shall any public authority permit upon any highway any traffic sign or signal bearing thereon
20 any commercial advertising.

21 B. Every such prohibited sign, signal or marking is hereby declared to be a public
22 nuisance and the administrator is hereby empowered to remove the same or cause it to be
23 removed without notice.

24 C. The provisions of this section shall not prohibit the erection of signs upon private
25 property adjacent to streets if the signs give useful directional information and are of a type that

1 cannot be mistaken for official signs. (*)

2 D. A person who violates the provisions of this section is guilty of a penalty
3 assessment misdemeanor. (NMSA 1978, § 66-7-108)

4 **Section 4. A new subsection 12-6-12.2A of the Uniform Traffic Ordinance is**
5 **ordained to read:**

6 **[NEW MATERIAL] 12-6-12.2A DRIVING WHILE INTOXICATED WITH A MINOR**
7 **IN THE VEHICLE.**

8 A. Driving while intoxicated with a minor in the vehicle consists of a person
9 committing a violation of 12-6-12.1 when a minor is in the vehicle and when the minor does not
10 suffer great bodily harm or death. Whoever commits driving while intoxicated with a minor in the
11 vehicle is guilty of a misdemeanor.

12 B. A charge for a violation of Subsection A of this section shall be in addition to a
13 charge for the violation of 12-6-12.1 and shall be punished as a separate offense.

14 C. As used in this section, "minor" means an individual who is younger than
15 thirteen years of age.

16 **Section 5. Section 12-6-12.6 of the Uniform Traffic Ordinance (being Ord. No.**
17 **2011-4, as amended) is amended to read:**

18 **12-6-12.6 UNLAWFUL USE OF LICENSE; DRIVING WHEN PRIVILEGE TO DO**
19 **SO HAS BEEN SUSPENDED [OR REVOKED].**

20 A. No person shall:

21 (1) display or cause or permit to be displayed or have in ~~his~~ the driver's
22 possession any canceled, revoked, or suspended driver's license or permit;

23 (2) lend ~~his~~ the person's driver's license or permit to any other person or
24 knowingly permit the use thereof by another;

25 (3) display or represent as one's own any driver's license or permit not issued

1 to ~~him~~ the driver;

2 (4) fail or refuse to surrender to the court upon its lawful demand any
3 driver's license or permit which has been suspended, revoked, or canceled;

4 (5) permit any unlawful use of driver's license or permit issued to ~~him~~ the
5 driver; (NMSA 1978, § 66-5-37)

6 (6) drive a motor vehicle on any public street or highway at a time when
7 ~~his~~ the driver's privilege to do so is suspended and who knows or should have known
8 that ~~his~~ the driver's license was suspended. Upon conviction, the person ~~shall~~ may be
9 punished by imprisonment for not ~~[less than four days nor more than ninety days or~~
10 ~~participation for an equivalent period of time in a certified alternative sentencing~~
11 ~~program, and there may be imposed in addition a fine of not more than five hundred~~
12 ~~dollars (\$500.00)]~~ more than ninety (90) days, participation for an equivalent period of
13 time in a certified alternative sentencing program, and/or a fine of not more than three
14 hundred dollars (\$300.00). When a person pays any or all of the cost of participating in a
15 certified alternative sentencing program, the court may apply that payment as a deduction
16 to any fine imposed by the court. (NMSA 1978, § 66-5-39)

17 ~~[(7) drive a motor vehicle on a highway of this state at a time when the~~
18 ~~person's privilege to do so is revoked and who knows or should have known that the~~
19 ~~person's license was revoked is guilty of a misdemeanor and shall be charged with a~~
20 ~~violation of this section. Under conviction, the person shall be punished, notwithstanding~~
21 ~~the provisions of Sec. 31-18-13 NMSA 1978, by imprisonment for not less than four days~~
22 ~~or more than ninety days or by participation for an equivalent period of time in a certified~~
23 ~~alternative sentencing program, and there may be imposed in addition a fine of no more~~
24 ~~than \$500. When a person pays any or all of the cost of participating in a certified~~
25 ~~alternative sentencing program, the court may apply that payment as a deduction to any~~

1 fine imposed by the court; and

2 (8) ~~notwithstanding any other provision of law for suspension or deferment~~
3 ~~of execution of a sentence, if the person's privilege to drive as revoked for driving under~~
4 ~~the influence of intoxicating liquor or drugs or a violation of the Implied Consent Act,~~
5 ~~upon conviction shall be punished by imprisonment for not less than seven consecutive~~
6 ~~days and shall be fined not less than three hundred dollars (\$300) and not more than five~~
7 ~~hundred dollars (\$500) and the fine and imprisonment shall not be suspended, deferred or~~
8 ~~taken under advisement. No other disposition by plea of guilty to any other charge in~~
9 ~~satisfaction of a charge under this section shall be authorized if the person's privilege to~~
10 ~~drive was revoked for driving under the influence of intoxicating liquor or drugs or a~~
11 ~~violation of the Implied Consent Act, (66-3-39.1 NMSA 1978)]~~

12 B. In addition to any other penalties imposed pursuant to the provisions of this
13 section, when a person is convicted pursuant to the provisions of this section, the motor vehicle
14 the person was driving shall be immobilized by an immobilization device for thirty days, unless
15 immobilization of the motor vehicle poses an imminent danger to the health, safety or
16 employment of the convicted person's immediate family or the family of the owner of the motor
17 vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (NMSA
18 1978, § 66-5-39)

19 **Section 6. A new subsection 12-6-12.6A of the Uniform Traffic Ordinance is**
20 **ordained to read:**

21 **[NEW MATERIAL] 12-6-12.6A DRIVING WHILE LICENSE ADMINISTRATIVELY**
22 **SUSPENDED.**

23 A. A person who drives a motor vehicle on any public highway or street at a time
24 when the person's privilege to do so is administratively suspended is guilty of a penalty
25 assessment misdemeanor and may be punished pursuant to Schedule A of the Uniform Traffic

1 Ordinance.

2 **Section 7. A new subsection 12-6-12.6B of the Uniform Traffic Ordinance is**
3 **ordained to read:**

4 **[NEW MATERIAL] 12-6-12.6B UNLAWFUL USE OF LICENSE; DRIVING WHEN**
5 **PRIVILEGE TO DO SO HAS BEEN REVOKED**

6 A. No person shall drive a motor vehicle on a public highway or street at a time
7 when the person's privilege to do so is revoked and who knows or should have known that the
8 person's license was revoked is guilty of a misdemeanor and shall be charged with a violation of
9 this section. Under conviction, the person shall be punished, by imprisonment for not less than
10 four (4) days or more than ninety (90) days or by participation for an equivalent period of time in
11 a certified alternative sentencing program, and there may be imposed in addition a fine of no
12 more than five hundred dollars (\$500.00). When a person pays any or all of the cost of
13 participating in a certified alternative sentencing program, the court may apply that payment as a
14 deduction to any fine imposed by the court.

15 B. Notwithstanding any other provision of law for suspension or deferment of
16 execution of a sentence, if the person's privilege to drive is revoked for driving under the
17 influence of intoxicating liquor or drugs or a violation of the Implied Consent Act, upon
18 conviction that person shall be punished by imprisonment for not less than seven (7) consecutive
19 days and shall be fined not less than three hundred dollars (\$300.00) and not more than five
20 hundred dollars (\$500.00) and the fine and imprisonment shall not be suspended, deferred, or
21 taken under advisement. No other disposition by plea of guilty to any other charge in satisfaction
22 of a charge under this section shall be authorized if the person's privilege to drive was revoked
23 for driving under the influence of intoxicating liquor or drugs or a violation of the Implied
24 Consent Act, (NMSA 1978, § 66-3-39.1)

25 B. In addition to any other penalties imposed pursuant to the provisions of this

1 section, when a person is convicted pursuant to the provisions of this section, the motor vehicle
2 the person was driving shall be immobilized by an immobilization device for thirty (30) days,
3 unless immobilization of the motor vehicle poses an imminent danger to the health, safety, or
4 employment of the convicted person's immediate family or the family of the owner of the motor
5 vehicle. The convicted person shall bear the cost of immobilizing the motor vehicle. (NMSA
6 1978, § 66-5-39)

7 **Section 8. Subsection 12-6-12.11 of the Uniform Traffic Ordinance (being Ord.**
8 **No. 2011-4) is amended to read:**

9 **12-6-12.11 RESTRICTION ON USE OF [TELEVISION] VIDEO IN MOTOR**
10 **VEHICLES.**

11 A. It is unlawful to operate in this municipality any motor vehicle equipped with a
12 [television] video screen, of whatever type, upon which images may be projected or shown, if the
13 screen is within the normal view of the driver of the motor vehicle, unless the [television] video
14 screen is solely used as an aid to the driver in the operation of the vehicle.

15 B. A person who violates the provisions of this section is guilty of a penalty
16 assessment misdemeanor.

17 C. As used in this section "[television] video screen" does not include closed
18 circuit monitors or computer terminal monitors used by law enforcement agencies in law
19 enforcement motor vehicles. (NMSA 1978, § 66-7-358)

20 **Section 9. Subsection 12-6-12.12 of the Uniform Traffic Ordinance (being Ord.**
21 **No. 2011-4) is amended to read:**

22 **12-6-12.12 COASTING PROHIBITED.**

23 A. The driver of any motor vehicle when traveling upon a down grade shall not
24 coast with the clutch disengaged.

25 B. A person who violates the provisions of this section is guilty of a penalty

1 assessment misdemeanor. (NMSA 1978, § 66-7-360)

2 **Section 10. Subsection 12-6-13.10 of the Uniform Traffic Ordinance (being Ord.**
3 **No. 2011-4) is amended to read:**

4 **12-6-13.10 ANIMALS ON STREET.**

5 A. It is unlawful for any person, during the hours of darkness to ride a horse or other
6 animal upon the traveled portion of any street which is normally used by motor vehicles.

7 B. It is unlawful for any person negligently to permit livestock to wander or graze
8 upon any fenced street at any time or, during the hours of darkness, to drive livestock along or
9 upon any street which is normally used by motor vehicles.

10 C. Owners of livestock ranging in pastures through which unfenced roadways pass
11 shall not be liable for damages by reason of injury or damage to persons or property occasioned
12 by collisions of vehicles using said roadways and livestock or animals ranging in said pastures
13 unless such owner of livestock is guilty of specific negligence other than allowing [~~his animals~~
14 livestock] to range in said pasture. (NMSA 1978, § 66-7-363)

15 D. A person who violates the provisions of this section is guilty of a penalty
16 assessment misdemeanor.

17 **Section 11. Subsection 12-6-13.11 of the Uniform Traffic Ordinance (being Ord.**
18 **No. 2011-4) is amended to read:**

19 **12-6-13.11 DRIVING ON MOUNTAIN STREETS.**

20 A. The driver of a motor vehicle traveling through defiles or canyons or on
21 mountain streets shall hold such motor vehicle under control and as near the right-hand edge of
22 the street as reasonably possible.

23 B. A person who violates the provisions of this section is guilty of a penalty
24 assessment misdemeanor. (NMSA 1978, § 66-7-359)

25 **Section 12. Subsection 12-6-13.11 of the Uniform Traffic Ordinance (being Ord.**

1 **No. 2011-4) is amended to read:**

2 **12-6-13.15 LITTERING**

3 A. No person shall throw or deposit from a motor vehicle upon a city street any
4 trash, glass bottles, glass, nails, tacks, wire, or cans.

5 B. No person shall throw a lighted match, cigar, cigarette, matches, or other flaming
6 or glowing substance from a motor vehicle where it can start a fire.(*)

7 C. A person who drops or permits to be dropped or thrown from a motor vehicle
8 upon any city street any destructive or injurious material or trash shall immediately remove the
9 same or cause it to be removed.

10 D. A person removing a wrecked or damaged vehicle from a city street shall remove
11 any glass or other injurious substance dropped upon the city street from the vehicle.

12 E. As used in this section, "trash" means any article or substance that, when
13 discarded, creates or contributes to an unsanitary, offensive, or unsightly condition. "Trash"
14 includes waste food; paper products; cans, bottles, and other containers; household furnishings
15 and equipment; parts or bodies of vehicles and other metallic junk or scrap; and collections of
16 ashes, dirt, yard trimmings, and other rubbish.

17 F. Whoever commits littering is guilty of a petty misdemeanor, and notwithstanding
18 the provisions of NMSA 1978, Section 31-9-1, shall be punished by a fine of three hundred
19 dollars (\$300.00). The use of uniform traffic citations is authorized for the enforcement of this
20 section. The court may, to the extent permitted by law, as a condition to suspension of any other
21 penalty provided by law, require a person who commits littering to pick up and remove from any
22 public place or any private property, with prior permission of the legal owner, any litter deposited
23 thereon. (NMSA1978, § 30-8-4)

24 **Section 13. Subsection 12-6-14.2 of the Uniform Traffic Ordinance (being Ord.**
25 **No. 2011-4) is amended to read:**

1 **12-6-14.2 PEDESTRIANS RIGHT OF WAY IN CROSSWALKS.**

2 A. When traffic-control signals are not in place or not in operation, the driver of a
3 vehicle shall yield the right of way, slowing down or stopping if need be to so yield, to a
4 pedestrian crossing the street within a crosswalk when the pedestrian is in the crosswalk.

5 B. ~~[No]~~ A pedestrian shall not suddenly leave a curb or other place of safety and
6 walk or run into the path of a vehicle which is so close that it is impossible for the driver to yield.

7 C. Subsection A shall not apply under the conditions stated in Section 12-6-14.4.

8 D. Whenever any vehicle is stopped at a marked crosswalk or at any unmarked
9 crosswalk at an intersection to permit a pedestrian to cross the street, the driver of any other
10 vehicle approaching from the rear shall not overtake and pass such stopped vehicle.

11 E. A person who violates the provisions of this section is guilty of a penalty
12 assessment misdemeanor. (NMSA 1978, § 66-7-334)

13 **Section 14. Subsection 12-6-14.3 of the Uniform Traffic Ordinance (being Ord.**
14 **No. 2011-4) is amended to read:**

15 **12-6-14.3 PEDESTRIANS TO USE RIGHT HALF OF CROSSWALK.**

16 A. Pedestrians shall move, whenever practicable, upon the right half of crosswalks.
17 (NMSA 1978, § 66-7-338)

18 B. A person who violates the provisions of this section is guilty of a penalty
19 assessment misdemeanor.

20 **Section 15. Subsection 12-8-1 of the Uniform Traffic Ordinance (being Ord. No.**
21 **2011-4) is amended to read:**

22 **12-8-1 EFFECT OF REGULATIONS.**

23 A. It is a penalty assessment misdemeanor for a person to perform any act forbidden
24 or fail to perform any act required by Sections 12-8-1 through 23 of the Uniform Traffic
25 Ordinance.

1 [A]B. The parent of any child and the guardian of any ward shall not authorize or
2 permit any such child or ward to violate any of the provisions of this ordinance.

3 [B]C. These regulations applicable to bicycles shall apply whenever a bicycle is
4 operated upon any street or upon any path set aside for the exclusive use of bicycles subject to
5 those exceptions stated herein. (NMSA 1978, § 66-3-701)

6 **Section 16. Subsection 12-10-1.1 of the Uniform Traffic Ordinance (being Ord.
7 No. 2011-4) is amended to read:**

8 **12-10-1.1 PROHIBITED ACTS.**

9 A. Except as otherwise provided in this section, it is a penalty assessment
10 misdemeanor for any person to drive or move, or for the owner to cause or permit to be driven or
11 moved, on any street, any vehicle, or combination of vehicles, which is in such unsafe condition
12 as to endanger any person, or which does not contain those parts, or is not at all times equipped
13 with such lamps and other equipment, in proper condition and adjustment, as is required by
14 Sections 12-10-1.1 through 12-10-1.51, or which is equipped in any manner that is in violation of
15 those sections, or for any person to do any act forbidden, or fail to perform any act required under
16 those sections.

17 B. Nothing contained in Sections 12-10-1.1 through 12-10-1.51 shall be construed
18 to prohibit the use of additional parts and accessories on any vehicle which are not inconsistent
19 with the provisions of such sections.

20 C. The provisions of Sections 12-10-1.1 through 12-10-1.51, with respect to
21 equipment on vehicles, shall not apply to implements of husbandry, road machinery, road rollers
22 or farm tractors, except as made applicable in those sections. (NMSA 1978, § 66-3-801)

23 **Section 17. Subsection 12-10-1.3 of the Uniform Traffic Ordinance (being Ord.
24 No. 2011-4) is amended to read:**

25 **12-10-1.3 WHEN LIGHTED LAMPS ARE REQUIRED.**

1 A. _____ Every vehicle upon a street within this municipality at any time from a half-hour
2 after sunset to a half-hour before sunrise and at any other time when there is not sufficient light to
3 render clearly discernible persons and vehicles on the street at a distance of five hundred feet
4 ahead shall display lighted lamps and illuminating devices as hereinafter respectively required for
5 different classes of vehicles, subject to exceptions with respect to parked vehicles as hereinafter
6 stated. (NMSA 1978, § 66-3-802)

7 B. _____ A person who violates the provisions of this section is guilty of a penalty
8 assessment misdemeanor. (NMSA 1978, § 66-3-802)

9 **Section 18. Subsection 12-10-1.5 of the Uniform Traffic Ordinance (being Ord.**
10 **No. 2011-4) is amended to read:**

11 **12-10-1.5 HEAD LAMPS ON MOTOR VEHICLES.**

12 A. Every motor vehicle other than a motorcycle or motor-driven cycle shall be
13 equipped with at least two headlamps with at least one on each side of the front of the motor
14 vehicle, which headlamps shall comply with the requirements and limitations set forth in this
15 ordinance.

16 B. Every motorcycle and every motor-driven cycle shall be equipped with at least
17 one and not more than two headlamps which shall comply with the requirements and limitations
18 of this ordinance.

19 C. Every headlamp upon every motor vehicle, including every motorcycle and
20 motor-driven cycle, shall be located at a height measured from the center of the headlamp of not
21 more than fifty-four inches nor less than twenty inches to be measured as set forth in Section 12-
22 10-1.4B. The provisions of this paragraph shall apply only to new motor vehicles sold after July
23 1, 1953. (NMSA 1978, § 66-3-804)

24 D. For the purposes of Sections 12-10-1.1 through 12-10-1.5, parking lamps shall
25 not be used in lieu of head lamps.(*)

1 E. No headlight shall emit a glaring or dazzling light. (NMSA 1978, § 66-3-828)

2 F. A person who violates the provisions of this section is guilty of a penalty
3 assessment misdemeanor. (NMSA 1978, § 66-3-804)

4 **Section 19. Subsection 12-10-1.8 of the Uniform Traffic Ordinance (being Ord.**
5 **No. 2011-4) is amended to read:**

6 **12-10-1.8 VEHICLES TO BE EQUIPPED WITH REFLECTORS.**

7 A. Every new motor vehicle hereafter sold and operated upon a street, other than a
8 truck tractor, shall carry on the rear, either as a part of the tail lamps or separately, two red
9 reflectors, except that every motorcycle and every motor-driven cycle shall carry at least one
10 reflector, meeting the requirements of this section.

11 B. Every such reflector shall be mounted on the vehicle at a height not less than
12 twenty inches nor more than sixty inches measured as set forth in Section 12-10-1.4B, and shall
13 be of such size and characteristics and so mounted as to be visible at night from all distances
14 within three hundred feet to fifty feet from such vehicle when directly in front of lawful upper
15 beams of headlamps. (NMSA 1978, § 66-3-806)

16 C. A person who violates the provisions of this section is guilty of a penalty
17 assessment misdemeanor. (NMSA 1978, § 66-3-806)

18 **Section 20. Subsection 12-10-1.12 of the Uniform Traffic Ordinance (being Ord.**
19 **No. 2011-4) is amended to read:**

20 **12-10-1.12 WINDSHIELD MUST BE UNOBSTRUCTED AND EQUIPPED**
21 **WITH WIPERS; WINDOWS MUST BE TRANSPARENT; EXCEPTIONS.**

22 A. No person shall drive any motor vehicle with any sign, poster or other
23 nontransparent material upon or in the front windshield, windows to the immediate right and left
24 of the driver or in the rear-most window if the latter is used for driving visibility except as
25 provided in Section 12-10-1.12A. The rear-most window is not necessary for driving visibility

1 where outside rear-view mirrors are attached to the vehicle.

2 B. The windshield on every motor vehicle, except a motorcycle, shall be equipped
3 with a device for cleaning rain, snow or other moisture from the windshield, which device shall
4 be so constructed as to be controlled or operated by the driver of the vehicle.

5 C. Every windshield wiper upon a motor vehicle shall be maintained in good
6 working order.

7 D. A person who violates the provisions of this section is guilty of a penalty
8 assessment misdemeanor. (NMSA 1978, § 66-3-846)

9 **Section 21. Subsection 12-10-1.12A of the Uniform Traffic Ordinance (being**
10 **Ord. No. 2011-4) is amended to read:**

11 **12-10-1.12A SUN SCREENING MATERIAL ON WINDSHIELDS AND WINDOWS;**
12 **REQUIREMENTS; VIOLATION; PENALTY.**

13 A. A person shall not operate on any street or highway a motor vehicle that is
14 registered or required to be registered in this state if that motor vehicle has a sun screening
15 material on the windshield or any window that does not comply with the requirements of this
16 section.

17 B. Except as otherwise provided in this section, a sun screening material:

18 (1) when used in conjunction with the windshield, shall be nonreflective,
19 shall not be red, yellow or amber in color and shall be used only along the top of the
20 windshield, not extending downward beyond the ASI line or more than five inches from
21 the top of the windshield, whichever is closer to the top of the windshield; and

22 (2) when used in conjunction with the safety glazing materials of the side
23 wings or the side windows located at the immediate right and left of the driver, the side
24 windows behind the driver and the rearmost window shall be nonreflective, shall have a
25 light transmission of not less than twenty percent and shall be used only on the windows

1 of a motor vehicle equipped with one right and one left outside rearview mirror.

2 C. Each manufacturer shall:

3 (1) certify to the division that a sun screening material used by that
4 manufacturer is in compliance with the nonreflectivity and light transmission
5 requirements of this section;

6 (2) provide a label not to exceed one and one-half square inches in size that:

7 (a) is installed permanently and legibly between the sun screening
8 material and each glazing surface to which it is applied;

9 (b) contains the manufacturer's name, the date the sun screening
10 material was manufactured and the percentage of light transmission; and

11 (c) is placed in the left lower corner of each glazing surface when
12 facing the motor vehicle from the outside; and

13 (3) include instructions with the sun screening material for proper
14 installation, including the affixing of the label specified in this subsection.

15 D. No person shall:

16 (1) offer for sale or for use any sun screening material for motor vehicle use
17 not in compliance with this section; or

18 (2) install any sun screening material on motor vehicles intended for
19 operation on any street or highway without permanently affixing the label specified in
20 subsection C of this section.

21 E. The provisions of this section do not apply to a motor vehicle registered in this
22 state in the name of a person, or the person's legal guardian, who has an affidavit signed by a
23 physician or an optometrist licensed to practice in this state that states that the person has a
24 physical condition that makes it necessary to equip the motor vehicle with sun screening material
25 that is in violation of this section. The affidavit shall be in the possession of the person with such

1 a physical condition, or the person's legal guardian, at all times while being transported in the
2 motor vehicle.

3 F. The light transmission requirement of this section does not apply to windows
4 behind the driver on truck tractors, buses, recreational vehicles, multipurpose passenger vehicles
5 and motor homes. The provisions of this section shall not apply to motor vehicle glazing which
6 complies with federal motor vehicle standards.

7 G. The provisions of this section do not apply to motor vehicles that have sun
8 screening material on the windshield or any window prior to 1997.

9 H. As used in this section:

10 (1) "light transmission" means the ration of the amount of total light that
11 passes through a product or material, expressed in percentages, to the amount of total
12 light falling on the product or material;

13 (2) "manufacturer" means any person engaged in the manufacturing or
14 assembling of sun screening products or materials designed to be used in conjunction
15 with motor vehicle glazing materials for the purpose of reducing the effects of the sun;

16 (3) "nonreflective" means designed to absorb light rather than to reflect it;
17 and

18 (4) sun screening material means any film material, substance, device or
19 product that is designed to be used in conjunction with motor vehicle safety glazing
20 materials for reducing the effects of the sun.

21 I. ~~[Any]~~ A person who violates ~~[any]~~ a provision of this section is guilty of a
22 ~~[petty] penalty assessment~~ misdemeanor ~~[and upon conviction shall be punished by a fine of not~~
23 ~~more than seventy five dollars (\$75.00)].~~ (NMSA 1978, § 66-3-846.1)

24 **Section 22. A new subsection 12-10-4 of the Uniform Traffic Ordinance is**
25 **ordained to read:**

1 [NEW MATERIAL] 12-10-4 VEHICLE SUBJECT TO REGISTRATION;
2 EXCEPTIONS

3 A. With the exception of vehicles identified in Subsection B of this section, every
4 motor vehicle, manufactured home, trailer, semitrailer, and pole trailer when driven or moved
5 upon a highway and every off-highway motor vehicle is subject to the registration and certificate
6 of title provisions of the Motor Vehicle Code except:

7 (1) any such vehicle driven or moved upon a highway in conformance with
8 the provisions of the Motor Vehicle Code relating to manufacturers, dealers, lien-holders,
9 or nonresidents;

10 (2) any such vehicle that is driven or moved upon a highway only for the
11 purpose of crossing the highway from one property to another;

12 (3) an implement of husbandry that is only incidentally operated or moved
13 upon a highway;

14 (4) special mobile equipment;

15 (5) a vehicle that is propelled exclusively by electric power obtained from
16 overhead trolley wires though not operated upon rails;

17 (6) a freight trailer if it is:

18 (a) properly registered in another state;

19 (b) identified by a proper base registration plate that is properly
20 displayed; and

21 (c) identified by other registration documents that are in the
22 possession of the operator and exhibited at the request of a police officer;

23 (7) a freight trailer or utility trailer owned and used by:

24 (a) a nonresident solely for the transportation of farm products
25 purchased by the nonresident from growers or producers of the farm products and

1 transported in the trailer out of the state;

2 (b) a farmer or a rancher who transports to market only the produce,
3 animals, or fowl produced by that farmer or rancher or who transports back to the
4 farm or ranch supplies for use thereon; or

5 (c) a person who transports animals to and from fairs, rodeos, or
6 other places, except racetracks, where the animals are exhibited or otherwise take
7 part in performances, in trailers drawn by a motor vehicle or truck of less than ten
8 thousand pounds gross vehicle weight rating bearing a proper registration plate,
9 but in no case shall the owner of an unregistered trailer described in this
10 paragraph perform such uses for hire;

11 (8) a moped;

12 (9) an electric personal assistive mobility device;

13 (10) a vehicle moved on a highway by a towing service as defined in Section
14 NMSA 1978, § 59A-50-2; and

15 (11) an off-highway motor vehicle exempted pursuant to Section 66-3-1005
16 NMSA 1978.

17 * **Editor's Note:** Renumber the existing 12-10-4 DISPLAY OF CURRENT VALID
18 REGISTRATION PLATE as 12-10-4.1

19 **Section 23. Subsection 12-10-6 of the Uniform Traffic Ordinance (being Ord.**
20 **No. 2011-4) is amended to read:**

21 **12-10-6 MANDATORY FINANCIAL RESPONSIBILITY.**

22 A. No owner shall permit the operation of an uninsured motor vehicle, or a motor
23 vehicle for which evidence of financial responsibility as was affirmed to the department is not
24 currently valid, upon the streets or highways of New Mexico unless the vehicle is specifically
25 exempted from the provisions of the Mandatory Financial Responsibility Act (NMSA 1978, §§

1 66-5-201 to 66-5-239).

2 B. No person shall drive an uninsured motor vehicle, or a motor vehicle for which
3 evidence of financial responsibility as was affirmed to the department is not currently valid, upon
4 the streets or highways of New Mexico unless he is specifically exempted from the provisions of
5 the Mandatory Financial Responsibility Act.

6 C. For the purposes of the Mandatory Financial Responsibility Act, "uninsured
7 motor vehicle" means a motor vehicle for which a motor vehicle insurance policy meeting the
8 requirements of the laws of New Mexico and of the secretary is not in effect or a surety bond or
9 evidence of a sufficient cash deposit with the state treasurer. (NMSA 1978, § 66-5-205)

10 D. When financial responsibility is satisfied through coverage under a motor vehicle
11 insurance policy, the owner's or operator's carrying of evidence in print or accessible through a
12 portable electronic device is acceptable. An owner or operator of a vehicle who provides evidence
13 of financial responsibility through a portable electronic device

14 (1) assumes all liability for any resulting damage to the portable electronic
15 evidence; and

16 (2) is presumed not to consent to provide access to a law enforcement officer
17 to any other information stored in the portable electronic device.

18 ~~D~~E. "Evidence of Financial Responsibility", as used in this Section, means evidence
19 of the ability to respond in damages for liability, on account of accidents occurring subsequent to
20 the effective date of the evidence, arising out of the ownership, maintenance, or use of a vehicle
21 of a type subject to registration under the laws of New Mexico, in the following amounts:

22 (1) twenty-five thousand dollars (\$25,000.00) because of bodily injury to or
23 death of one person in any one accident;

24 (2) subject to this limit for one person, fifty thousand dollars (\$50,000.00)
25 because of bodily injury to or death of two or more persons in any one accident;

1 (3) ten thousand dollars (\$10,000.00) because of injury to or destruction of
2 property of others in any one accident; and

3 (4) if evidence is in the form of a surety bond or a cash deposit with the state
4 treasurer, the total amount shall be sixty thousand dollars (\$60,000.00). (NMSA 1978, §
5 66-5-208)

6 ~~[E]~~. Exemptions--Exempted from the mandatory financial responsibility provisions of
7 this Section are the following:

8 (1) a motor vehicle owned by the United States government, any state or any
9 political subdivision of a state;

10 2) an implement of husbandry or special mobile equipment which is only
11 incidentally operated upon the streets or highways within the limits of the municipality;

12 (3) a motor vehicle operated upon a street or highway within the limits of the
13 municipality only for the purpose of crossing such street or highway from one property to
14 another;

15 (4) a commercial motor vehicle registered or proportionally registered in
16 New Mexico and any other jurisdiction, provided such motor vehicle is covered by a
17 motor vehicle insurance policy or equivalent coverage or other form of financial
18 responsibility in compliance with the laws of any other jurisdiction in which it is
19 registered;

20 (5) a motor vehicle approved as self-insured by the superintendent of
21 insurance pursuant to NMSA 1978, § 66-5-207.1; and

22 (6) any motor vehicle when the owner has submitted to the department a
23 signed statement, in the form prescribed by the department, declaring that the vehicle will
24 not be operated on the highways of New Mexico and explaining the reasons therefore.
25 (NMSA 1978, § 66-5-207)

1 **SECTION 1.**

2 This Exhibit may be cited as the city of Santa Fe traffic violation penalty assessment schedule for
3 violations of the city of Santa Fe Uniform Traffic Code except those violations relating to parking
4 which are set forth as Exhibit B of the city of Santa Fe Uniform Traffic Code.

5 **SECTION 2.**

6 "Penalty assessment misdemeanor" means violation of the following listed sections of the city of
7 Santa Fe Uniform Traffic Code for which the listed penalty assessment is established. The term
8 "penalty assessment misdemeanor" does not include any violation which has caused or
9 contributed to the cause of an accident resulting in injury or death to any person. When an alleged
10 violator of a penalty assessment misdemeanor elects to accept a notice to appear in lieu of a
11 notice of penalty assessment, the fine imposed upon later conviction shall not exceed the penalty
12 assessment established for the particular penalty assessment misdemeanor and probation imposed
13 upon a suspended or deferred sentence shall not exceed ninety days.

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15

COMMON NAME OF OFFENSE	SECTION VIOLATED	PENALTY ASSESSMENT
Obedience To Traffic-Control Devices/Failure To Stop	12-5-3	\$25.00
Red Light	12-5-6	\$25.00
<u>Pedestrian Controls</u>	<u>12-5-7</u>	<u>\$25.00</u>
Flashing Signals	12-5-8	\$25.00
<u>Display of Unauthorized Signs, Signals, or Markings</u>	<u>12-5-10</u>	<u>\$25.00</u>
Basic (Speeding) Rule	12-6-1.1	\$25.00
Speed Limits	12-6-1.2	
<i>A. The following apply outside a school zone:</i>		
Up to and including 10 miles an hour over speed limit		\$15.00
From 26 up to and including 30 miles an hour over the speed limit		\$125.00
From 31 up to and including 35 miles an hour over the speed limit		\$150.00
More than 35 miles an hour over the speed limit		\$200.00
<i>B. In a school zone</i>	12-6-1.2A	\$171.00

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1	C. <i>In a construction zone:</i> The penalty assessment for speeding in violation of Section 12-6-1.2 (4) of the city of Santa Fe traffic ordinance is twice the penalty assessment established in subsection A above for the equivalent miles per hour over the speed limit		
2	D. <i>In a pedestrian zone.</i> The penalty assessment for speeding in violation of the posted speed limit in a designated pedestrian zone is twice the penalty assessment established in subsection A. above for the equivalent miles per hour over the speed limit.		
3	Minimum Speed Regulations	12-6-1.5	\$25.00
4	Driving On Right Side Of Street	12-6-2.1	\$25.00
5	Overtaking A Vehicle On The Left	12-6-2.3	\$25.00
6	Limitations On Overtaking On The Left	12-6-2.4	\$25.00
7	Overtaking A Vehicle On The Right	12-6-2.6	\$25.00
8	No Passing Zones/Restrictions On Passing	12-6-2.7	\$25.00
9	Streets Laned For Traffic	12-6-2.12	\$25.00
10	Following Too Closely	12-6-2.13	\$25.00
11	Driving On Divided Streets	12-6-2.14	\$25.00
12	Driving Vehicle On Or Across Bicycle Lane Or Path.	12-6-2.17	\$25.00
13	Turning Left At Intersection	12-6-4.2	\$25.00
14	Entering Stop/Yield Intersection/Failure To Yield	12-6-4.3	\$25.00
15	Required Position/Method of Turning/Improper Turn	12-6-5.1	\$25.00
16	Obedience To No-Turn Signs	12-6-5.4	\$25.00
17	Limitations On Turning Around/Illegal U-Turn	12-6-5.5	\$25.00
18	Starting A Parked Vehicle	12-6-5.7	\$25.00
19	Turn/Stop Movements	12-6-5.8	\$25.00
20	Failure To Signal	12-6-5.9	\$25.00
21	Motorist Turning Across Bicycle Lane.	12-6-5.11	\$25.00
22	Stopping, Standing, and Parking	12-6-6	See Exhibit B
23	Special Stops Required	12-6-7 (Excluding 12-6-7.3, 12-6-7.4, 12-6-7.5 and 12-6-7.7)	\$25.00
24	Stopping For School Bus	12-6-7.3	\$100.00
25	Failure To Stop At Railroad Crossing	12-6-7.5 and	\$150.00
	<u>Operators and Chauffeurs Must Be Licensed</u>	<u>12-6-12.5</u>	<u>\$25.00</u>
	<u>Driving While License Suspended or Administratively Suspended</u>	<u>12-6-12.6 and</u>	<u>\$25.00</u>
	<u>Driving While License Revoked</u>	<u>12-6-12.6B</u>	<u>\$300-\$500</u>
	Unattended Motor Vehicle	12-6-12.8	\$25.00
	Limitations On Backing	12-6-12.9	\$25.00

1	<u>Restriction On Use of Video In Motor Vehicles</u>	<u>12-6-12.11</u>	<u>\$25.00</u>
2	<u>Coasting Prohibited</u>	<u>12-6-12.12</u>	<u>\$25.00</u>
3	Prohibited Activities While Driving (including hand held mobile communication device use)	12-6-12.18	\$200.00
4	Mobile communication device use while driving in a school zone	12-6-12.18	\$300.00
5	Permitting Unauthorized Persons To Drive	12-6-12.23	\$25.00
6	Destructive Material On Roadway/Failure To Secure Load	12-6-13.5	\$100.00
7	Improper Opening Of Doors	12-6-13.8	\$25.00
8	Child Restraint Device Or Safety Belt	12-6-13.12	\$100.00
9	Mandatory Use Of Seat Belts	12-6-13.13	\$100.00
10	Open Container, 1st Offense	12-6-13.14	\$100.00
11	for subsequent violations		mandatory court appearance
12	Littering	12-6-13.15	\$300.00
13	Jaywalking	12-6-14.1 through 8	\$25.00
14	Windshield	12-10-1.12	\$25.00
15	When Lighted Lamps Are Required	12-10-1.3	\$25.00
16	Headlamps On Vehicles	12-10-1.5	\$25.00
17	Dimming Of Lights	12-10-1.6	\$25.00
18	Tail Lamps	12-10-1.7, except 12-10-1.7C	\$25.00
19	Plate Light Required	12-10-1.7C.	\$10.00
20	Stop Lamps/Brake Lamps	12-10-1.9	\$25.00
21	Mufflers, Prevention Of Noise	12-10-1.10	\$25.00
22	Lamp Or Flag On Projecting Load	12-10-1.11	\$25.00
23	<u>Windshield Must Be Unobstructed and Equipped with Wipers and Windows Must Be Transparent</u>	<u>12-10-1.12</u>	<u>\$25.00</u>
24	<u>Tinted Windows</u>	<u>12-10-1.12A</u>	<u>\$25.00</u>
25	Unsafe Equipment (Brakes)	12-10-1.16	\$25.00
	<u>Display Of Current Valid Registration Plate</u>	<u>12-10-4</u>	<u>\$25.00</u>

SECTION 3. MANDATORY COURT APPEARANCES

Violations of the following listed sections of the city of Santa Fe Uniform Traffic Code require a mandatory court appearance:

Leaving the Scene of an Accident 12-4-2

1	Failure to Render Aid/Duty to Give Info	12-4-3
2	Immediate Notice of Accident	12-4-6
3	Failure to Yield to Emergency Vehicle	12-6-7.4
4	Reckless Driving	12-6-12.3
5	Careless Driving/Driver Inattention	12-6-12.4
6	Operator/Chauffeur Licenses Required	12-6-12.5
7	Unlawful Use of License (Revoked)	12-6-12.6
8	Unlawful Use of License (Suspended)	12-6-12.6
9	Fleeing or Attempting to Elude An Officer	12-6-12.7
10	Racing on Streets/Drag Racing/Exhibition of Speed	12-6-12.19
11	Open Container 2 nd , 3 rd , etc.	12-6-13.14
12	Pedestrian Related Violations	12-6-14 (except 12-6-14.1)
13	Off-Highway Motor Vehicles (ATV)	12-7-9 through 12-7-9.6
14	Display of Current Registration	12-10-4
15	Evidence of Registration	12-10-5
16	Mandatory Financial Responsibility (Insurance)	12-10-6

17 **SECTION 4. TRAFFIC CALMING FEES**

18 A. Persons violating speed limits within the city have created a need for traffic
19 calming. The governing body has determined that those persons violating the speed limits should
20 pay additional fees. The purpose of the additional fees is to discourage speeding within the city
21 and to provide funds for the city's traffic calming program.

22 B. The city hereby imposes a traffic calming fee equal to the maximum fine
23 (excluding court fees) to be paid by any person convicted of a speeding violation as set forth in
24 the Uniform Traffic Ordinance as adopted by the city, the total of which shall not exceed the
25 jurisdictional limits of the court. The traffic calming fee applies to all violations of Section 12-6-

1 1.2, but the traffic calming fee is not doubled.

2 C. The traffic calming fee shall be collected by the municipal court for funding the
3 city's traffic calming program. The amount of fees collected shall not decrease the amount of
4 money allocated to the traffic calming program through the current fiscal year Capital
5 Improvement Program bonding process.

6 D. The governing body shall review the results of this subsection including the
7 amount of fees which have been collected and the amount of police overtime because of this
8 subsection. The municipal court shall provide the governing body with the appropriate statistics
9 to review this subsection.

10 **SECTION 5. MUNICIPAL COURT FEES**

11 In addition to the penalty assessment established pursuant to this Exhibit, there shall be assessed
12 the municipal court fees for each penalty assessment misdemeanor as set forth in Section 1-3.2
13 SFCC 1987.

14 **SECTION 6. PENALTY ASSESSMENT MISDEMEANORS; OPTION; EFFECT**

15 A. Unless a warning notice is given, at the time of making an arrest for any penalty
16 assessment misdemeanor, the arresting officer shall offer the alleged violator the option of
17 accepting a penalty assessment. The violator's signature on the penalty assessment notice
18 constitutes an acknowledgement of guilt of the offense stated in the notice, and payment of the
19 prescribed penalty assessment is a complete satisfaction of the violation.

20 B. Payment of any penalty assessment shall be made by mail to the Municipal
21 Court, City of Santa Fe, P.O. Box 909, Santa Fe, New Mexico, 87504-0909 within 30 days from
22 the date of arrest. Payments of penalty assessments are timely if postmarked within the time
23 limits set from the date of arrest. The Municipal Court shall issue a receipt when a penalty
24 assessment is paid by currency, but a check or money order tendered by the violator upon which
25 payment is received is sufficient receipt.

1 C. No record of any penalty assessment payment is admissible as evidence in any
2 court in any civil action.

3 **SECTION 7. FAILURE TO PAY PENALTY ASSESSMENT**

4 A. If a penalty assessment is not paid within 30 days from the date of arrest, the
5 violator shall be prosecuted for the violation charged on the penalty assessment notice in a
6 manner as if the penalty assessment notice had not been issued. Upon conviction in such
7 prosecution, the court shall impose penalties as provided for by the New Mexico Uniform Traffic
8 Ordinance (Section 12-12-1.1), or other law relating to motor vehicles for the particular offense
9 charge, and the scheduled penalty assessment shall not apply.

10 B. In addition to the prosecution provided for in Section A above, it is a
11 misdemeanor for any person who has elected to pay a penalty assessment to fail to do so within
12 30 days from the date of arrest.

13 C. The municipal court shall notify the motor vehicle division of the state of New
14 Mexico when a person fails to pay a penalty assessment within the required period of time. The
15 motor vehicle division shall report the notice upon the driver's record and shall not renew the
16 person's license to drive until the municipal court notifies the motor vehicle division that the
17 penalty assessment, or its equivalent, as well as any additional penalties imposed are properly
18 disposed of.

19 **SECTION 8 VIOLATIONS NOT LISTED ON PENALTY ASSESSMENT SCHEDULE.**

20 This traffic violation penalty assessment schedule does not apply to traffic violations not listed
21 above which are petty misdemeanors. Such violations mandate a court appearance with a fine of
22 up to three hundred dollars (\$300) and up to 90 days in jail.

23 **Section 25. Section 12-6-12.3 of SFCC 1987 (being Ord. No. 2011-4, as amended)**
24 **is amended to read:**

25 **24-1 City of Santa Fe Uniform Traffic Ordinance.**

1 **24-1.1 Adoption of City of Santa Fe Uniform Traffic Ordinance**

2 A. The governing body hereby adopts the 2010 compilation of the city of Santa
3 Fe Uniform Traffic Ordinance ("Uniform Traffic Ordinance"). The traffic violation penalty
4 assessment schedule and the parking violation fines schedule are included in the Uniform
5 Traffic Ordinance.

6 B. Amendments to the Uniform Traffic Ordinance shall be adopted by an
7 ordinance of the governing body.

8 C. The Uniform Traffic Ordinance is a separate compilation and ~~[is available for~~
9 ~~inspection during the normal and regular business hours of the city clerk]~~ can be found as
10 Exhibit A at the end of this chapter. A physical copy of the Uniform Traffic Ordinance is
11 available to any individual upon request and payment of a reasonable charge as set by the city.

12 APPROVED AS TO FORM:

13 
14 _____
15 ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT**General Information:**(Check) Bill: X Resolution: _____Short Title(s): UTO Changes 2020Sponsor(s): Councilor RiveraReviewing Department(s): City Attorney's OfficeStaff Completing FIR: Kyle Hibner Date: 11/25/20 Phone: 955-5195Reviewed by City Attorney:  Date: Jan 4, 2021Reviewed by Finance Director:  Date: Jan 5, 2021**Summary:**

This Bill amends various sections of the Uniform Traffic Ordinance ("UTO"). Among the changes are adding clauses into various sections that state that a person who violates the provisions of that particular section is guilty of a penalty assessment misdemeanor. Additionally, a charge for driving while intoxicated with a minor in the vehicle is added, establishing a charge for driving with a license that has been administratively suspended, separating out a charge for driving with a license that has been revoked, allowing for the use of a mobile device to show proof of insurance, and amending the Schedule A of the UTO – the penalty assessment schedule. Finally, the Bill adds the UTO as an exhibit at the end of Chapter 24 to make it more accessible to the public.

Departments Affected:Police, City Attorney's Office, Municipal Court**Consequences of Not Enacting Legislation:**The City of Santa Fe will not have the most up-to-date language included in the Uniform Traffic Ordinance.**Conflict, Duplication, Companionship, or Relationship to Other Legislation:**

Due to incorrect assignment of sections by the New Mexico Municipal League ("NMML"), some sections have been assigned alphabetical listings. This creates confusion in the UTO. The City Clerk has requested that the NMML recompile the UTO to correct the numbering of various sections.

Performance and Administrative Implications:

The addition of penalty assessments for specific violations removes the potential imprisonment component of punishment in most cases. The full penalty amount is more likely to be assessed in these cases as there is no possibility of jail time. The removal of possible jail time also means violations that result in criminal charges will not jeopardize violators' future efforts to seek employment. Police officers, the City Prosecutor, and Municipal Court will all need to be made aware of the changes to the UTO in order to properly issue, prosecute, and handle related violations.

Fiscal Implications:

There is an estimated negative fiscal impact as a result of specified fines for violations of various sections of the UTO. Currently, any violation not specifically listed on Schedule A of the UTO is subject to a mandatory court appearance with a fine of up to \$300 and up to 90 days in jail. In most cases, by specifying the penalty assessment in the table, the criminal component is removed and a civil citation is assessed instead. Based on prior years' citations, the following can be expected in terms of changes to revenue:

12-5-7	\$0 → \$0
12-5-10	\$0 → \$0
12-6-12.5	\$45,535 → \$18,975
12-6-12.6, 12-6-12.6(A), 12-6-12.6(B)	\$25,461 → Undetermined due to separating out different sections
12-6-12.11	\$0 → \$0
12-6-12.12	\$0 → \$0
12-10-1.12	\$502 → \$475
12-10-1.12(A)	\$393 → \$350
12-10-4	\$17,862 → \$22,288

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
Personnel and Benefits*	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Capital Outlay	\$ _____	\$ _____	\$ _____	_____	_____	_____	
Contractual/ Professional Services	\$ _____	\$ _____	\$ _____				
Operating	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
Total:	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE 21	FYE 22	FYE 23	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	<u>\$(11,102)</u>	<u>\$(22,204)</u>	<u>\$(22,204)</u>	<u>R</u>	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	<u>\$(11,102)</u>	<u>\$(22,204)</u>	<u>\$(22,204)</u>		

Revenue Narrative:

These numbers are estimates and actual penalty assessments will vary somewhat from the projections shown above. Please see the Fiscal Implications above for details.

Signature:  _____
Email: kjhibner@santafenm.gov

Signature: 
Email: jbguillen@ci.santa-fe.nm.us



City of Santa Fe New Mexico

Memorandum



Date: November 10, 2020

To: Quality of Life Committee, Governing Body

Via: Regina Wheeler, Public Works Department Director *RW*

From: Romella Glorioso-Moss, AICP, Public Works Projects Administrator and
BTAC Staff Liaison *RGM*

ITEM AND ISSUE:

Consideration of a resolution reestablishing the Bicycle and Trail Advisory Committee to change the name to the Bicycling and Pedestrian Advisory Committee and clarify the Committee's purpose, duties, and responsibilities in order to enhance the Committee's ability to support the City of Santa Fe in its efforts to make bicycling and walking safe, viable, and comfortable modes of transportation.

BACKGROUND AND SUMMARY:

Since its inception on September 24, 2003, the BTAC's Duties and Responsibilities as stated in the enabling legislation, Resolution No. 2003-87, have not been updated to reflect changes in priorities, approaches and goals. Specific issues that are addressed in the proposed resolution are: a) lack of clarity in the Committee's purpose as to whether or not on-road bicycle infrastructure is within its mandate, and b) inconsistencies in the Committee's duties and responsibilities.

Input was solicited from BTAC Chair, BTAC Members, Public Works Department Director, Public Works Engineering Division Director, Land Use Department Director and the Metropolitan Planning Organization Officer to update this resolution. The result is a more encompassing purpose that clearly mandates the Committee to work on improving on- and off- road bicycle and pedestrian infrastructure and a new name for the Committee, The Bicycling and Pedestrian Advisory Committee.

Staff and the Committee believe that these changes to the enabling legislation will better support achieving the goals to make bicycling and walking safe, viable, and comfortable modes of transportation in Santa Fe and to achieve a Gold rating for League of American Bicyclists as a Bicycle Friendly Community.

ACTION REQUESTED:

Approve attached Resolution No. 2020-XX.

ATTACHMENTS:

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Councilor Michael J. Garcia

Councilor JoAnne Vigil Coppler

A RESOLUTION

RE-ESTABLISHING THE BICYCLE AND TRAIL ADVISORY COMMITTEE.

WHEREAS, the Bicycle and Trail Advisory Committee (“BTAC”) was created by Resolution No. 2003-87 on September 24, 2003; and

WHEREAS, Resolution No. 2003-87 was subsequently amended by Resolution No. 2010-33, Resolution No. 2010-64, and Resolution No. 2017-46; and

WHEREAS, in 2007, the Santa Fe Metropolitan Planning Organization (SFMPO) Policy Board, of which the City of Santa Fe is a member, adopted a Complete Streets Policy, directing transportation planners and engineers to routinely plan, design, construct, operate, and maintain the entire right of way for safe access of all users, including pedestrians, bicyclists, motorists, and transit riders regardless of age, ability and mode of transportation; and

WHEREAS, in 2013, the City of Santa Fe was recognized by the League of American Bicyclists as a Silver-level Bicycle Friendly Community, and the Committee and the MPO continue to work to achieve the Gold-level by 2024 by considering the infrastructure needs of pedestrians and bicyclists in all City-led transportation projects; and

1 **WHEREAS**, the City’s Land Use Development Code requires the accommodation of
2 bicycle and pedestrian traffic along City streets as well as through off-road trails and requires all
3 new public streets to provide adequate pedestrian and bicycle facilities; and

4 **WHEREAS**, a bicycle-friendly Santa Fe can help promote improved public health through
5 active living, stimulate local and regional economic development, and achieve carbon neutrality by
6 2040 as adopted by the Governing Body in 2017; and

7 **WHEREAS**, the SFMPO’s 2019 Bicycle Master Plan, which is updated every 5 years, has
8 recognized the Committee’s critical role in identifying, prioritizing, and requesting implementation
9 by the City of 26 on-road bicycle facilities projects including designated bike lanes, striped
10 shoulders, lanes shared with motor vehicle traffic, and 80 off-road or trails improvement projects
11 including paved multi-use trails and formal or informal soft-surface paths, for all of which the City
12 serves as the lead agency; and

13 **WHEREAS**, the New Mexico Department of Transportation has defined “bicycle and
14 pedestrian infrastructure” to include bicycle lanes including protected and buffered lanes, bicycle
15 parking and storage facilities, curb extensions, intersection treatments such as bicycle boxes, stop
16 bars, lead signal indicators, landscaping, paved shoulders, pedestrian- and bicyclist-scale lighting,
17 pedestrian overpasses or underpasses, separation/buffers, shared-lane markings or sharrows,
18 sidewalks, signage especially high-visibility signage, signalized pedestrian crossings and mid-
19 block crossings, and trails or shared-use paths.

20 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
21 **CITY OF SANTA FE, NEW MEXICO** that this Resolution re-names and re-establishes the
22 Bicycle and Trails Advisory Committee as the Bicycling and Pedestrian Advisory Committee.

23 **Section 1. NAME:** The advisory committee shall be called the Bicycling and
24 Pedestrian Advisory Committee ("Committee").

25 **Section 2. PURPOSE:** The purpose of the Bicycling and Pedestrian Advisory

1 Committee is to provide input and advice that supports the ongoing development and maintenance
2 of a transportation infrastructure that makes bicycling and walking in the City of Santa Fe safe,
3 viable, and comfortable modes of transportation, commuting, and recreation. This includes the
4 responsibility to deliberate on City projects, plans, and policies that impact both on-road and off-
5 road bicycle and pedestrian infrastructure, and to advise the Governing Body on such matters.

6 **Section 3. DUTIES AND RESPONSIBILITIES:** The Committee shall:

7 (a) Assist in the prioritization of bicycle and pedestrian infrastructure projects to be
8 completed using city, state, and federal funds, through the development of the Santa Fe
9 Metropolitan Planning Organization (“SFMPO”) Bicycle Master Plan and the SFMPO Pedestrian
10 Master plan;

11 (b) Review preliminary designs for new Public Works projects involving public
12 roadways and trails funded out of city, state, or federal sources to ensure designs comply with the
13 City's commitment to make bicycling and walking safe, viable, and comfortable modes of
14 transportation. Design plan reviews shall take place at 30% design and before plans are presented
15 to the public for comments or submitted for review to New Mexico Department of Transportation
16 (“NMDOT”);

17 (c) Advise on policies, programs, and ordinances as they relate to bicycle and
18 pedestrian infrastructure safety, design, construction, and operation and maintenance;

19 (d) Develop, review, and advise on media and educational campaigns providing
20 information and promoting bicycle- and pedestrian- related activities and education;

21 (e) Work with other agencies for the enhancement of city and county trail systems;

22 (f) Review and recommend updates to Bicycle Master Plan, Pedestrian Master Plan,
23 Metropolitan Transportation Plan, Parks Master Plan related to trails, and the City’s Land Use
24 Development Code as they pertain to bicycle and pedestrian infrastructure and associated
25 regulations;

1 (g) Seek funding from city, state, and federal sources to implement the City-led
2 projects identified in the SFMPO's 2019 Bicycle Master Plan and 2020 Metropolitan
3 Transportation Plan and consider reoccurring funding sources from the City to be applied to the
4 implementation of policies, programs, and other projects that are supported by the plans;

5 (h) Pursue the League of American Bicyclists Diamond-level Bicycle Friendly
6 Community designation for the City of Santa Fe, as well as any other local, state, or national awards
7 or designations that the City deems worthy of pursuit;

8 (i) Advise on polices, projects, ordinances, and funding as they relate to bicycling and
9 walking as safe, viable, and comfortable modes of transportation; and

10 (j) Educate the public on the work of the Committee.

11 **Section 4. MEMBERSHIP:** The Committee shall consist of a member of the City
12 Council who shall also serve as its chair, along with nine members of the public, of whom eight
13 shall be residents of the city and one who may be a resident of Santa Fe County. Recommendations
14 for members shall be made by the City Council to the Mayor, who shall appoint the committee
15 members, balancing interests among recreationists, youth and neighborhood group users,
16 commuters, and bicyclists, with Council approval. The chair may appoint subcommittees, as
17 needed, to study, in-depth, certain responsibilities assigned to the Committee and to present such
18 information to the Committee. The subcommittees shall be made up of no more than four members
19 of the Committee and three interested members of the public.

20 **Section 5. TERMS:** the public members shall be appointed for two-year staggered
21 terms. Subsequent terms shall be for two years to maintain staggering of terms. Members shall
22 serve for no longer than six (6) consecutive years. The members shall serve at the pleasure of the
23 Mayor and may be removed at any time with or without cause.

24 **Section 6. VACANCIES:** Vacancies shall be filled in the same manner as initial
25 appointments and shall be for the remainder of the term. Vacancies shall be filled as to maintain

1 the balance of interest group representation.

2 **Section 7. MEETINGS:** A quorum shall be at least six members. The Committee
3 shall also conduct all meetings in accordance with adopted City policies and procedures and shall
4 use *Robert's Rules of Order* in conducting its meetings. The committee shall meet monthly.

5 **BE IT FURTHERE RESOLVED** that this Resolution supersedes, rescinds, and replaces
6 any other resolution that created or amended the Bicycle and Trails Advisory Committee, including,
7 but not limited to, Resolution Nos. 2003-87, 2010-33, 2010-64, and 2017-46.

8 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2021.

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11 _____
12 ALAN WEBBER, MAYOR

13 ATTEST:

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15 _____
16 KRISTINE MIHELICIC, CITY CLERK

17 APPROVED AS TO FORM:

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19 _____
20 ERIN K. McSHERRY, CITY ATTORNEY

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): BTAC AmendmentsSponsor(s): Councilors Garcia and Vigil CopplerReviewing Department(s): Public WorksStaff Completing FIR: Romella Glorioso-Moss Date: 10/7/20 Phone: (505) 955-6623Reviewed by City Attorney:  Date: Jan 11, 2021Reviewed by Finance Director:  Date: Jan 11, 2021**Summary:**

Proposed amendments to Resolution No. 2017-46 regarding the Bicycle and Trails Advisory Committee update its name and clarify the Committee's purpose, duties, and responsibilities in order to enhance the Committee's ability to support the City of Santa Fe in its efforts to make bicycling and walking safe, viable, and comfortable modes of transportation.

Departments Affected:

Public Works & Parks, Community Development, Community Health & Safety.

Consequences of Not Enacting Legislation:

If this Resolution is not enacted, work of the BTAC will be less effective in supporting successful implementation of the Bicycle and Trails Master Plan and improving multimodal infrastructure.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

Current and ongoing administrative work includes drafting the Agenda, compiling the packet, recording minutes, responding to Members' emails and performing requested tasks, attending monthly meetings, and coordinating with other departments. This work averages 10-20 hours each month. The PW Engineering Division performance is pushed to prioritize bicycle and pedestrian infrastructure by this Committee. The Committee also provides review of engineering design plans for on-road & off-road bicycle infrastructure and raises issues from constituents.

Fiscal Implications:

These amendments do not change the significant work to support this Committee by Public Works, MPO, police, and Parks staff. Each meeting costs the City approximately \$2000 depending on the tasks directed by the Committee. The amendments to the BTAC resolution do not create any additional fiscal impact.

Fiscal Impact

Check here if no fiscal impact

Expenditures

Expenditure Type	FYE __	FYE __	FYE __	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____				
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE __	FYE __	FYE __	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:





City of Santa Fe New Mexico


Memorandum



Date: January 12, 2021

To: Governing Body

Via: Shannon Jones, Public Utilities Department Director 
Shirlene Sitton, Environmental Services Division Director 

From: Neal Denton, Sustainability Planner 

RE: Supporting 30 By 30 Campaign

ITEM AND ISSUE:

The proposed Resolution expresses the Governing Body's support of U.S. Senate Resolution 372 and U.S. House Resolution 835, which urge the federal government to establish a goal of conserving at least 30% of the land and 30% of the ocean within its territory by 2030. It resolves that staff continue their work to preserve soils, conserve water, and protect water quality.

BACKGROUND AND SUMMARY:

On October 22, 2019, U.S. Senators Tom Udall (D-N.M.) and Michael Bennet (D-Colo.) introduced Senate Resolution 372 titled "Thirty by Thirty Resolution to Save Nature" and on February 6, 2020, Representative Deb Haaland (D-N.M.) introduced companion House Resolution 835; both resolutions set a national goal of conserving at least 30% of the land and 30% of the ocean within the territory of the United States by 2030. Top scientists say we need half of the planet in its natural state to prevent the extinction of one million species, stay below 1.5°C, and safeguard all people that rely on nature to survive and thrive. Today only 15% of land and 7% of our ocean are protected. The 30x30 Campaign was established to address this issue. The Campaign for Nature is calling on world leaders to set new, more ambitious targets to create protected areas and work collaboratively with other governments, indigenous communities, and other partners to ensure effective management of protected areas.

ACTION REQUESTED:

Approve the Resolution as proposed

ATTACHMENTS:

Exhibit A – House Resolution 835
Exhibit B – Senate Resolution 372
Fiscal Impact Report

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2021-__

INTRODUCED BY:

Mayor Alan Webber

A RESOLUTION

IN SUPPORT OF SENATE RESOLUTION 372 AND HOUSE RESOLUTION 835 AND IN SUPPORT OF THE 30 BY 30 CAMPAIGN TO PROTECT 30 PERCENT OF LANDS AND OCEAN BY 2030.

WHEREAS, according to S. Res. 372 and H. Res. 835, the continental United States loses a football field's worth of natural areas every 30 seconds due to human activity; and

WHEREAS, this loss of nature - accelerated by climate change - is a threat to the nation's health and prosperity, affecting communities' clean air, water, and defenses against severe weather, floods, and wildfires; and

WHEREAS, to curb wildlife extinctions, fight climate change, reduce toxic pollution, and safeguard healthy natural systems, our nation must confront the conservation and climate crisis head-on; and

WHEREAS, the “30 by 30 Campaign” is a worldwide, science-based initiative to conserve at least 30 percent of the Earth's lands and oceans by the year 2030, was launched to address the climate crisis and reverse the destruction of our wildlife, waters, and natural places; and

1 **WHEREAS**, science-based research has found that conserving and restoring lands and
2 waters is necessary to preserving the Earth's biodiversity and ecosystems and mitigating the impacts
3 of climate change; and

4 **WHEREAS**, wilderness, wildlife refuges, national conservation lands, monuments and
5 other conserved places provide access for hunting, fishing, hiking, biking, camping, and other
6 outdoor recreational pursuits; and

7 **WHEREAS**, permanently conserved private lands, including working ranches and farms,
8 protect open spaces, preserve threatened wildlife, and help maintain a sustainable way of life; and

9 **WHEREAS**, every person, regardless of race, background, or economic status, should
10 have access to safe, clean, and close-to-home opportunities to get outside in nature; and

11 **WHEREAS**, scientists are warning that protecting at least 30 percent of lands and water
12 is the bare minimum we must achieve if we hope to stabilize the climate; and

13 **WHEREAS**, on October 22, 2019, U.S. Senators Tom Udall (D-N.M.) and Michael
14 Bennet (D-Colo.) introduced Senate Resolution 372 titled "Thirty by Thirty Resolution to Save
15 Nature" and on February 6, 2020, Representative Deb Haaland (D-N.M.) introduced companion
16 House Resolution 835; both resolutions set a national goal of conserving at least 30 percent of the
17 land and 30 percent of the ocean within the territory of the United States by 2030; and

18 **WHEREAS**, the City of Santa Fe and Santa Fe County ("County") contain a total area of
19 1,911 square miles (1,223,040 acres), of which approximately 1,909 square miles (1,221,760 acres)
20 is land and 1.5 square miles (960 acres) is water; and

21 **WHEREAS**, of the total County acreage, 6,610 acres of open space, trails, and parks is
22 managed and maintained through planning, capital improvement projects, maintenance, and
23 collaboration with volunteer organizations; and

24 **WHEREAS**, the City was awarded nine out of ten possible points in the Natural Systems
25 and Ecology category of its 2020 LEED (Leadership in Energy and Environmental Design) for

1 Cities Gold certification for its work in establishing green spaces, conserving natural resources, and
2 planning for resilience; and

3 **WHEREAS**, the City has committed to a large-scale solarization project of its facilities;
4 and

5 **WHEREAS**, the City has close to 100 parks containing more than 2,500 acres and over
6 2,000 acres of publicly owned, vacant land; and

7 **WHEREAS**, the City of Santa Fe has 1,186 feet of natural resource space per person,
8 2,645 feet of green space per person, and 219,847,992 feet of total green space; and

9 **WHEREAS**, the Sustainable Santa Fe 25-Year Plan, approved by Governing Body in
10 2018, established goals to achieve carbon neutrality by 2040 and to enhance the ecological
11 resilience of Santa Fe by restoring native ecosystems' structure and function and ensuring that
12 urban development supports and restores ecological processes, including carbon sequestration; and

13 **WHEREAS**, the Sustainable Santa Fe 25-Year Plan includes a strategy to revise the City's
14 land use and development code, and other relevant ordinances and plans, to support accepted
15 conservation best management practices and triple bottom line analyses; and

16 **WHEREAS**, the 2015 Santa Fe Basin Study identified an unmet future demand that
17 ranged from 5,000 to 9,400 acre-feet in the year 2055 if no steps are taken to reduce demand or to
18 augment supplies; and

19 **WHEREAS**, the addition of the Buckman Direct Diversion and reductions in demand due
20 to water rate structures and voluntary conservation measures undertaken by City water customers
21 have enabled City water managers to reduce reliance on groundwater with the intention of
22 preserving as much water in the ground as possible to be used for supply in times of future shortage,
23 as well as utilizing cutting-edge sustainable solar power for the entire project; and

24 **WHEREAS**, the City has a robust water conservation program that includes rebates and
25 incentives, leak detection, outreach, and enforcement; and

1 **WHEREAS**, the 2018 City of Santa Fe Stormwater Management Strategy Plan includes
2 steps to ensure infiltration of stormwater to increase biodiversity in the watershed, control soil
3 erosion, reduce pollutants in the City's arroyos and river and to provide shade, beauty, wildlife
4 habitat, and wind protection along trails, streets, parks, and open spaces; and

5 **WHEREAS**, the City has recognized both the historic and environmental benefits of
6 "Living River" flows and formalized this recognition through its adoption of the "Santa Fe River
7 Target Flow Ordinance" in 2012; and

8 **WHEREAS**, the City contains a diversity of habitat types, including pinion-juniper
9 woodlands, ponderosa pine, mixed-conifer, spruce-fir, and riparian forests, grasslands, wetlands,
10 shrublands, and varied aquatic ecosystems. Protection of all these varied habitat types will conserve
11 the City's rich biodiversity; and

12 **WHEREAS**, the City's diverse habitats support numerous Species of Greatest
13 Conservation Need including, but not limited to, the Black-tailed Prairie Dog (*Cynomys*
14 *ludovicianus*), Boreal Chorus Frog (*Pseudacris maculata*), Chestnut-collared Longspur (*Calcarius*
15 *ornatus*), Cyanic Milkvetch (*Astragalus cyaneus*), Grace's Warbler (*Setophaga graciae*), Gunnison's
16 Prairie Dog (*Cynomys gunnisoni*), Mexican Spotted Owl (*Strix occidentalis lucida*), Monarch
17 (*Danaus plexippus*), New Mexico Meadow Jumping Mouse (*Zapus hudsonius luteus*), New Mexico
18 Stickseed (*Hackelia hirsuta*), Northern Leopard Frog (*Lithobates pipiens*), Pinyon Jay
19 (*Gymnorhinus cyanocephalus*), Rio Grande Chub (*Gila pandora*), Rio Grande Sucker (*Catostomus*
20 *plebeius*), Santa Fe Cholla (*Cylindropuntia viridiflora*), Santa Fe Milkvetch (*Astragalus feensis*),
21 Southwestern Willow Flycatcher (*Empidonax trailii extimus*), Townsend's Big-Eared Bat
22 (*Corynorhinus townsendii*), Tufted Sand Verbena (*Abronia begelovii*), Virginia's Warbler
23 (*Leiothlypis virginiae*), Western Bumble Bee (*Bombus occidentalis*), and the western population
24 of the Yellow-billed Cuckoo (*Coccyzus americanus*); and

25 **WHEREAS**, the Northern Group of the Sierra Club, Rio Grande Chapter voted to endorse

1 the 30 by 30 Campaign and this resolution which supports local initiatives to conserve land and
2 water in Santa Fe County.

3 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
4 **CITY OF SANTA FE** that the Governing Body:

5 1. Supports the 30 by 30 Campaign and science-based, locally led efforts to
6 conserve and restore at least 30 percent of lands and water by 2030;

7 2. Supports efforts by Congress to champion this goal, such as the 30 by 30
8 Campaign Resolution to Save Nature, introduced by Senators Tom Udall, and Michael
9 Bennet, and Representatives Deb Haaland, Joe Neguse, Ted Lieu, Ruben Gallegos, and Ed
10 Case;

11 3. Calls upon Congress to advance its own initiatives as well as support and
12 assist state and local efforts to achieve the goals as identified in the 30 by 30 Campaign
13 Resolution to Save Nature;

14 4. Will continue to conserve land with the development of parks, open space,
15 and trails, including practices that build healthy soils, control erosion, and support carbon
16 sequestration;

17 5. Will continue to work with the appropriate entities and stakeholders to
18 protect the integrity and water quality of the Rio Grande, the Santa Fe River, and local
19 stream systems within the City;

20 6. Will strengthen efforts to understand river flows necessary to support
21 aquatic, riparian, and wetland habitats, and the species that depend upon them;

22 7. Will continue to support and collaborate in the development of water
23 conservation and long-term water resource management and planning in partnership with
24 the County, the Santa Fe Watershed Association, other community groups, and local water
25 users;

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BE IT FURTHER RESOLVED that the City Clerk is directed to forward this Resolution to the New Mexico Congressional Delegation, the New Mexico Governor, Santa Fe Legislative Delegation, and other elected officials representing political subdivisions wholly or partially within the boundaries of the City.


PASSED, APPROVED, and ADOPTED this ____ day of _____, 2021.

ALAN WEBBER, MAYOR

ATTEST:

KRISTINE MIHELICIC, CITY CLERK

APPROVED AS TO FORM:



ERIN K. McSHERRY, CITY ATTORNEY

116TH CONGRESS
2D SESSION

H. RES. 835

Expressing the sense of the House of Representatives that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

IN THE HOUSE OF REPRESENTATIVES

FEBRUARY 6, 2020

Ms. HAALAND (for herself, Mr. NEGUSE, Mr. TED LIEU of California, Mr. GALLEG0, and Mr. CASE) submitted the following resolution; which was referred to the Committee on Natural Resources

RESOLUTION

Expressing the sense of the House of Representatives that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

Whereas access to public land, nature, and a healthy environment should be a right for all people, as that access is essential to the health, well-being, identity, cultures, and economic prosperity of the United States;

Whereas the United States faces a conservation and climate crisis, with nature in a steep decline and greenhouse gas emissions not declining at the rate scientists say is needed in the United States and worldwide;

Whereas scientists are documenting a rapid loss of natural areas and wildlife in the United States and throughout the world, including—

(1) a finding that, from 2001 to 2017, a quantity of natural areas equal to the size of a football field disappeared to development every 30 seconds in the United States, constituting more than 1,500,000 acres per year;

(2) a finding, published in the journal “Science”, that the United States and Canada have lost 2,900,000,000 birds since 1970, representing a decline of 29 percent;

(3) the identification by State fish and game agencies of approximately 12,000 animal and plant species in the United States that require proactive conservation efforts to avoid extinction, of which approximately $\frac{1}{3}$ will be lost in the next decades;

(4) a finding by the United States Fish and Wildlife Service that the United States has lost more than $\frac{1}{2}$ of all freshwater and saltwater wetlands in the contiguous 48 States; and

(5) the 2019 findings by the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services that—

(A) human activities are damaging $\frac{2}{3}$ of ocean areas;

(B) only 3 percent of ocean areas remain pristine;

(C) 15 percent of mangroves remain;

(D) 50 percent of coral reefs remain; and

(E) at the current rate of losses, less than 10 percent of the Earth will be free of substantial human impact by 2050;

Whereas climate change is accelerating the decline of nature in the United States;

Whereas the Third National Climate Assessment found that climate change—

(1) is reducing the ability of ecosystems to provide clean water and regulate water flows;

(2) is limiting the ability of nature to buffer communities against disasters such as fires, storms, and floods, which disproportionately impacts communities of color and indigenous populations; and

(3) is having far-reaching effects on marine and terrestrial wildlife, including by altering habitats, forcing changes to migratory patterns, and altering the timing of biological events;

Whereas the decline of natural areas and wildlife in the United States follows global patterns, as the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services found that approximately 1,000,000 plant and animal species are threatened by extinction over the coming decades as a result of land conversion, development, climate change, invasive species, pollution, and other stressors;

Whereas nature, like the climate, is nearing a tipping point where the continued loss and degradation of the natural environment will—

(1) push many ecosystems and wildlife species past the point of no return;

(2) threaten the health and economic prosperity of the United States; and

(3) increase the costs of natural disasters, for which the Federal Government spent about \$91,000,000,000 in 2018;

Whereas the existing protections for land, the ocean, and wildlife in the United States are not sufficient to prevent a further decline of nature in the United States, with—

(1) only 12 percent of the land area in the United States permanently protected, mostly in Alaska and the West; and

(2) only 26 percent of Federal ocean territory permanently protected, the vast majority of which is in the remote western Pacific Ocean or northwestern Hawaii;

Whereas the United States has historically demonstrated leadership and resolve to protect, conserve, and restore the natural environment, including through a network of protected areas;

Whereas that network of protected areas is protected and supported by a variety of conservation laws passed at other times of crisis;

Whereas the United States—

(1) ranks among the top 5 countries in the world for the amount of wilderness-quality land and ocean remaining; and

(2) has the conservation experience and traditions necessary to make great strides in the protection of the remaining natural areas in the United States for future generations;

Whereas the Federal Government, the private sector, civil society, farmers, ranchers, fishing communities, and sportsmen have a history of working together to conserve the land and ocean of the United States;

Whereas the Exclusive Economic Zone of the United States, consisting of waters within 200 miles of the coastline—

(1) covers 4,500,000 square miles;

(2) is 23 percent larger than the landmass of the United States; and

(3) provides a home to various ocean habitats and ecosystems, including—

- (A) coral reefs;
- (B) kelp forests;
- (C) mangroves;
- (D) seagrass beds; and
- (E) deep-sea corals;

Whereas conserving and restoring nature is one of the most efficient and cost-effective strategies for fighting climate change;

Whereas, to confront the deterioration of natural systems and the loss of biodiversity around the world, and to remain below a 1.5 degrees Celsius increase in average global temperature, scientists recommend that roughly 1/2 of the planet be conserved; and

Whereas, as a step toward achieving that goal, some scientists have recommended that all countries commit to conserving and protecting at least 30 percent of the land and 30 percent of the ocean in each country by 2030, with a long-term goal of conserving 1/2 of the planet: Now, therefore, be it

1 *Resolved*, That it is the sense of the House of Rep-
2 resentatives that—

3 (1) given the evidence as of October 2019, the
4 Federal Government should establish a national goal
5 of conserving at least 30 percent of the land and 30
6 percent of the ocean within the territory of the
7 United States by 2030;

1 (2) the goal described in paragraph (1) should
2 be accomplished through an effort that includes the
3 objectives of—

4 (A) working with local communities, Indian
5 Tribes, States, and private landowners to con-
6 serve natural places and resources;

7 (B) improving access to nature for all peo-
8 ple in the United States, including for commu-
9 nities of color and economically disadvantaged
10 communities;

11 (C) sequestering carbon and greenhouse
12 gas emissions in the land and ocean of the
13 United States;

14 (D) increasing public incentives for private
15 landowners to voluntarily conserve and protect
16 areas of demonstrated conservation value and
17 with a high capacity to sequester carbon and
18 greenhouse gas emissions;

19 (E) focusing work at a large-landscape
20 scale that is biologically and ecologically mean-
21 ingful;

22 (F) preventing extinction by recovering
23 and restoring animal and plant species;

1 (G) stabilizing ecosystems and the services
2 of ecosystems, restoring degraded ecosystems,
3 and maintaining ecological functions; and

4 (H) increasing economic opportunities for
5 farmers, ranchers, fishermen, and foresters; and

6 (3) the goal described in paragraph (1) and the
7 objectives described in paragraph (2) should be ac-
8 complished through an effort that—

9 (A) makes science the foundation of con-
10 servation decisions by providing communities
11 access to sound, up-to-date scientific informa-
12 tion about—

13 (i) the land and waters around those
14 communities; and

15 (ii) how the land and waters around
16 those communities are changing in a
17 warming world;

18 (B) respects Tribal sovereignty and the
19 right to Tribal self-determination so that Amer-
20 ican Indian, Alaska Native, and Native Hawai-
21 ian communities can fulfill what each views as
22 priorities for the stewardship of the natural,
23 cultural, and historic resources of the commu-
24 nity;

1 (C) protects private property rights and
2 traditional land uses and enables land owners
3 to pass down the working land of those land
4 owners to the next generation because private
5 land accounts for approximately 60 percent of
6 the land area in the contiguous 48 States;

7 (D) addresses environmental justice and
8 the necessity of a more equitable distribution of
9 the benefits of nature to all people, including
10 communities of color and economically dis-
11 advantaged communities;

12 (E) takes into account a wide range of
13 flexible and enduring conservation solutions;

14 (F) involves the design and implementation
15 of objectives and strategies locally and region-
16 ally; and

17 (G) provides tools and resources to ensure
18 that the areas described in subparagraphs (A)
19 through (C) are effectively managed for con-
20 servation values and to sequester carbon and
21 greenhouse gas emissions.

○

116TH CONGRESS
1ST SESSION

S. RES. 372

Expressing the sense of the Senate that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

IN THE SENATE OF THE UNITED STATES

OCTOBER 22, 2019

Mr. UDALL (for himself, Mr. BENNET, Mr. DURBIN, Ms. HARRIS, Mr. BOOKER, Mr. VAN HOLLEN, Mr. BLUMENTHAL, Mr. MERKLEY, Mrs. FEINSTEIN, and Ms. WARREN) submitted the following resolution; which was referred to the Committee on Energy and Natural Resources

RESOLUTION

Expressing the sense of the Senate that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.

Whereas access to public land, nature, and a healthy environment should be a right for all people, as that access is essential to the health, well-being, identity, cultures, and economic prosperity of the United States;

Whereas the United States faces a conservation and climate crisis, with nature in a steep decline and greenhouse gas emissions not declining at the rate scientists say is needed in the United States and worldwide;

Whereas scientists are documenting a rapid loss of natural areas and wildlife in the United States and throughout the world, including—

(1) a finding that, from 2001 to 2017, a quantity of natural areas equal to the size of a football field disappeared to development every 30 seconds in the United States, constituting more than 1,500,000 acres per year;

(2) a finding, published in the journal “Science”, that the United States and Canada have lost 2,900,000,000 birds since 1970, representing a decline of 29 percent;

(3) the identification by State fish and game agencies of approximately 12,000 animal and plant species in the United States that require proactive conservation efforts to avoid extinction, of which approximately $\frac{1}{3}$ will be lost in the next decades;

(4) a finding by the United States Fish and Wildlife Service that the United States has lost more than $\frac{1}{2}$ of all freshwater and saltwater wetlands in the contiguous 48 States; and

(5) the 2019 findings by the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services that—

(A) human activities are damaging $\frac{2}{3}$ of ocean areas;

(B) only 3 percent of ocean areas remain pristine;

(C) 15 percent of mangroves remain;

(D) 50 percent of coral reefs remain; and

(E) at the current rate of losses, less than 10 percent of the Earth will be free of substantial human impact by 2050;

Whereas climate change is accelerating the decline of nature in the United States;

Whereas the Third National Climate Assessment found that climate change—

(1) is reducing the ability of ecosystems to provide clean water and regulate water flows;

(2) is limiting the ability of nature to buffer communities against disasters such as fires, storms, and floods, which disproportionately impacts communities of color and indigenous populations; and

(3) is having far-reaching effects on marine and terrestrial wildlife, including by altering habitats, forcing changes to migratory patterns, and altering the timing of biological events;

Whereas the decline of natural areas and wildlife in the United States follows global patterns, as the Intergovernmental Science-Policy Platform on Biodiversity and Ecosystem Services found that approximately 1,000,000 plant and animal species are threatened by extinction over the coming decades as a result of land conversion, development, climate change, invasive species, pollution, and other stressors;

Whereas nature, like the climate, is nearing a tipping point where the continued loss and degradation of the natural environment will—

(1) push many ecosystems and wildlife species past the point of no return;

(2) threaten the health and economic prosperity of the United States; and

(3) increase the costs of natural disasters, for which the Federal Government spent about \$91,000,000,000 in 2018;

Whereas the existing protections for land, the ocean, and wildlife in the United States are not sufficient to prevent a further decline of nature in the United States, with—

(1) only 12 percent of the land area in the United States permanently protected, mostly in Alaska and the West; and

(2) only 26 percent of Federal ocean territory permanently protected, the vast majority of which is in the remote western Pacific Ocean or northwestern Hawaii;

Whereas the United States has historically demonstrated leadership and resolve to protect, conserve, and restore the natural environment, including through a network of protected areas;

Whereas that network of protected areas is protected and supported by a variety of conservation laws passed at other times of crisis;

Whereas the United States—

(1) ranks among the top 5 countries in the world for the amount of wilderness-quality land and ocean remaining; and

(2) has the conservation experience and traditions necessary to make great strides in the protection of the remaining natural areas in the United States for future generations;

Whereas the Federal Government, the private sector, civil society, farmers, ranchers, fishing communities, and sportsmen have a history of working together to conserve the land and ocean of the United States;

Whereas the Exclusive Economic Zone of the United States, consisting of waters within 200 miles of the coastline—

(1) covers 4,500,000 square miles;

(2) is 23 percent larger than the landmass of the United States; and

(3) provides a home to various ocean habitats and ecosystems, including—

- (A) coral reefs;
- (B) kelp forests;
- (C) mangroves;
- (D) seagrass beds; and
- (E) deep-sea corals;

Whereas conserving and restoring nature is one of the most efficient and cost-effective strategies for fighting climate change;

Whereas, to confront the deterioration of natural systems and the loss of biodiversity around the world, and to remain below a 1.5 degrees Celsius increase in average global temperature, scientists recommend that roughly 1/2 of the planet be conserved; and

Whereas, as a step toward achieving that goal, some scientists have recommended that all countries commit to conserving and protecting at least 30 percent of the land and 30 percent of the ocean in each country by 2030, with a long-term goal of conserving 1/2 of the planet: Now, therefore, be it

1 *Resolved*, That it is the sense of the Senate that—

2 (1) given the evidence as of October 2019, the

3 Federal Government should establish a national goal

4 of conserving at least 30 percent of the land and 30

5 percent of the ocean within the territory of the

6 United States by 2030;

1 (2) the goal described in paragraph (1) should
2 be accomplished through an effort that includes the
3 objectives of—

4 (A) working with local communities, Indian
5 Tribes, States, and private landowners to con-
6 serve natural places and resources;

7 (B) improving access to nature for all peo-
8 ple in the United States, including for commu-
9 nities of color and economically disadvantaged
10 communities;

11 (C) sequestering carbon and greenhouse
12 gas emissions in the land and ocean of the
13 United States;

14 (D) increasing public incentives for private
15 landowners to voluntarily conserve and protect
16 areas of demonstrated conservation value and
17 with a high capacity to sequester carbon and
18 greenhouse gas emissions;

19 (E) focusing work at a large-landscape
20 scale that is biologically and ecologically mean-
21 ingful;

22 (F) preventing extinction by recovering
23 and restoring animal and plant species;

1 (G) stabilizing ecosystems and the services
2 of ecosystems, restoring degraded ecosystems,
3 and maintaining ecological functions; and

4 (H) increasing economic opportunities for
5 farmers, ranchers, fishermen, and foresters; and

6 (3) the goal described in paragraph (1) and the
7 objectives described in paragraph (2) should be ac-
8 complished through an effort that—

9 (A) makes science the foundation of con-
10 servation decisions by providing communities
11 access to sound, up-to-date scientific informa-
12 tion about—

13 (i) the land and waters around those
14 communities; and

15 (ii) how the land and waters around
16 those communities are changing in a
17 warming world;

18 (B) respects Tribal sovereignty and the
19 right to Tribal self-determination so that Amer-
20 ican Indian, Alaska Native, and Native Hawai-
21 ian communities can fulfill what each views as
22 priorities for the stewardship of the natural,
23 cultural, and historic resources of the commu-
24 nity;

1 (C) protects private property rights and
2 traditional land uses and enables land owners
3 to pass down the working land of those land
4 owners to the next generation because private
5 land accounts for approximately 60 percent of
6 the land area in the contiguous 48 States;

7 (D) addresses environmental justice and
8 the necessity of a more equitable distribution of
9 the benefits of nature to all people, including
10 communities of color and economically dis-
11 advantaged communities;

12 (E) takes into account a wide range of
13 flexible and enduring conservation solutions;

14 (F) involves the design and implementation
15 of objectives and strategies locally and region-
16 ally; and

17 (G) provides tools and resources to ensure
18 that the areas described in subparagraphs (A)
19 through (C) are effectively managed for con-
20 servation values and to sequester carbon and
21 greenhouse gas emissions.

○

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: x


Short Title(s): Supporting 30 By 30 Campaign

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Public Utilities

Staff Completing FIR: Neal Denton Date: 12/29/20 Phone: (505) 955-2229

Reviewed by City Attorney:  Date: Jan 12, 2021

Reviewed by Finance Director:  Date: Jan 12, 2021

Summary:

This Resolution supports H. Res. 835 and S. Res 372, which urge the federal government to establish a goal of conserving at least 30% of the land and 30% of the ocean within its territory by 2030. It resolves that staff continue their work to preserve soils, conserve water, and protect water quality.

Departments Affected:

Public Utilities, Public Works

Consequences of Not Enacting Legislation:

None identified.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None identified.

Performance and Administrative Implications:

There is no expected increase in workload or staff time spent on activities resulting from this resolution. It supports a resolution of the federal government, which has the potential to increase funding opportunities for the City of Santa Fe to spend on land conservation through establishment of parks, open space, and trails, as well as water conservation through the diverse efforts of the Water Division.

Fiscal Implications:

None identified.

Fiscal Impact

X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE ___	FYE ___	FYE ___	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	_____
<u>Operating</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	\$ _____

* This includes all staff time associated with executing the job functions of the proposed legislation.

Expenditure Narrative:

Revenue

Revenue Type	FYE ___	FYE ___	FYE ___	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____	_____	_____

Revenue Narrative:

Signature: 

Email: nhdenton@santafenm.gov

Signature: 
Shannon Jones (Jan 12, 2021 10:09 MST)

Email: swjones@santafenm.gov

Signature: 
Shirlene Sittton (Jan 12, 2021 12:23 MST)

Email: sesittton@santafenm.gov