PUBLIC SAFETY COMMITTEE MEETING
Tuesday, DECEMBER 16, 2025 at 4:00 P.M.
City Hall Large Conference Room
425 N. Richardson Ave., Roswell, New Mexico 88201

Chair: Julianna Halvorson, Ward 2
Vice Chair: Carlos Marrujo Jr., Ward 5
Members: Angela Moore, Ward 5
Will Cavin, Ward 2
Cristina Arnold, Ward 1
Staff Liaison: Mike Mathews

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. Consider approval of minutes from the November 18, 2025 Public Safety Committee meeting. Pg. 3

REGULAR ITEMS

2. The Resolution shall require the removal or demolition of one (1) dilapidated structure. Pg. 7

3. Approve a budget adjustment to allocate an additional $300,000 for the temporary dispatch contract. This adjustment is necessary to address unanticipated staffing shortages and associated costs. (Herring) Pg.12

4. Recommend approval of a budget adjustment in the amount of $52,474.50, plus applicable Gross Receipts Tax (GRT) of $4,340.06, for a total budget adjustment of $56,814.56, for CentralSquare public safety project management and technical services required to re-host the existing system to the new Dispatch Center server. Procurement will be made through Sourcewell Contract #030425-CNSQ. (Herring) Pg. 17

5. Approve a budget adjustment and authorize procurement of replacement computers for all dispatch consoles at the new consolidated dispatch location. The total cost is $119,337.38, with $52,013.64 currently available. An additional $67,323.74 is required to complete the acquisition. Procurement will be conducted through the Dell NASPO Computer Equipment Statewide Price Agreement Contract #10-00000-20-00062AF. (Herring) Pg. 55

6. Discuss and consider any needed changes to Chapter 13 - Fire Prevention and Protection (Olive) Pg. 91

NON-ACTION ITEMS

7. Presentation by The Chaves County Community Crisis Coalition on what they are doing to help residents' recover from the flood. Pg. 147

MONTHLY DEPARTMENT REPORTS

8. Roswell Animal Services Pg. 148

9. Community Development Pg. 165

10. Emergency Management Pg. 169

11. AMR Monthly Report Pg. 171

12. RPD monthly report Pg. 176

13. Roswell Fire Pg. 197

14. Monthly Report (November 2025 for PVRCC) Pg. 214

PUBLIC PARTICIPATION

ADJOURN

Notice of this meeting has been given to the public in compliance with Sections 10-15-1 through 10-15-4 NMSA 1975 and Resolution 25-28.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact Human Resources at 575-624-6700 at least one week prior to the meeting or as soon as possible. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk at 575-624-6700 if a summary of other type of accessible format is needed.

Printed and posted: Friday, December 12, 2025

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Public Safety Committee

Meeting Date: 12/16/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:

Consider approval of minutes from the November 18, 2025 Public Safety Committee meeting.

Attachments

Minutes

Public Safety Committee Meeting
Held at City Hall Large Conference Room,
Tuesday, November 18, 2025 at 4:00 p.m.

Notice of this meeting was given to the public in compliance with Section 10-15-4, NMSA 1978, and Resolution 25-28

The meeting convened at 4:38 p.m. with Councilor Juliana Halvorson presiding and present, Councilor Carlos Marrujo – Present, Councilor Cristina Arnold - Present, Councilor Angela Moore – Present, Councilor Will Cavin – Present.

Mr. Mathews reported to the Chair that we do have a quorum.

Staff present: Mike Mathews, Deputy City Manager; Steve Chaves, Fire Chief; Amalia Martinez, City Clerk; Angela Garcia, Deputy Clerk; KP Prescott, American Medical Response; Karen Sanders, Emergency Management; Toby Franco, Community Enhancement, Derek Washichek, Deputy Fire Chief; Shantel Mairot, Animal Control; Alison Herring, PVRCC; Randy Bunch, RFD; Mike Taylor, RPD; Albert Aldana, RPD; Bobbi Thomson, RIAC

Guests: Julius Smith, Rita Kane-Doerhoefer, Judy Stubbs

APPROVAL OF AGENDA

Councilor Moore moved to approve the agenda; Councilor Cavin was the second. A voice vote was as follows: Councilor Halvorson – yes, Councilor Marrujo – yes, Councilor Arnold – yes, Councilor Moore -yes, Councilor Cavin-yes. The motion passed 5-0.

APPROVAL OF MINUTES

1. Councilor Moore moved to approve the minutes from the October 14, 2025, Public Safety Committee Meeting. Councilor Cavin was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Moore – yes, Councilor Cavin-yes, the motion passed 5-0.

REGULAR ITEMS

2. The Public Safety Committee is asked to consider and refer to the Finance Committee and recommend a budget adjustment of 1.8 million of Opioid Fund's money to be appropriated for expenditures by the City. Councilor Arnold presented information on this item and answered questions from the committee on the plan and use of this money: Councilor Arnold moved to approve and send to Finance Committee, Councilor Moore was the second. Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Cavin-yes, Councilor Moore-yes. The motion passed 5-0.

DRAFT

3. Mr. Franco presented Resolution 25-XX requiring the removal or demolition of Two (2) dilapidated structures. Councilor Marrujo moved to place on consent agenda. Councilor Cavin was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Cavin-yes, Councilor Moore-yes. The motion passed 5-0.
4. Committee was asked to consider recommending approval of the City of Roswell Police Department to enter into a five-year lease beginning December 1, 2025 and ending November 30, 2030 for building 500 at Roswell Air Center.
   Councilor Arnold moved to send to full council for consideration. Councilor Cavin was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Moore-yes, Councilor Arnold-yes, Councilor Cavin-yes. The motion passed 5-0.
5. Consider recommending authorization for approval to issue a purchase order in the amount of $265,988.60 for the purchase of one Brush Truck from 411 Equipment, LLC. This procurement will be made through CES Contract purchase of one Brush Truck from 411 Equipment. This purchase will be made through CES Contract #2024-25-C115-ALL. Councilor Cavin made a motion to send to Finance Committee and place on consent agenda. Councilor Arnold was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Arnold-yes, Councilor Cavin-yes, Councilor Moore-yes. The motion passed 5-0.
6. Committee was asked to consider recommending approval of a budget adjustment to establish the full FY25 EMS operating and personnel budget. Toni Gomez and Chief Chavez presented information and answered questions about this item. Councilor Cavin moved to send to Finance. Councilor Marrujo was the second. A voice vote was as follows: Councilor Halvorson-yes, Councilor Marrujo-yes, Councilor Moore-yes, Councilor Arnold-yes, Councilor Cavin-yes. Motion passed 5-0.
7. Committee was asked to consider recommending approval of a budget adjustment and authorization for the purchase of a class A HME Pumper for the Roswell Fire Department. This procurement will be made through Sourcewell #113021-CSM

DRAFT

NON-ACTION ITEMS

MONTHLY DEPARTMENT REPORTS

Departments presented the committee with their monthly reports and answered any questions.

8.Emergency Management, Ms. Sanders presented the monthly report and answered questions.

9.Roswell Animal Services, Ms. Mairot presented the monthly report and answered questions.

10.Community Development, Mr. Franco presented the monthly report and answered questions.

11. Consolidated Dispatch, Ms. Herring presented the monthly report and answered questions

12. AMR, Mr. Prescot presented the monthly report and answered questions.

13. Roswell Police Department, Deputy Chief Taylor presented the monthly report and answered questions.

14. Roswell Fire Department, Chief Chavez presented the monthly report and answered any questions

PUBLIC PARTICIPATION

None

ADJOURNMENT

The meeting adjourned at 5:12p.m.

Next meeting will be December 16, 2025 @ 4:00 p.m.

DRAFT

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** N/A

ACTION REQUESTED:
The Resolution shall require the removal or demolition of one (1) dilapidated structure.

BACKGROUND:
Initiated by: Toby Franco These structures constitute a public nuisance harmful to the public health, safety and general welfare.

FINANCIAL CONSIDERATION:
Resolution and notice will be served to owners requiring action within fifteen (15) days. Demolition by the City will proceed if no action is taken and a lien will be placed on the property for cost ranging from $3,000 to $30,000 for each property for removal.

LEGAL REVIEW:
The City Attorney has reviewed the current resolution. Resolutions must be adopted by a majority vote of the entire City Council.

BOARD AND COMMITTEE ACTION:
This is to be reviewed by the Public Safety Committee at their meeting on December 16, 2025.

STAFF RECOMMENDATION:
Code Enforcement recommends approval of Resolution 26-XX.

Attachments
ATT 1 Resolution 25-XX Condemnations
ATT 2 Resolution 25-XX Condemnations

CITY OF ROSWELL
RESOLUTION 26-XX

A RESOLUTION REQUIRING THE REMOVAL AND/OR DEMOLITION OF CERTAIN DAMAGED AND DILAPIDATED BUILDINGS, STRUCTURES OR PREMISES; PROVIDING THAT THE CITY SHALL HAVE A LIEN FOR THE COST OF REMOVAL; PRESCRIBING THE PROCEDURE INCIDENT TO SUCH REMOVAL AND/OR DEMOLITION AND DECLARING CERTAIN PROPERTY TO BE IN SUCH STATE OF DISREPAIR, DAMAGE AND DILAPIDATION AS TO CONSTITUTE A DANGEROUS BUILDING AND A PUBLIC NUISANCE PREJUDICIAL TO THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE.

WHEREAS, it is the opinion of the City Council of the City of Roswell, New Mexico, that those certain buildings or structures upon the premises located as follows and purportedly owned of record, or occupied by the parties hereinafter named, are and have become in such state of disrepair, damage and dilapidation as to be a menace to the public health, safety and general welfare of the inhabitants of the community; and further, that it is in the public interest to require the removal thereof, according to law, by reason of the condition or conditions set forth in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL, THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO:

1. That the buildings or structures set forth in Exhibit "A" are declared to be in such state of disrepair, damage and dilapidation as to constitute a dangerous building within the purview of Roswell Municipal code section 16-12, as well as being a public nuisance prejudicial to the public health, safety and general welfare. That such dangerous buildings or structures set forth, if any, cannot reasonably be repaired so that they will no longer exist in violation of the terms of the ordinance.

2. The owners, occupants, if any, or agent in charge of said premises be, and they hereby are ordered and required to remove such dangerous buildings, or structures within a reasonable time thereafter not to exceed fifteen (15) days from the receipt of notice by certified mail or from date of publication of this resolution as hereinafter provided, and as the case may be. In the event such removal be not commenced by such owner, occupant or agent, or written objection thereto be filed with the City Clerk within ten (10) days after service of a copy of this resolution by certified mail or by publication, requesting a hearing, then and in such event, the City Manager is hereby authorized and directed to cause such dangerous buildings or structures to be removed at the sole cost and expense of the owner, owners or other parties having an interest in said properties, and further, that the reasonable cost of such removal shall be and become a subsisting and valid lien against such property so removed and the lot or parcel or land from which such removal was made and shall be foreclosed in the manner provided by law for the foreclosure of municipal liens. Alternatively, the City Manager may act pursuant to Article 3-18-5 (G) (NMSA, 1978), and cause the dangerous buildings or structures to be removed and give title to them or their components to the removing person or persons.

3. In the event the owner or other interested party aggrieved shall file his

protest within the time herein provided, requesting a hearing, on the matter, the City Council shall fix a date for hearing, at which time said Protestants shall be entitled to be heard in person, by agent or attorney, and the City Council shall consider evidence whether or not its previous action should be enforced or rescinded. If it shall be determined that the removal order should be enforced, and the owner(s) shall fail or neglect to comply with said decision of the City Council, they shall have a right of appeal to a court of competent jurisdiction by giving notice of such appeal to the City Council within the (10) days after the date of the City Council decision, together with his petition for court review duly filed with the Clerk of the Court within thirty (30) days of the date
of the decision complained of.

4. Upon the adoption of this resolution, it shall be the duty of the City Building Inspector to notify the owner, occupant or agent in charge of such building or structure of the adoption of this resolution by serving a copy thereof upon him by certified mail, return receipt requested; and in the event such owner, occupant or agent cannot be found or served within said City as herein above provided, such notice may be served by posting a copy of said resolution upon the premises complained of, followed by legal publication of said resolution one time in a newspaper of general circulation within the city.

ADOPTED, SIGNED AND APPROVED 8th day of January 2026.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST:

_____
Amalia Martinez, City Clerk

Location	Condition	Name
636 E 6TH ST DAUGHTRY Block 1 Lot 9	Dilapidated/ Deterioration Open To Public, Inadequate Maintenance	GUAJACA, MARTIN L C/O HILARIO D GUAJACA 636 E 6TH ST ROSWELL, NM 88201

636 E 6TH ST





Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Approve a budget adjustment to allocate an additional $300,000 for the temporary dispatch contract. This adjustment is necessary to address unanticipated staffing shortages and associated costs. (Herring)

BACKGROUND:
Initiated by: Alison Herring

Contracted dispatchers have been assisting Consolidated Dispatch during a time of significant staffing shortages. This situation was impacted by the unexpected departure of Teri Best, which created additional staffing challenges. The initial budget required for FY26 was $690,000, but it has been reduced to $300,000 at the start of the FY26 budget year. This amount only covers approximately six months of costs.

FINANCIAL CONSIDERATION:
Would require a budget adjustment in the amount of $300,000 for FY 2026.

LEGAL REVIEW:
No legal review at this time.

BOARD AND COMMITTEE ACTION:
The Public Safety Committee will be the first to review this item.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
GetResQ911

getRESQ911 Scope of Work-Extension Aug-Feb

Agency Name: Pecos Valley Regional Communications Date: June 17, 2025
Agency Address: 1 Saint Mary's Place, Roswell, NM 88203
Agency Contact/Phone #: Teri Best - 575.495.0923 | t.best@roswell-nm.gov

Agency CAD System: Central Square/OneSolution
Agency 911 Platform: Intrado Viper
Agency Radio System:Zetron

Introduction:

getResQ911 LLC will provide the scope of work detailed below for work to be performed by 911 contractors. Details of the agreement, contract duration and associated costs are listed below.

Agreements

Agency Responsibilities – include but not limited to the following:

- Day to day management of the Contractor will be the responsibility of the Agency.
- Agency agrees to provide on-boarding information at least two weeks prior to Contractor start date including the following:
    - Call taking, CAD Screen Images of Data Entry location.
    - Local call types
    - CAD codes/commands.
    - Radio codes
    - Agencies dispatched listing.
    - Appropriate SOP / Policy Documentation
    - Any additional on-boarding materials deemed necessary or encouraged to learn and understand.

- Adjustments to the weekly hours for each 911 Contractor will be coordinated monthly between Agency and Contractor via a monthly schedule update.
- Contractor pay including monthly housing will be paid electronically/ACH, if possible, to the Company on receipt of invoice.

911 Contractor Responsibilities – includes but not limited to the following:

- Receive and process 911, non-emergency and administrative calls.
- Enter calls into the Agency Computer Aided Dispatch (CAD) system as required by the Agency.
- If authorized, leverage the National Law Enforcement Teletype System (NLETS) and the National Crime Information Center (NCIC) to perform required duties.
- Work to the best of their abilities to assimilate into the overall work environment and culture of the organization while adhering to the Agency Code of Conduct.

- Contractor agrees to provide two weeks' notice to the Agency for any work schedule change request.
- Contractor agrees to participate in additional background checks facilitated by the Agency, if required.
- Contractor agrees to be or become compliant with the following certifications and training deemed required by the Agency during the period of the contract. (check mark the appropriate certifications requested)

  ☒ NCIC Certification
  ☒ EMD, EPD, EFD
    ☐ APCO
    ☒ Priority Dispatch
    ☐ Other _____
  ☐ Other _____

Company Responsibilities – include but not limited to the following:

- getResQ911 will provide Contractor resume's, verification of certifications and will provide a National and County Criminal and Credit background check if requested by the Client/Agency.
- getResQ911 and Client agrees to meet (virtually) every thirty days to review status of Contractor job performance and/or any challenges that need to be addressed.
- Logistics coordination with the 911 Contractor.
- Coordinate preboarding materials as outlined and agreed to in the Client Responsibilities section.

PAYMENT SCHEDULE

911 Contractor(s): 5

Name: Christine Delgado Phone #: _____

Name: Alfredo Delgado Phone #: _____

Name: Tera Sills Phone #: _____

Name: TBD Phone #: _____

Name: TBD Phone #: _____

Start Date at Clients location: August 2025 - February 2026

Itemized Invoice: 6 Month Option

Item	Description	Hourly rate	Duration	# of contractors	Total
1	911 Contractor	$55	960 (160 hrs/month x 6 mths)	5	$264,000
2	Contractor Monthly Housing	$2,200	6 months	5	$66,000
	Total Contract				$330,000
	Due at Signing (1st month pay + $2,200 housing x 1 additional contractors)				$11,000
	Amount invoiced monthly till end of contract (Hourly pay plus monthly stipend x 5)				$55,000

getResQ911 will invoice bi-monthly for regular pay and overtime (if applicable). Monthly housing stipend will be invoiced monthly on the last invoice of the month for next month's housing allowance.

Any work assignments over and above call taking and/or dispatching assigned to getResQ911 Subcontractors need to be agreed to by getResQ911 and may include an hourly pay increase.

This contract may be extended by Change Order.

Overtime and Holiday will be paid at $82.50/hr rate.

Overtime hours include any hours over 40 hours per week.

The 'Due at Signing fee' will need to be paid before getResQ911 can identify and get Subcontractor commitments for the Agency contract.

Holiday's are standard Federal Holidays.

2025 Holiday Schedule:

- New Year's Day: Wednesday, January 1
- Martin Luther King Jr. Day: Monday, January 20
- George Washington's Birthday: Monday, February 17
- Memorial Day: Monday, May 26

- Juneteenth: Thursday, June 19
- Independence Day: Friday, July 4
- Labor Day: Monday, September 1
- Indigenous Peoples' Day/Columbus Day: Monday, October 13
- Veterans Day: Tuesday, November 11
- Thanksgiving Day: Thursday, November 27
- Christmas Day: Thursday, December 25

AUTHORIZING SIGNATURES

Client Signature _____
Client Name Teri Best
Client Title Director
Date 8-18-25

getResQ911 Signature Diane Carroll
getResQ911 Name Diane Carroll
Date Aug 19, 2025

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:

Recommend approval of a budget adjustment in the amount of $52,474.50, plus applicable Gross Receipts Tax (GRT) of $4,340.06, for a total budget adjustment of $56,814.56, for CentralSquare public safety project management and technical services required to re-host the existing system to the new Dispatch Center server. Procurement will be made through Sourcewell Contract #030425-CNSQ. (Herring)

BACKGROUND:

Initiated by: Alison Herring

The Dispatch Center must transition its CentralSquare public safety system from the old server to the new dispatch facility. Funding for the re-hosting and technical implementation services was not previously secured by prior administration. These services are necessary to ensure system functionality, data integrity, and full operational readiness at the new dispatch location.

FINANCIAL CONSIDERATION:

This expenditure was not included in the FY26 adopted budget. Approval will require a budget adjustment in the amount of $52,474.50 plus applicable Gross Receipts Tax (GRT).

Services (pre-tax): $52,474.50
GRT @ 8.2708%: $4,340.06
Total Budget Adjustment: $56,814.56

LEGAL REVIEW:

No legal review at this time.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee will be the first committee to review this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Quote-242161
CentralSquare - Sourcewell Contract# 030425

Exhibit A

Quote

Quote #: Q-242161
Primary Quoted Solution: ONESolution PS
Quote expires on: May 23, 2026

Quote prepared for:
Jeff Bechtel
Roswell Police Department
PO Box 1838
ROSWELL, New Mexico 88202-1838
575-637-6292

Sourcewell Contract #030425-CNSQ

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at www.centralsquare.com.

WHAT SERVICES ARE INCLUDED?

	DESCRIPTION	TOTAL
1.	Public Safety Project Management Services - Fixed Fee	9,750.00
2.	Public Safety Technical Services - Fixed Fee	48,555.00

Services Subtotal	58,305.00 USD
Discount	- 5,830.50 USD
Services Total	52,474.50 USD

QUOTE SUMMARY

Services Subtotal	58,305.00 USD

	Quote Subtotal	58,305.00 USD
	Discount	- 5,830.50 USD
	Quote Total	**52,474.50 USD**

WHAT ARE THE RECURRING FEES?

TYPE	AMOUNT
FIRST YEAR MAINTENANCE TOTAL	0.00
FIRST YEAR SUBSCRIPTION TOTAL	0.00

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.

BILLING INFORMATION

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

PURCHASE ORDER INFORMATION

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ] No [ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number: _____

Initials: _____

Docusign Envelope ID: 03F4B607-3009-498E-8F9B-0BD9D5A4D36C

MASTER AGREEMENT #030425
CATEGORY: Public Safety Software
SUPPLIER: CentralSquare Technologies, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CentralSquare Technologies, LLC, 1000 Business Center Drive, Lake Mary, FL 32746 (Supplier).

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

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

Article 1:
General Terms

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

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 17, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in Solicitation #030425, Category 3. Comprehensive Solutions, to Participating Entities. In-scope solutions include:

   a) Category 1. Public Safety Response – Agency Situational Awareness, including but not limited to:
      i) Incident command and management (incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.);
      ii) Mapping (vertical location, indoor, outdoor);
      iii) Asset tracking and location (personnel, vehicles, controlled substances, equipment, etc.);
      iv) Community notifications (evacuations, minor crime reporting, shelter in place, etc.);
      v) One-to-one and one-to-many collaboration and coordination (SMS, push to talk, video, voice, etc.); and
      vi) Public safety focused data and analysis applications, to include but not limited to video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration.

   b) Category 2. Public Safety Response – Agency Operations, including but not limited to:
      i) Pre-incident planning software, such as:
         (1) Fire prevention related inspections and enforcement;
         (2) Operational management (scheduling, training, compliance, etc.); and
         (3) Data analytics to inform staffing, deployment, station location, budget, and other management decisions.
      ii) Incident/post-incident software, such as:
         (1) CAD, RMS for law enforcement, fire, and EMS;
         (2) Electronic Patient Care Reporting (ePCR) and data transfer to hospitals;
         (3) Digital and physical evidence management;
         (4) E-citation systems; and
         (5) Law enforcement case management

   c) Category 3. Comprehensive Solutions

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i) Solutions that offer at least one (1) or a combination of solutions from BOTH Category 1 and Category 2 above.

Complimentary equipment, accessories, and services must be directly related to the offering of systems or solutions described in sections 7)a) – c) above. Software platforms or solutions should be able to integrate with a broad range of other software and hardware solutions to improve and/or expand agency capabilities. Sourcewell IS NOT looking for artificial intelligence (AI) customization, but public safety software with existing AI capabilities is eligible.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and will substantially conform to the specifications set forth in the applicable documentation.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any

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Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

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iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

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xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

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Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

    A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

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6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by the performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

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19) Grant of License.

a) **During the term of this Agreement:**

i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

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22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve

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the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell or Supplier may terminate this Agreement upon providing written notice of material breach to the other party. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the breaching party will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

25) **Consequential Damages.** NEITHER PARTY SHALL HAVE LIABILITY TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING BUT NOT LIMITED TO, REPLACEMENT COSTS, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSSES OF PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, DATA, AND REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

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4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	CentralSquare Technologies, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Ron A. Anderson CA8953F28BAE47B...
By: _____	By: _____
Jeremy Schwartz	Ron A. Anderson
Title: Chief Procurement Officer	Title: Chief Revenue Officer
Date: 7/15/2025 | 12:34 PM CDT	Date: 7/15/2025 | 12:26 PM CDT

RFP 030425 - Public Safety Software

Vendor Details

Company Name:	CentralSquare Technologies
Does your company conduct business under any other name? If yes, please state:	CentralSquare Technologies
Address:	1000 Business Center Dr Lake Mary, FL 32746
Contact:	Jennifer Whitcomb
Email:	PSJProposals@centralsquare.com
Phone:	605-274-6061
HST#:	

Submission Details

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Submitter's IP Address:	147.243.203.208

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	CentralSquare Technologies, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8DPP2 and PFMNZKNMBL68	*
5	Provide your NAICS code applicable to Solutions proposed.	511210 and 513210	
6	Proposer Physical Address:	1000 Business Center Drive Lake Mary, FL 32746	*
7	Proposer website address (or addresses):	https://www.centralsquare.com/	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Ron A. Anderson, Chief Revenue Officer 1000 Business Center Drive Lake Mary, FL 32746 ron.anderson@centralsquare.com (833) 278-7877	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rich Smith, Regional Sales Director 1000 Business Center Drive Lake Mary, FL 32746 richard.smith@centralsquare.com (407) 496-8806	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karla Hageman, Director, Channel Sales 1000 Business Center Drive Lake Mary, FL 32746 karla.hageman@centralsquare.com (563) 379-3361	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	CentralSquare provides software and information technology solutions designed to meet the specialized needs of city and county governments, public safety and justice agencies, and nonprofit organizations. CentralSquare's goal is to partner with agencies to improve quality of life by helping those who serve, protect, and sustain their communities. We are an industry leader in public safety and public administration software, serving over 8,000 organizations from the largest cities to counties and towns of every size across North America. Our technology platform provides solutions for public safety, including Vertex, computer aided dispatch, records management, mobile, citations, evidence management, and corrections. For public administration agencies, CentralSquare provides software for finance, human capital management, payroll, utility billing, citizen engagement, asset management, regulatory compliance, and community development. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America. The Pro Suite team has been providing public safety agencies with high-quality, well-supported technology since 2003, and Pro Suite has been implemented at over 600 agencies across the country. The ONESolution integrated public safety software suite has been provided since 1994 and has been implemented at over 800 agencies across the country. The Enterprise team has led the public safety software market with innovative, cloud-based and on-premises solutions for forty years, and the Public Safety Suite – Enterprise has been implemented at over 500 agencies across the country. CentralSquare has relied on its extensive experience, along with industry research, when developing the proposed CentralSquare applications from the ground up. CentralSquare's mission says it all: "CentralSquare provides the broadest, smartest, and most unified public sector software suite that powers all aspects of managing local government and constantly innovates new solutions in partnership with the communities the company serves." CentralSquare provides software solutions that enable public servants everywhere to work together and build safer, smarter, more connected communities. CentralSquare's values guide our work and commitment to every CentralSquare stakeholder, which include: Accountability - CentralSquare holds itself and others responsible for delivering results. - CentralSquare measures its goals and contributions with data to drive maximum positive impact. - CentralSquare follows through on its commitments and expects the same of those around it. Social Responsibility - CentralSquare honors its local communities and gives back through volunteerism and charitable donations. - CentralSquare fosters an inclusive environment and proactively seeks opportunities to make its workforce more diverse. - CentralSquare acts with the highest ethical standards and lives by its Code of Conduct. Reliability - CentralSquare supports and depends on its colleagues to do their best work. - CentralSquare delivers quality products and services that its customers can trust. - CentralSquare makes realistic promises to achieve its ambitious goals. Respect - CentralSquare follows through and communicates clearly to teammates and customers. - CentralSquare thoughtfully challenges and pushes boundaries. - CentralSquare collaborates cross-functionally and values the talent, time, and background of everyone it works with. Integrity - CentralSquare does the right thing, even when it's not easy. - CentralSquare communicates and acts with transparency. - CentralSquare makes plans, not excuses.	*
12	What are your company's expectations in the event of an award?	CentralSquare's national sales organization will leverage this contract and promote the use of it when interacting with prospective customers. This would include, but is not limited to, promoting Sourcewell through customer email campaigns, posting as an approved vendor on our website and social media, and providing sales enablement to our sellers, so they can promote and educate our customers on the use of Sourcewell when purchasing CentralSquare products.	*

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	CentralSquare is a large company with significant scale and a strong financial position. The company has positive cash flows, expanding EBITDA margins, and increasing organic revenue growth. CentralSquare also continues to invest for additional growth. Finally, CentralSquare's cash balance and overall financial condition remain robust. As a privately held portfolio company of two of the largest and most successful private equity firms in the world—Vista Equity Partners ("Vista") and Bain Capital Private Equity, LP ("Bain")—CentralSquare does not disclose financial statements. Vista (www.vistaequitypartners.com) and Bain Capital (www.baincapitalprivateequity.com) are U.S.-based private equity firms that focus on investing in software, data, and technology-based organizations. Vista's investment model is to seek quality organizations and partner with existing management to pursue operational excellence, while fostering and funding innovation and growth. Vista has successfully invested in many other software companies, including those serving the public sector. Bain Capital has partnered closely with management teams to provide the strategic resources that build great companies and help them thrive since our founding in 1984.	*
14	What is your US market share for the Solutions that you are proposing?	CentralSquare currently has 2,282 installations of its proposed public safety software solutions in the U.S.	*
15	What is your Canadian market share for the Solutions that you are proposing?	CentralSquare currently has eight (8) installations of its proposed public safety software solutions in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	CentralSquare has never filed bankruptcy or otherwise been subject to a reorganization or receivership of any sort. Additionally, the company has never been disqualified from participation on a contract by any agency, public or otherwise.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	As the sole source owner and provider of its proprietary public safety software, CentralSquare's products and services are sold by and provided by its own trained and knowledgeable staff with the necessary experience with CentralSquare's unique applications. CentralSquare provides comprehensive services (project management, data conversion, training, GIS data migration, etc.) as part of every CentralSquare project. All members of the implementation team are specialists in the areas where they will be assisting clients.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CentralSquare stays current with changes in state and federal incident reporting requirements through industry organizations and contact with state and federal contacts directly. Required changes to these systems are made available to users in regularly scheduled updates. CentralSquare complies with CJIS policies and updates as well as FBI and state-level incident reporting standards for IBR, UCR, and data sharing initiatives at both the federal and state level, where available. CentralSquare provides a wide range of authentication methods that are compliant with policies such as CJIS. Moreover, CentralSquare product management staff take part in industry organizations such as IJIS as well as organizational conferences (IACP, APCO, NENA, NSA, etc.), seminars, publications, and specifications to keep current on industry trends, new requirements, and best practices. CentralSquare coordinates this information with its product roadmap and development plans where necessary to keep CentralSquare's software the most effective solution for its customers.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	CentralSquare, its principals, and any of its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from bidding or working on contracts issued by any government agency. CentralSquare has not, within the ten (10) year period preceding the submission of this proposal: - Been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract; - Been convicted of or had a civil judgment rendered against them for violating federal or state antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; - Been indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local); - Had one or more Federal, State, or Local government transactions terminated for cause or default.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	CentralSquare has been named to Government Technology magazine's 2024 GovTech 100 list. CentralSquare has been named a GovTech top 100 company every year for the past six years, since the list's inception. Additionally, several CentralSquare customers were showcased in Government Technology's article, "Digital Cities 2023: Up to 75,000 Population Category," showcasing their impactful technology projects that resonate communitywide.	*
21	What percentage of your sales are to the governmental sector in the past three years?	99%	*
22	What percentage of your sales are to the education sector in the past three years?	1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	CentralSquare maintains a cooperative purchasing vehicle contract with The Interlocal Purchasing System (TIPS). As a privately held portfolio company, CentralSquare does not disclose sales volumes.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CentralSquare does not hold any GSA or SOSA contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Gladstone Police Department, MO	Sergeant Bill Brier	(816) 423-4023	*
Caroline County Sheriff's Office, VA	Lisa Harvey	(804) 633-5400	*
Franklin County 911, IL	Director Amos Abbott	(618) 439-0911	*
The above are references for Pro Suite. Due to portal limitations, references for additional product suites have been included as a separate PDF attachment.	see note	see note	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	CentralSquare employs over 1,200 industry professionals directly, including a national sales force of 125 to meet the demands of multiple agencies and their unique needs for the products and services proposed. This sales force is made up of CentralSquare employees who do not overlap into service functions.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	CentralSquare is the sole source owner and provider of its proprietary public safety software. CentralSquare's products and services are sold by and provided by its own trained and knowledgeable staff with the necessary experience with CentralSquare's unique applications.	*

28	Service force.	CentralSquare's highly trained support staff is available to help clients quickly and easily use, manage, and troubleshoot CentralSquare products. All incoming inquiries, including both technical and non-technical support cases, are answered directly by CentralSquare Support.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	CentralSquare is the sole source owner and provider of its proprietary public safety software. CentralSquare's products and services are sold by and provided by its own trained and knowledgeable staff with the necessary experience with CentralSquare's unique applications. CentralSquare does not have a dealer network. CentralSquare's sales team will track sales made under this contract to ensure Sourcewell Participating Entities obtain proper pricing and sales are reported.	*
30	Describe your product implementation strategy. If utilizing installation partners, describe and define their role in the strategy.	CentralSquare's proposed project implementation methodology has proven to be successful in hundreds of public safety deployments. This methodology has been refined and optimized through 40+ years of client engagement. This standard implementation process is designed for deployment of CentralSquare's Commercial Off-the-Shelf (COTS) solutions for public safety customers in mission-critical environments. This methodology differs from a deployment process for a custom solution, which is significantly more expensive to deploy and support. CentralSquare's process follows the guidelines of the Project Management Institute (PMI) to deliver a high quality, cost-effective implementation. The methodology includes a highly refined professional services component with a matrix engagement of specialized personnel (such as Consultants and Instructors) who lead a consultative methodology to optimize the COTS solution for clients' operations.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Clients can open cases online via CentralSquare's support community or by calling CentralSquare Support directly. Cases are assigned to Support Engineers for investigation and resolution, according to engineer skill sets and availability. By using a unified case tracking system, CentralSquare Support Engineers know they are working with the latest details and status of each case. CentralSquare works with customers to assign priority to submitted problems. The priority level defines the targeted time frames for initial response goals and escalation potential. This process assists the appropriate resources within CentralSquare to manage problems quickly and efficiently according to their priority level. All cases are prioritized according to their impact on the customer (Priority 1 (P1) through Priority 4 (P4)) with P1 being the most urgent. The priority of the case can change, being upgraded or downgraded, depending on troubleshooting progress. CentralSquare uses reasonable efforts to provide service level responses as follows: Priority 1 – Urgent The software is completely down and will not launch or function. Priority 1 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative. Priority 2 – Critical A high-impact problem that disrupts the customer's operation but there is capacity to remain productive and maintain necessary operations. Priority 2 issues must be called in via 833-278-7877 and will be immediately answered and managed by the first available representative. Priority 3 – Non-Critical A Software Error related to a user function which does not negatively impact the User from the use of the system. This includes system administrator functions or restriction of user workflow but does not significantly impact their job function. Priority 3 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Non-Critical Priority 3 issues may also be reported via https://support.centralsquare.com/s/contact-us Priority 4 – Minor Cosmetic or documentation errors, including Customer technical questions or usability questions. Priority 4 issues called in via 833-278-7877 will be immediately answered and managed by the first available representative. Minor Priority 4 issues may also be reported via https://support.centralsquare.com/s/contact-us	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CentralSquare provides software and information technology solutions designed to meet the specialized needs of city and county governments, public safety and justice agencies, and nonprofit organizations. CentralSquare's goal is to partner with agencies to improve quality of life by helping those who serve, protect, and sustain their communities. We are an industry leader in public safety and public administration software, serving over 8,000 organizations from the largest cities to counties and towns of every size across North America. Our technology platform provides solutions for public safety, including Vertex, computer aided dispatch, records management, mobile, citations, evidence management, and corrections. For public administration agencies, CentralSquare provides software for finance, human capital management, payroll, utility billing, citizen engagement, asset management, regulatory compliance, and community development. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America. CentralSquare's mission is to build safer and smarter communities. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CentralSquare provides software and information technology solutions designed to meet the specialized needs of city and county governments, public safety and justice agencies, and nonprofit organizations. CentralSquare's goal is to partner with agencies to improve quality of life by helping those who serve, protect, and sustain their communities. We are an industry leader in public safety and public administration software, serving over 8,000 organizations from the largest cities to counties and towns of every size across North America. Our technology platform provides solutions for public safety, including Vertex, computer aided dispatch, records management, mobile, citations, evidence management, and corrections. For public administration agencies, CentralSquare provides software for finance, human capital management, payroll, utility billing, citizen engagement, asset management, regulatory compliance, and community development. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America. CentralSquare's mission is to build safer and smarter communities. CentralSquare's broad, unified, and agile software suite serves three in four citizens across North America.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	CentralSquare is willing and able to provide its proposed solutions to any Participating Entity whose needs can be fulfilled by CentralSquare's solutions.	*
35	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	CentralSquare is willing and able to provide its proposed solutions to any Participating Entity whose needs can be fulfilled by CentralSquare's solutions.	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A	*
37	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
38	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CentralSquare has a robust multi-channel marketing strategy that reflects our thought leadership position as a market leader in the public sector space, including: - Presence at all major and regional industry tradeshows and events, including IACP, NENA, APCO, and 911 Goes to Washington - Consistent webinars offering training, product updates, and customer spotlights to our clients - Customer case studies and testimonials that highlight the real-life benefits our customers have seen from using their CentralSquare solution - Blogs, articles, and video content featuring the benefits of our solutions as well as topics important to the industry - ENGAGE user conference that brings over 1,500 customers together for multiple days each year	*
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	CentralSquare has a presence on all major social media and digital platforms, including LinkedIn, Instagram, and Facebook. We post content and share customer spotlights on a regular basis with strong engagement from our followers.	*
40	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Once Sourcewell publishes the awarded vendor list for this RFP contract, CentralSquare will act immediately. CentralSquare will provide sales enablement training for its entire sales team via in-person, online, and recorded sessions. CentralSquare will ensure its sales team is educated about the use of this contract, including how to incorporate it into the sales process, and offer suggested workflows on how to utilize this contracting tool.	*
41	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CentralSquare does not have an e-procurement system.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	

42	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	CentralSquare will provide a training plan (including costs) based on the needs of each Participating Entity. The proposed training program typically includes a combination of end user training, train-the-trainer, and remote training courses. For Pro Suite, CentralSquare offers several options for end-user training. All training options provide hands-on use of the software with real-world examples. This means when the Go-Live date arrives, users are well-prepared to begin using the new software. The training plan will be customized for each project, taking into consideration the Pro Suite products and modules that are part of the project, included interfaces, the agencies and facilities involved, and many more factors. All CentralSquare training sessions are run by consultants or instructors. After completing the detailed walkthrough included in the Business Practice Review, the assigned CentralSquare consultants and instructors have thorough software and industry knowledge specific to the agency. CentralSquare will provide electronic copies of training documentation, including quick reference guides and agendas. Before the actual training at the end of implementation, and after the Business Practice Review, CentralSquare will provide several remote training/configuration sessions with a small build team from the agency to help configure the Pro Suite software. For ONESolution and Enterprise, CentralSquare proposes a combination of standard training classes for staff that corresponds to their level of involvement with the system, their role during implementation, and their expected use of the system after Go-Live. CentralSquare's standard user and train-the-trainer classes focus on each specific subsystem and its users. CentralSquare uses a comprehensive training approach for all our system components, as highlighted below: - CentralSquare's approach maximizes the use of hands-on training. Students will receive detailed training on a field-by-field, screen-by-screen basis. - The CentralSquare team will devote time prior to the training sessions to understanding the client's daily business procedures. - Class exercises will mirror users' daily activities and duties providing users with step-by-step training. - The CentralSquare team will work closely with the client to identify real-life exercises that will be meaningful to the students. - As much as feasible, CentralSquare's Training team will emulate the client's workflow process in the training classes. CentralSquare ensures this standard approach is used throughout all our training course offerings. The proposed training program will include a combination of workshops, end-user training, train-the-trainer, and remote training courses. CentralSquare encourages the client to designate "power users" who will act as supplemental trainers or coaches during the training phase and Go-Live. These power users should attend the initial training classes and key implementation activities. This helps equip the power users with the skills to guide other users through common problems encountered during the post Go-Live transition. CentralSquare will provide training aids, in addition to the application Administration and User Guides in PDF to allow the client to print additional copies for their staff, and for future classes.	*
43	Describe any technological advances that your proposed solutions offer.	All CentralSquare solutions offer several technological advances that enhance our software for public safety and public administration. Here are some key highlights: - CentralSquare recently acquired Blueline AI (now Centerline AI™), an AI-driven platform designed to augment routine, time-consuming tasks. This platform is particularly useful for tasks such as body-worn camera transcriptions, police report narratives, and approval routing. This acquisition demonstrates CentralSquare's commitment to integrating advanced AI technologies to improve efficiency and accuracy in public safety operations. - CentralSquare's solutions are built to harness the power of cloud technology, providing secure, next-generation tools that increase transparency and offer on-demand access. This is particularly beneficial for public sector agencies, as it allows them to stay connected and operational even during disasters. - CentralSquare also emphasizes interoperability with the CentralSquare Unify™ (CAD-to-CAD) solution, which enables seamless dispatch across jurisdictional boundaries. This is crucial for emergency response situations where coordination between different agencies is necessary. - CentralSquare's software suite includes comprehensive solutions for both public safety and public administration. This includes everything from computer-aided dispatch and next-generation 911 solutions to finance, asset management, permitting, tax collection, and more. These technological advances are designed to make the delivery of public services more efficient and cost-effective, ultimately helping communities to be smarter, safer, and more connected.	*

44	Demonstrate your solution's capabilities in data privacy, integrity, storage and protection standards, and the adherence of your products and services to applicable cybersecurity and industry standards, such as but not limited to the requirements of the Criminal Justice Information Services (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), etc.	CentralSquare takes data privacy, integrity, storage, and protection very seriously, ensuring all products and services adhere to stringent cybersecurity and industry standards, including CJIS and HIPAA. CentralSquare's Information Security Program implements a series of comprehensive physical and logical controls that align with the NIST Cybersecurity Framework and standards to provide a secure, layered defense. - CentralSquare conducts annual audits on specific products for Payment Card Industry (PCI DSS) and Statement on Standards for Attestation Engagements (SSAE21) compliance. - For data encryption, CentralSquare utilizes NIST-certified FIPS 140-2 components to encrypt Criminal Justice Information (CJI) query/update results within a SQL Server database. Encrypted data remains in an encrypted state in transit between the server and the workstation, as well as within database backups. - AWS hosted solutions provide encryption for data in transit using FIPS 140-2 validated HTTPS endpoints utilizing AES-256 and for data at rest using AES-256. - CentralSquare's cloud solutions are managed SaaS solutions deployed in AWS GovCloud, ensuring compliance with CJIS standards. The solutions includes software modules architected and deployed from a single vendor, CentralSquare, with each install maintaining its own separate CJIS and ACID certified database processes. - CentralSquare's cybersecurity program supports the expansion of cloud services and overall growth plans, identifying and managing cyber risks to acceptable levels and embedding security in product and development processes. - CentralSquare also ensures compliance with SSAE18, CJIS, PCI DSS, HIPAA, and other applicable standards through regular assessments and audits. - CentralSquare's network infrastructure includes appropriate firewalls, routers, intrusion monitoring, cloud storage, and protection technology that meets or exceeds federal CJIS requirements. - CentralSquare's public safety and justice products also meet or exceed federal CJIS requirements. These measures demonstrate CentralSquare's commitment to maintaining the highest standards of data privacy, integrity, storage, and protection, ensuring compliance with relevant cybersecurity and industry standards.	*
45	Describe your data backup and recovery solutions.	CentralSquare offers robust data backup and recovery solutions for all its products using AWS GovCloud technologies to ensure the continuity and reliability of critical public safety operations. Here are some key features: - CentralSquare provides and manages all data backups, which are encrypted using CJIS compliant FIPS 140-2 compliant technologies. This ensures data is securely stored and can be quickly restored in the event of failure. - The CentralSquare solutions offer advanced disaster recovery capabilities. This includes near real-time replication using the AWS GovCloud separated in regions and availability zones (primary data center and secondary data centers), providing a high level of data protection and system availability for all applications and interfaces configured within the solution. In the event of a catastrophic failure at the primary data center, the system can automatically fail over to the secondary data center, minimizing downtime and ensuring that public safety operations can continue without interruption. Once the primary data center is restored, the systems recover seamlessly in the AWS GovCloud to the primary site with minimal disruption. These measures demonstrate CentralSquare's commitment to maintaining the highest standards of data backup and recovery, ensuring the resilience and reliability of our solutions even in the face of unexpected disruptions.	
46	Demonstrate your connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	CentralSquare offers robust connectivity, interoperability, and integration capabilities for all products to ensure seamless communication and data exchange between their solutions and other software systems. - CentralSquare’s software offerings bridge the communication gap between dispatch and field personnel while ensuring the continual availability of data. This system maximizes interoperability between agencies for smarter, more coordinated responses, saving 2-3 minutes per call, which can save lives. - CentralSquare’s applications are designed to span across multi-agency, multi-jurisdictional environments, providing coordinated responses and improving response times. - CentralSquare's solutions include a wide range of standard interfaces that enable integration with third-party providers. For example, the 3SI interface receives data from the 3SI system via a secure internet connection. When a 3SI message is received, it is examined for format and content, and a Call-for-Service (CFS) record is created and queued to the controlling dispatcher for assignment based on the CFS location. This interface demonstrates CentralSquare's ability to integrate with external systems and provide real-time updates to dispatchers. - CentralSquare's solutions support Single Sign-On (SSO), ensuring a reliable and secure connection for users. CentralSquare also provides support for the initial diagnosis of issues related to third-party software embedded in or used with application software. These capabilities highlight CentralSquare's dedication to providing seamless connectivity, interoperability, and integration with other software systems, ensuring efficient and effective public safety operations.	

47	Describe any “green” initiatives that relate to your company or to your solutions, and include a list of the certifying agency for each.	CentralSquare is committed to recycling plastic, cardboard, paper, etc., and using Energy Star computers, servers, heating and cooling systems, and appliances. Additional initiatives include the use of auto-sensors for lights, reducing fluorescent lighting, utilizing solar timers for exterior LED lights, and installing window tinting. While methods vary by location, efforts to reduce water consumption by personnel include flow-limiting faucets, low-flow toilets, under-the-sink hot water dispensers, and natural landscaping that does not require irrigation. CentralSquare also implemented a work from home policy for its employees. Working from home reduces the need for commuting, which in turn decreases the number of vehicles on the road. This reduction in traffic leads to lower emissions of greenhouse gases and pollutants, contributing to improved air quality and a decrease in overall carbon footprint. Moreover, working from home leads to a decrease in energy consumption for heating, cooling, and lighting office buildings.	
48	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CentralSquare believes the public-safety industry has long been underserved by technology, and has built systems to maximize configurability, usability, and security to match the unique needs of each individual agency. The fundamental difference between Pro Suite and offerings from other vendors is that Pro Suite is one application with one database from one vendor. Other vendors typically have separate applications running on separate servers with each application connected via interfaces or message switches; Pro Suite is one unified application. ONESolution is a very stable investment, allowing agencies to improve efficiencies and reduce unwanted data entry, downtime, and overall frustration. Users move intuitively between applications with a consistent, role-based user experience. The various departments and functional organizations benefit from the integrated workflow solutions tying participants together through well-defined and managed processes that are aligned with the agency’s objectives. The underlying application software is identical from one site to the next but also highly configurable to meet any operational requirements. Enterprise helps agencies leverage innovative technology for the fastest multi-agency, multi-discipline, and multi-jurisdiction responses with the most efficient and effective resource utilization capabilities. Agencies using Enterprise work smarter by: - Clearing 40% of abandoned calls without a call back - Spending 60% less time writing reports with web-based records - Booking inmates 30% faster - Saving 2 minutes per dispatch with unit swap - Saving 4 minutes per call with ASAP to PSAP CentralSquare is committed to customer success, and the company’s market-leading solutions help customers respond faster, maximize safety, increase efficiency, and improve transparency with citizens.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment	
50	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	N/A	*
51		Minority Business Enterprise (MBE)	○ Yes ◉ No	N/A	*
52		Women Business Enterprise (WBE)	○ Yes ◉ No	N/A	*
53		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	N/A	*
54		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	N/A	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	N/A	*
56		Small Business Enterprise (SBE)	○ Yes ◉ No	N/A	*
57		Small Disadvantaged Business (SDB)	○ Yes ◉ No	N/A	*
58		Women-Owned Small Business (WOSB)	○ Yes ◉ No	N/A	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

59	Describe your payment terms and accepted payment methods.	CentralSquare accepts ACH/EFT and check payments. CentralSquare's standard payment terms are as follows: Implementation Services - 30% due on Effective Date - 20% due at Project Kickoff - 15% due at completion of 1st End User Training Session - 30% due at Go-Live - 5% due at completion of Reliability Period License Fees - 100% due on Delivery Date* Subscription Fees - 100% due on Delivery Date* *Delivery Date: For on-premises solutions, delivery shall be when CentralSquare delivers to Customer the initial copies of the solutions by whichever the following applies and occurs first: (a) electronic delivery, by posting it on CentralSquare's network for downloading or similar suitable electronic file transfer method; (b) physical shipment, such as on a disc or other suitable media transfer method; (c) installation; or (d) delivery of managed services server. Physical shipment is Freight on Board (FOB), CentralSquare's shipping point. Electronic delivery is at the time CentralSquare provides Customer with access to download the solutions. For cloud-based solutions, delivery shall be whichever the following applies and occurs first: when Authorized Users have (a) received login access to the solution or any module of the solution; or (b) received access to the solution via a URL.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	CentralSquare has partnered with Government Capital Corporation to provide financing options for clients. All financing options will be administered by Government Capital Corporation. Additional information concerning financing options may be provided by contacting Government Capital Corporation as follows: D.C. Greer Vice President Government Capital Corporation 90 Sandalwood Trail Brookhaven, MS 39601 Phone: 800-561-0461 Mobile: 601-754-5951 Email: dc.greer@govcap.com Site: www.govcap.com Additionally, more than $600 billion in nationwide grants is available to public safety agencies and local governments each year. To help CentralSquare's customers find applicable grants and secure additional funding for their budgets, CentralSquare offers FREE, unlimited, and customized grant assistance.	*
61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	CentralSquare has attached a copy of its standard sample Solutions Agreement.	*
62	Explain your licensing process and the service agreements required of end users.	CentralSquare is proposing an annual subscription-fee based pricing model.	*
63	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	CentralSquare does not accept the P-card payment process.	*
64	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CentralSquare has provided a percentage discount from catalog pricing. While CentralSquare does not offer catalog pricing, we will collaborate with each agency to tailor a specific deployment based on the configurations of each agency inclusive of the 10% discount. Pricing for our software is calculated based on the number of workstations, users, sworn officers, agencies involved, and the number of interfaces requested. CentralSquare's breadth of offerings for Sourcewell Participating Entities is unmatched. Our proposal includes our public safety Pro, ONESolution, and Enterprise suites, and each client can choose the best deployment method: on-prem, cloud, or hybrid. Additionally, CentralSquare's Vertex (911), Unify (CAD-to-CAD), and Centerline AI can be purchased as add-ons or standalone offerings. CentralSquare is dedicated to the success of each client no matter what solution, deployment method, or add-ons are right for them.	*

65	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	CentralSquare has provided a discount from its proprietary price list, which is equivalent to 10%.	*
66	Describe any quantity or volume discounts or rebate programs that you offer.	CentralSquare does not provide regular volume discounts or rebates.	*
67	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	CentralSquare typically supplies “sourced” products/services at cost plus a markup percentage to cover the cost of handling and integrating with CentralSquare’s solutions.	*
68	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Support fees are not included in the proposed schedule. Support will be calculated based on CentralSquare's standard support percentages by product and the discounted software licenses resulting from this contract. Travel expenses are not included in the services of the proposed schedule and will be estimated and billed separately based on the contracted scope. Hardware, including shipping, is not included in the proposed schedule.	*
69	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is typically FOB to the client's designated receiving location. Shipping charges will vary depending on the size and type of parcels, location, etc. The risk of loss for all deliverables will be the responsibility of CentralSquare until delivery to the purchasing agency’s destination. While CentralSquare agrees to bear title and risk of loss for any deliverables until the time of delivery to the purchasing agency, CentralSquare cannot be responsible for such deliverables once they are no longer under CentralSquare’s (or its carrier’s) control. This applies to damage/issue resolution for deliverables in transit to the purchasing agency’s location. With respect to damage/issue resolution after delivery and receipt of goods, the CentralSquare software is supported in accordance with the support provisions of the Solutions Agreement for the specific products/solutions provided by CentralSquare, the provisions of which will be included in any resultant contract. Support and maintenance for any third-party products, including all hardware and any third-party software, will be provided in accordance with the support terms and conditions of the respective manufacturer/vendor thereof. For any such third-party products procured through CentralSquare, CentralSquare will pass through all applicable warranties and support terms and be the primary point of contact for issue reporting and resolution.	*
70	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	CentralSquare's shipping standards are the same for Alaska, Hawaii, Canada, and offshore delivery.	*
71	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CentralSquare uses a multi-phased approach to ensure successful implementation for customers across all product lines proposed. Because the software is tailored according to each agency's unique needs, CentralSquare will work with agencies at the beginning of implementation to develop a custom timeline, which will include specific timeframes for project deliverables. The average CentralSquare implementation across the product lines proposed is 12-18 months.	*
72	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	CentralSquare provides recurring training for its sales team via in-person, online, and recorded sessions. CentralSquare also hosts an annual sales training event in January. CentralSquare will ensure that its sales team is educated about the use of this contract, including how to incorporate it into the sales process. CentralSquare's sales team will track sales made under this contract to ensure Sourcewell Participating Entities obtain proper pricing and sales are reported.	*
73	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	CentralSquare's sales team will track sales made under this contract to ensure Sourcewell Participating Entities obtain proper pricing and sales are reported. We will have an assigned staff member monitoring booked sales under the Sourcewell contract. This individual will be responsible for ensuring proper reporting takes place internally and externally to Sourcewell. Reporting metrics will continue to be monitored to ensure we have positive adoption of this tool with our national sales force. The primary metric monitored will be how often our sellers are requesting this pricing.	*

74	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	CentralSquare proposes an Administrative Fee of 1% of total sales under the Sourcewell contract.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
75	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	N/A	*

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A through 7D)

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	CentralSquare has attached detailed descriptions of the solutions offered in our proposal.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The public safety software solutions proposed include 911, computer-aided dispatch, records management, mobile, citations, evidence management, corrections, analytics, and more.	*

Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7B: Category 1. Public Safety Response - Agency Situational Awareness. Proposers selecting Category 1 are ONLY able to provide one (1) or a combination of solutions below (Line 78 - 83). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
78	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	○ Yes ○ No		*
79	Mapping	Vertical location, indoor, outdoor	○ Yes ○ No		*
80	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	○ Yes ○ No		*
81	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	○ Yes ○ No		*
82	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	○ Yes ○ No		*
83	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	○ Yes ○ No		*

Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☑ We will not be submitting for Table 7C: Category 2. Public Safety Response - Agency Operations. Proposers selecting Category 2 are ONLY able to provide one (1) or a combination of solutions below (Lines 84 - 92). *See the Appendix in the RFP for further information.

Line Item	Category or Type	Subcategory	Offered *	Comments	
84	Pre-incident planning software	Fire prevention related inspections and enforcement	○ Yes ○ No		*
85		Operational management (scheduling, training, compliance, etc.)	○ Yes ○ No		*
86		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	○ Yes ○ No		*
87	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	○ Yes ○ No		*
88		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	○ Yes ○ No		*
89		Digital and physical evidence management	○ Yes ○ No		*
90		E-citation systems	○ Yes ○ No		*
91		Law enforcement case management	○ Yes ○ No		*

Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

☐ We will not be submitting for Table 7D: Category 3. Comprehensive Solutions. Proposers selecting Category 3 can provide one (1) or a combination of solutions in BOTH Category 1 and Category 2 (Lines 93 - 109). *See the Appendix in the RFP for further guidance.

Line Item	Category or Type	Subcategory	Offered *	Comments	
92	Category 1 - Public Safety Response Agency Situational Awareness		◉ Yes ○ No	N/A	*
93	Incident command and management	Incident tracking response and reporting, weather/traffic/construction considerations, unit assignments and staffing, training activities, etc.	◉ Yes ○ No	N/A	*
94	Mapping	Vertical location, indoor, outdoor	◉ Yes ○ No	N/A	*
95	Asset tracking and location	Personnel, vehicles, controlled substances, equipment, etc.	◉ Yes ○ No	N/A	*
96	Community notifications	Evacuations, minor crime reporting, shelter in place, etc.	◉ Yes ○ No	N/A	*
97	One-to-one and one-to-many collaboration and coordination	SMS, push to talk, video, voice, etc.	◉ Yes ○ No	N/A	*
98	Public safety focused data and analysis applications	Video, image, and pattern analysis, acoustic firearms discharge identification, incident response, investigative lead development, predictive analysis, and other data source integration	◉ Yes ○ No	N/A	*
99	Category 2 - Public Safety Response Agency Operations		◉ Yes ○ No	N/A	*
100	Pre-incident planning software	Fire prevention related inspections and enforcement	◉ Yes ○ No	N/A	*
101		Operational management (scheduling, training, compliance, etc.)	◉ Yes ○ No	N/A	*
102		Data analytics to inform staffing, deployment, station location, budget, and other management decisions.	◉ Yes ○ No	N/A	*
103	Incident/post-incident software	CAD, RMS for law enforcement, fire, and EMS	◉ Yes ○ No	N/A	*
104		Electronic Patient Care Reporting (ePCR) and data transfer to hospitals	◉ Yes ○ No	N/A	*
105		Digital and physical evidence management	◉ Yes ○ No	N/A	*
106		E-citation systems	◉ Yes ○ No	N/A	*
107		Law enforcement case management	◉ Yes ○ No	N/A	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - CentralSquare Pricing for Sourcewell RFP (2025).pdf - Monday March 03, 2025 16:11:16
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - CentralSquare Solutions Agreement - SAMPLE.pdf - Monday March 03, 2025 16:11:29
- Requested Exceptions - RFP_030425_Public_Safety_Software_Master_Agreement - CentralSquare Edits.docx - Monday March 03, 2025 16:11:39
- Upload Additional Document - Additional Documents.zip - Monday March 03, 2025 16:11:48

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Ron A. Anderson, Chief Revenue Officer, CentralSquare Technologies, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_12_Public_Safety_Software_RFP030425 Mon February 24 2025 04:31 PM	☑	4
Addendum_11_Public_Safety_Software_RFP030425 Fri February 21 2025 08:25 AM	☑	2
Addendum_10_Public_Safety_Software_RFP030425 Wed February 19 2025 02:57 PM	☑	2
Addendum_9_Public_Safety_Software_RFP030425 Wed February 12 2025 04:18 PM	☑	2
Addendum_8_Public_Safety_Software_RFP030425 Mon February 10 2025 10:04 AM	☑	2
Addendum_7_Public_Safety_Software_RFP030425 Mon February 3 2025 04:39 PM	☑	4
Addendum_6_Public_Safety_Software_RFP030425 Fri January 31 2025 10:29 AM	☑	2
Addendum_5_Public_Safety_Software_RFP030425 Wed January 29 2025 03:58 PM	☑	2
Addendum_4_Public_Safety_Software_RFP030425 Fri January 24 2025 11:47 AM	☑	2
Addendum_3_Public_Safety_Software_RFP030425 Tue January 21 2025 02:21 PM	☑	3
Addendum_2_Public_Safety_Software_030425 Fri January 17 2025 03:35 PM	☑	1
Addendum_1_Public Safety_Software_030425 Fri January 17 2025 10:38 AM	☑	1

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:

Approve a budget adjustment and authorize procurement of replacement computers for all dispatch consoles at the new consolidated dispatch location. The total cost is $119,337.38, with $52,013.64 currently available. An additional $67,323.74 is required to complete the acquisition. Procurement will be conducted through the Dell NASPO Computer Equipment Statewide Price Agreement Contract #10-00000-20-00062AF. (Herring)

BACKGROUND:

Initiated by: Alison Herring

The existing dispatch computers are outdated and experiencing performance issues. As the Dispatch Center transitions to a consolidated location, replacing these systems will ensure operational reliability and prevent service disruptions. Current systems are approximately six years old and no longer meet the requirements for critical public safety operations. Procuring new computers during the relocation will support uninterrupted emergency communications and improve system stability.

FINANCIAL CONSIDERATION:

This purchase was not included in the original FY26 budget. The total cost is $119,337.38, with $52,013.64 currently available. A budget adjustment of $67,323.74 is required to complete the procurement in FY26.

LEGAL REVIEW:

No legal review at this time.

BOARD AND COMMITTEE ACTION:

The Public Safety Committee will be the first committee to review this item.

STAFF RECOMMENDATION:

Proceed as presented.

Attachments

Dell Quote
Dell Marketing LP- Contract: 10-00000-20-00062AF: 10-00000-20-00062AF

DELL Technologies

Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Jan. 02, 2026**.

You can download a copy of this quote during checkout.

Place your order

Quote Name:	**Dispatch Request**	Sales Rep	Danielle Twardak
Quote No.	**3000196968807.1**	Phone	1 737-787-6325
Total	**$119,337.38**	Email	Danielle.Twardak@dell.com
Customer #	7897548	**Billing To**	ACCOUNTS PAYABLE CITY OF ROSWELL PO BOX 1838 ROSWELL, NM 88202-1838
Quoted On	Dec. 03, 2025		
Expires by	Jan. 02, 2026		
Contract Name	Dell NASPO Computer Equipment PA - New Mexico		
Contract Code	C000001111525		
Customer Agreement #	23026 / 10-00000-20-00062AF		
Deal ID	30396377		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Danielle Twardak

Shipping Group

Shipping To

JEFF BECHTEL
CITY OF ROSWELL
1101 W 4TH ST
ROSWELL, NM 88201-3039
(575) 910-0164

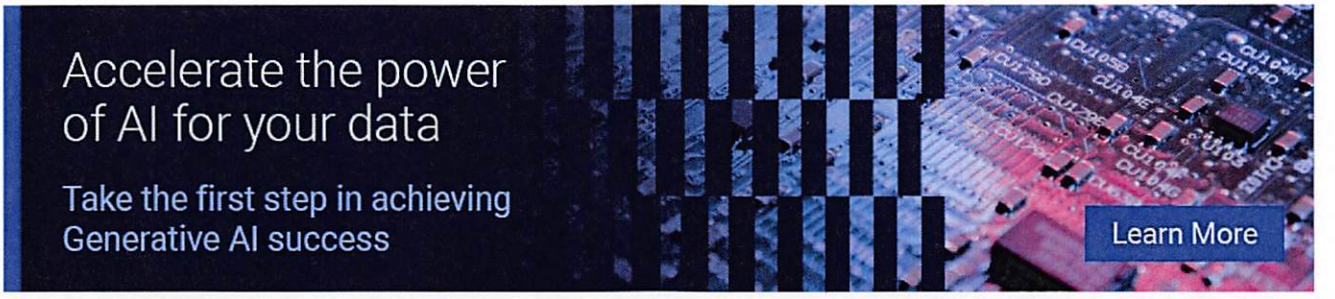
Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Max Slim FCS1250	**$2,227.42**	**46**	**$102,461.32**
Dell Pro 24 Plus Monitor - P2425H	**$130.24**	**108**	**$14,065.92**
Dell Pro Plus Keyboard and Mouse - KM7321W - US English	**$61.09**	**46**	**$2,810.14**

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Subtotal:	$119,337.38
Shipping:	$0.00
Non-Taxable Amount:	$119,337.38
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	$119,337.38



Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Shipping Group Details

Shipping To

JEFF BECHTEL
CITY OF ROSWELL
1101 W 4TH ST
ROSWELL, NM 88201-3039
(575) 910-0164

Shipping Method

Standard Delivery

	Unit Price	Quantity	Subtotal
Dell Pro Max Slim FCS1250	**$2,227.42**	**46**	**$102,461.32**

Estimated delivery if purchased today:
Dec. 18, 2025
Contract # C000001111525
Customer Agreement # 23026 / 10-00000-20-00062AF

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max Slim (FCS1250) CTO Base	210-BPST	-	46	-
Intel Core Ultra 7 265 (30 MB cache, 20 cores, 20 threads, 1.8 GHz to 5.3 GHz, 65W)	338-CSBY	-	46	-
Windows 11 Pro	619-BBQD	-	46	-
No Keyboard Selected	580-BCTF	-	46	-
No Mouse Selected	570-BBKQ	-	46	-
NVIDIA(R) RTX(TM) A400, 4 GB GDDR6, 4 mDP to DP adapters	490-BKSJ	-	46	-
32GB: 1 x 32 GB, DDR5, 5600 MT/s, non-ECC	370-BCVB	-	46	-
1TB SSD TLC with DRAM M.2 2280 PCIe Gen4 SED Ready	400-BSWM	-	46	-
Additional 2TB SSD TLC with DRAM M.2 2280 PCIe Gen4 SED Ready	401-BBHP	-	46	-
Storage Config C7, 2280 boot + 2280	449-BCJB	-	46	-
Bracket for Optical Drive	575-BCSF	-	46	-
NO RAID	817-BBBN	-	46	-
Intel(R) Wi-Fi 7 BE200, 2x2, 802.11be, MU-MIMO, Bluetooth(R) 5.4 wireless card	555-BLXC	-	46	-
Internal Wi-Fi Antenna	555-BLXF	-	46	-
Intel vPro Active Management Technology	631-BCCZ	-	46	-
ENERGY STAR Qualified	387-BBLW	-	46	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	46	-
Documentation	340-DNBV	-	46	-
Intel BE200 WLAN Driver	555-BLZL	-	46	-
Shipping Material (DAO)	340-CBUU	-	46	-
Shipping Material (DAO)	340-DTSR	-	46	-
Custom Configuration	817-BBBB	-	46	-
Quick Setup Guide	340-DTYN	-	46	-
US Reese coin battery Package Warning label	389-FKHB	-	46	-
Dell Pro Max Slim with 360W (80 Plus Platinum) PSU (with system fan), DAO	321-BLSC	-	46	-
Intel Rapid Storage Technology Driver	409-BCYS	-	46	-

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682

Intel(R) Core(TM) Ultra 7 vPro Processor Label	389-FJVS	-	46	-
Dell Precision/Pro Max Desktops TPM	340-ACBY	-	46	-
EPEAT Gold with Climate+	379-BDZB	-	46	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	46	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	46	-
65W CPU Air Cooler	412-BCBP	-	46	-
No Option Included	340-ACQQ	-	46	-
8x DVD+/-RW 9.5mm RAM ODD	429-BBCJ	-	46	-
Integrated Intel SATA Controller	403-BBCE	-	46	-
FSJ Regulatory Label, 360W Platinum	389-FJZS	-	46	-
Watch Dog SRV	379-BFYR	-	46	-
CMS Essentials DVD no Media	658-BBTV	-	46	-
No Fans Included	384-BDRW	-	46	-
No Hard Drive	400-AKZR	-	46	-
No Hard Drive	400-AKZR	-	46	-
Media Card Reader	385-BBTW	-	46	-
Dell Limited Hardware Warranty Plus Service	716-2638	-	46	-
ProSupport Next Business Day Onsite 3 Years	717-0809	-	46	-
ProSupport 7x24 Technical Support 3 Years	717-0821	-	46	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	46	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	46	-
Dell Pro Max Slim FCS1250	658-BFWB	-	46	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro 24 Plus Monitor - P2425H Estimated delivery if purchased today: Dec. 12, 2025 Contract # C000001111525 Customer Agreement # 23026 / 10-00000-20-00062AF		**$130.24**	**108**	**$14,065.92**
Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Dell Pro 24 Plus Monitor - P2425H	210-BMGH	-	108	-
Dell Limited Hardware Warranty	814-5380	-	108	-
Advanced Exchange Service, 3 Years	814-5381	-	108	-
		Unit Price	**Quantity**	**Subtotal**
Dell Pro Plus Keyboard and Mouse - KM7321W - US English Estimated delivery if purchased today: Dec. 11, 2025 Contract # C000001111525 Customer Agreement # 23026 / 10-00000-20-00062AF		**$61.09**	**46**	**$2,810.14**
Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Dell Pro Plus Keyboard and Mouse - KM7321W - US English	580-AJIX	-	46	-

Subtotal:	**$119,337.38**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$119,337.38**

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier´s affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Docusign Envelope ID: D32DE800-25A5-4690-8B11-8CA57C50FDA4

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000043416
Dell Marketing LP
One Dell Way
Round Rock, TX 78682

Contact: Ashley Salinas
Email: A.Salinas@dell.com
Telephone No.: (512) 542-1237

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

Invoice:
As Requested

Number**: 10-00000-20-00062AF**

Amendment No.**: Two**

Term**: October 30, 2023 – June 30, 2026**

NASPO ValuePoint Link:
https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/dell-marketing-lp/

Procurement Specialist**: Amber Sanchez** AS

Telephone No.**: (505) 670-1561**

Email: **Amber.Sanchez2@gsd.nm.gov**

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

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

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from July 1, 2025 to June 30, 2026 at the same price, terms and conditions.

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

Accepted for the State of New Mexico

Dorothy Mendonca
Dorothy Mendonca
New Mexico State Purchasing Agent

Date: 6/23/2025

MS

Certificate Of Completion

Envelope Id: D32DE800-25A5-4690-8B11-8CA57C50FDA4
Status: Completed
Subject: Please Sign DocuSign: SPD SPA #10-00000-20-00062AF_A002
Source Envelope:
Document Pages: 1
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Amber Sanchez
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Amber.Sanchez2@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
6/23/2025 10:34:47 AM
Holder: Amber Sanchez
Amber.Sanchez2@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: General Services Department
Location: Docusign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8	MS Signature Adoption: Pre-selected Style Using IP Address: 174.238.226.135 Signed using mobile	Sent: 6/23/2025 10:35:50 AM Viewed: 6/23/2025 10:40:35 AM Signed: 6/23/2025 10:41:05 AM
Amber Sanchez amber.sanchez2@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/12/2020 11:10:53 AM ID: 427f726f-e1ba-435b-8b57-72011b95ce93	AS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 10:41:06 AM Viewed: 6/23/2025 10:47:02 AM Signed: 6/23/2025 10:47:14 AM
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 6/23/2025 10:47:15 AM Viewed: 6/23/2025 11:16:44 AM Signed: 6/23/2025 11:16:50 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/23/2025 10:35:50 AM
Certified Delivered	Security Checked	6/23/2025 11:16:44 AM
Signing Complete	Security Checked	6/23/2025 11:16:50 AM
Completed	Security Checked	6/23/2025 11:16:50 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

DocuSign Envelope ID: 7204E658-D0AD-4A7C-8146-8288FA1C8088

State of New Mexico
General Services Department
Purchasing Division

Statewide Price Agreement Amendment

Awarded Vendor:
0000043416
Dell Marketing LP
One Dell Way
Round Rock, TX 78682

Contact: Ashley Salinas
Email: A.Salinas@dell.com
Telephone No.: (512) 542-1237

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

Invoice:
As Requested

Price Agreement Number**:** **10-00000-20-00062AF**

Price Agreement Amendment No**.:** **One**

Term**:** **October 30, 2023 – June 30, 2025**

NASPO ValuePoint Link:
https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/dell-marketing-lp/

VL

Procurement Specialist**:** **Vanessa LeBlanc**

Telephone No**.:** **(505) 629-9525**

Email: **Vanessa.LeBlanc@gsd.nm.gov**

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

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

Add the attached Authorized Resellers to the Statewide Price Agreement

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

Accepted for the State of New Mexico

Dorothy Mendonca

Dorothy Mendonca, New Mexico State Purchasing Agent

Date: 4/26/2024

State of New Mexico
General Services Department
Purchasing Division
Statewide Price Agreement #: **10-00000-20-00062AF**
Price Agreement Amendment No**.: One**

10-00000-20-00062AF Authorized Resellers

0000051052
Abba Technologies Inc.
5301 Beverly Hills Ave., NE
Albuquerque, NM 87113
Contact: Ed Pena
Phone: (505) 889-3338

0000074720
Ardham Technologies, Inc.
4200 Osuna Rd NE Ste. 3-310
Albuquerque, NM 87109
Contact: Nicole Abreu
Phone: (505) 872-9040 x 2

0000180010
The Drala Project, Inc.
dba The ReDesign Group
2629 Manhattan Ave, Suite 307
Hermosa Beach, CA 90254
Contact: Phil Sanginario
Phone: (424) 207-1600

0000056184
PC Specialist, Inc.
dba Technology Integration Group (TIG)
PO Box 103184
Pasadena, CA 91186
Contact: Aaron Scott
Phone: (505) 830-8280 x 8405

000010388
SHI International Corp.
290 Davidson Ave.
Somerset, NJ 08873
Contact: Katie Grennan
Phone: (888) 764-8888

DocuSign

Certificate Of Completion

Envelope Id: 7204E658D0AD4A7C81468288FA1C8088
Status: Completed
Subject: Please DocuSign: 10-00000-20-00062AF A001
Source Envelope:
Document Pages: 2
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 2
Vanessa LeBlanc
AutoNav: Enabled
1100 S Saint Francis Dr
EnvelopeId Stamping: Enabled
Santa Fe, NM 87502
Time Zone: (UTC-07:00) Mountain Time (US & Canada)
Vanessa.LeBlanc@gsd.nm.gov
IP Address: 164.64.62.10

Record Tracking

Status: Original
4/26/2024 9:41:58 AM
Holder: Vanessa LeBlanc
Vanessa.LeBlanc@gsd.nm.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: GSD
Location: DocuSign

Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov IT and Const. Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/26/2024 9:43:20 AM Viewed: 4/26/2024 10:07:17 AM Signed: 4/26/2024 10:07:20 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov Bureau Chief New Mexico General Services Security Level: Email, Account Authentication (None), Login with SSO	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/26/2024 10:07:21 AM Viewed: 4/26/2024 10:08:30 AM Signed: 4/26/2024 10:08:33 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 4/26/2024 10:08:34 AM Viewed: 4/26/2024 10:08:51 AM Signed: 4/26/2024 10:08:56 AM
Electronic Record and Signature Disclosure: Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/26/2024 9:43:20 AM
Certified Delivered	Security Checked	4/26/2024 10:08:51 AM
Signing Complete	Security Checked	4/26/2024 10:08:56 AM
Completed	Security Checked	4/26/2024 10:08:56 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

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State of New Mexico
General Services Department

Statewide Price Agreement Cover Page

Awarded Vendor:
0000043416
Dell Marketing LP
One Dell Way
Round Rock, TX 78682

Contact: Ashley Salinas
Email: A.Salinas@dell.com
Telephone No.: (512) 542-1237

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

Invoice:
As Requested

Price Agreement Number: **10-00000-20-00062AF**

Master Agreement Number: **23026**

Payment Terms: **Net 30**

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

Delivery: **As Requested**

VL

Procurement Specialist: **Vanessa LeBlanc**

Telephone No.: **(505) 629-9525**

Email: **Vanessa.LeBlanc@gsd.nm.gov**

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

Term: **October 30, 2023 thru June 30, 2025**

This Statewide Price Agreement is made subject to the "terms and conditions" as indicated on the attached Participating Addendum.

NASPO ValuePoint Link: https://www.naspovaluepoint.org/portfolio/computer-equipment-peripherals-related-services-2023-2028/dell-marketing-lp/

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Participating Addendum Number 10-00000-20-00062AF
for
COMPUTER EQUIPMENT, PERIPHERALS & RELATED SERVICES
between
State of New Mexico
and
Dell Marketing LP

This Participating Addendum is entered into by the State of New Mexico ("Participating Entity") and Dell Marketing LP (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 23026, executed by Contractor and the State of Minnesota for Computer Equipment, Peripherals & Related Services ("Master Agreement"):

Dell Marketing LP ("Contractor")
One Dell Way
Round Rock, TX 78682

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Ashley Salinas
SLED Contract Program Manager
A.Salinas@dell.com
(512) 542-1237

Participating Entity's contact for this Participating Addendum is:

Dorothy Mendonca
State Purchasing Agent
Dorothy.Mendonca@gsd.nm.gov
(505) 827-0472

II. PARTICIPATION AND USAGE. This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

III. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.

IV. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions, including the terms of Exhibit E, of the Master Agreement and the rights and obligations set forth therein as applied to the Contractor and Participating Entity and Purchasing Entities.

a. Services. All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

b. Contractor Partners. All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.

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V. ORDERS. Purchasing Entities may place Orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VI. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

VII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. While Participating Entity will maintain the official record of this Participating Addendum, the Parties agree that this Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

VIII. ENTIRE AGREEMENT. The Master Agreement and this Participating Addendum represent the parties' entire understanding with respect to its subject matter and supersede any previous communication or agreement(s) that may exist.

IX. SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

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IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

PARTICIPATING ENTITY	**CONTRACTOR**
Signature: Dorothy Mendonca This is signed on behalf of the State Purchasing Agent	Signature: Ana Pitti
Name: Dorothy Mendonca	Name: Ana Pitti
Title: State Purchasing Agent	Title: Sr. Analyst, Paralegal
Date: 11/1/2023	Date: 11/1/2023

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at info@naspovaluepoint.org.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

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Attachment A

1. **Taxes:** The Contractor shall be reimbursed by the Participating State for applicable New Mexico gross receipts taxes, excluding interest or penalties assessed on the Contractor by any authority. **PLEASE NOTE NO PROPERTY TAX WILL BE PAID TO THE CONTRACTOR BY THE PARTICIPATING STATE.** The payment of taxes for any money received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).

2. **Retainage:**
Reserved

3. **Performance Bond:**
Reserved

4. **Term:** THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE NEW MEXICO STATE PURCHASING AGENT. This Agreement shall begin on a date approved by the New Mexico State Purchasing Agent and end on **June 30, 2025**. The Participating State reserves the right to renew the Participating Addendum on an annual basis by mutual Agreement not to exceed a total of 10 years in accordance with NMSA 1978 §13-1-150. Notwithstanding the previous, in no event shall the term of the Participating Addendum exceed the term of the Master Agreement, as amended.

5. **Termination:**

   a) Grounds. The Participating State may terminate this Agreement for convenience, at any time effective 90 days written notice or for any uncured, material breach of this Agreement.

   b) Notice; Participating State Opportunity to Cure.
   (1) Except as otherwise provided in sub-paragraph A of this Clause and the Appropriations Clause of this Agreement, the Participating State shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination for material breach. Said notice shall provide Contactor with (i) identification of all the material breaches of this Agreement upon which the termination is based and (ii) state what the Contractor must do to cure the material breaches. Participating State's notice of termination shall only be effective (i) if the Contractor 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 Contractor does not, within the thirty (30) day notice period, notify the Participating State of its intent to cure and begin with due diligence to cure the material breach. Participating State shall use commercially reasonable efforts to assist the Contractor in developing a mitigation plan to cure material breaches during the notice period.

   (2) Contractor shall give Participating State written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Participating State's material breaches of this Agreement upon which the termination is based and (ii) state what the Participating State must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Participating State 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 Participating State 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, during the term of this Agreement, the Contractor is suspended or debarred by the New Mexico State Purchasing Agent; or (ii) the Agreement is terminated pursuant to the Appropriations Clause of this Agreement.

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c) Liability. Except as otherwise expressly allowed or provided under this Agreement, the Participating State's sole liability upon termination shall be to pay for orders delivered 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 PARTICIPATING STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

6. **Appropriations:** The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Participating State to the Contractor. The Participating State's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Participating State 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.

7. **Status of Contractor:** The Contractor and its agents and employees are independent contractors providing Goods and/or performing professional or general services for the Participating State and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. **Conflict of Interest; Governmental Conduct Act:**
   a) The Contractor represents and warrants, to the best of its knowledge, 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.

   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. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that, to the best of its knowledge:
      (1) in accordance with NMSA 1978, § 10-16-4.3, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Participating State employee while such employee was or is employed by the Participating State and participating directly or indirectly in the Participating State's contracting process;
      (2) this Agreement complies with NMSA 1978, § 10-16-7(A) because (i) the Contractor is not a public officer or employee of the Participating State; (ii) the Contractor is not a member of the family of a public officer or employee of the Participating State; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Participating State, a member of the family of a public officer or employee of the Participating State, or a business in which a public officer or employee of the Participating State or the family of a public officer or employee of the Participating State has a substantial interest, public notice was given as required by NMSA 1978, § 10-16-7(A) and this Agreement was awarded pursuant to a competitive process;
      (3) in accordance with NMSA 1978, § 10-16-8(A), (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Participating State within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Participating State whose

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official act, while in the Participating State's employment, directly resulted in the Participating State's making this Agreement;

(4) this Agreement complies with NMSA 1978, § 10-16-9(A)because (i) the Contractor is not a legislator; (ii) the Contractor is not a member of a legislator's family; (iii) the Contractor is not a business in which a legislator or a legislator's family has a substantial interest; or (iv) if the Contractor is a legislator, a member of a legislator's family, or a business in which a legislator or a legislator's family has a substantial interest, disclosure has been made as required by NMSA 1978, § 10-16-7(A), this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

(5) in accordance with NMSA 1978, § 10-16-13, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

(6) in accordance with NMSA 1978, § 10-16-3 and § 10-16-13.3, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Participating State.

c) Contractor's representations and warranties in paragraphs A and B of this Clause are material representations of fact upon which the Participating State relied when this Agreement was entered into by the Parties. Contractor shall provide immediate written notice to the Participating State 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 Clause 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 Clause 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 Participating State and notwithstanding anything in the Agreement to the contrary, the Participating State may immediately terminate the Agreement.

d) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

9. 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 Participating State proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in the Terminations Clause of this Agreement, or to agree to the reduced funding.

10. 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 Agreement or understanding, oral or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement. Any preprinted terms on a Participating Entity purchase order shall be given no force or effect and no terms of a purchase order that conflict with this Participating Addendum shall be binding on Contractor.

11. Penalties for violation of law: The Procurement Code, NMSA 1978 §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for violation of the statute. In addition, the New Mexico criminal statutes impose felony penalties for illegal acts, including bribes, gratuities and kickbacks.

12. Equal Opportunity Compliance: The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States

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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.

13. **Workers Compensation:** The Contractor agrees to comply with the Participating State's 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 and does not cure this when provided notice under Clause 5 b), this Agreement may be terminated by the Participating State.

14. **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.

15. **Inspections and Audit:** In the event of any audit, inspections, or testing, notwithstanding any conflicting terms in the Master Agreement, Contractor agrees to grant access to Contractor's sales records, only, at the expense of Participating Entity in exercise of its rights, provided that Contractor operations are not adversely interrupted, and Contractor is not unduly burdened from the cost of such an audit, inspection, or testing. The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records, directly or indirectly relating to the Participating State's purchases made under this Agreement shall be subject to inspection by the Participating State, including the New Mexico Department of Finance and Administration and the New Mexico State Auditor no more than once a year at the mutually agreed upon time of the parties and at a designated Contract location. The Participating State shall, at its sole expense, have the right to audit billings both before and after payment subject to the conditions provided for in the preceding sentence.

16. **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.

17. **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.

18. **Non-Collusion:** In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the Participating State.

19. **Notices:** Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

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PARTICIPATING ENTITY:

Name:	Dorothy Mendonca
Address:	1100 S. St. Francis Drive, Room 2016, Santa Fe, NM 87505
Telephone:	505-827- 0472
Email:	Dorothy.mendonca@gsd.nm.gov

CONTRACTOR:

Name:	Ashley Salinas
Address:	One Dell Way, Round Rock, TX 78682
Telephone:	(512) 542-1237
Email:	A.Salinas@dell.com ; Dell_Legal_Notices@Dell.com

20. **Succession:** This Agreement shall extend to and be binding upon the successors and assigns of the Parties.

21. **Headings:** Any and all headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein, refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.

22. **Default/Breach:** In case of Default and/or Breach by the Contractor, for any reason whatsoever, the Purchasing Entity and the State of New Mexico may procure the Goods or Services from another source and the Purchasing Entity and the State of New Mexico may also seek all other remedies under the terms of this Agreement and under law or equity.

23. **Reserved.**

24. **New Mexico Employees Health Coverage:**
    - **a)** If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of this Agreement, Contractor certifies, by signing this agreement, to have in place, and agree to maintain for the term of the Agreement, health insurance for those employees and offer that health insurance to those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the Participating State exceed $250,000.
    - **b)** Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the Participating State.
    - **c)** Contractor agrees to advise all employees of the availability of Participating State's publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: https://bewellnm.com/.

25. **Indemnification:** See Section 34 of the Master Agreement. The Participating Entity does not require any approval by its Attorney General. .

26. **Subcontracting:** The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Participating State which the Participating State shall not unreasonably

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withhold. 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 Participating State.

27. **Commercial Warranty:** Contractor warrants that the Equipment furnished under this Agreement will, for the duration set forth in the applicable Contractor and Publisher warranty terms and conditions (1) conform with the requirements of this Participating Addendum; (2) be free from material defects of material and workmanship; and (3) perform substantially in a manner consistent with the corresponding standard documentation issued by Supplier for the applicable Equipment and by the Publisher for the applicable Software and Services..

28. **Condition of Proposed Items:** Where Goods are a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified in the Participating Addendum.

29. **Confidentiality:** Upon written request, Contractor shall deliver all Confidential Information in its possession to the Participating State within a commercially reasonable time after termination of the Participating Addendum. Notwithstanding the foregoing, neither party will be required to search archived electronic back-up files or its computer systems for discloser's Confidential Information in order to purge such Confidential Information from its archived files. Additionally, Contractor's professional advisors (e.g., lawyers and accountants) may retain in confidence one file copy of their respective work papers and final reports in accordance with their professional and ethical obligations .

30. **Incorporation by Reference and Precedence:** 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) this Participating Addendum; (2) and the NASPO ValuePoint Master Agreement.

31. **Inspection:** If this Agreement is for the purchase of Goods, final inspection and acceptance shall be made at Destination. Goods 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.

32. **Inspection of Services:** If this Agreement is for the purchase of services, the following terms shall apply.

a) Services, as used in this Clause, 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 Participating State covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Participating State during the term of performance of this Agreement and for as long thereafter as the Agreement requires.

c) The Participating State 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 Participating State shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

d) If the Participating State 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 Agreement price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

e) If any part of the services do not conform with the requirements of this Agreement, the Participating State may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in Agreement amount. When the defects in services cannot be corrected by re-performance, the Participating State 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 Agreement price to reflect the reduced value of the services performed.

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

THE PROVISIONS OF THIS CLAUSE ARE NOT EXCLUSIVE AND DO NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

33. Insurance: If the Services contemplated under this Agreement will be performed on or in Participating State facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the State of New Mexico, General Services Department or other party to this Agreement as additional insured under the Commercial General Liability policy.

a) Workers Compensation (including accident and disease coverage) at the statutory limit. Employers liability: $100,000.

b) Commercial general liability (including coverage for property damage, personal injury coverage and contractual assumption of liability for all insurable liability the Contractor has assumed under this Agreement). Limits shall not be less than:
- **(1)** Combined single limit coverage of$1,000,000 per occurrence for bodily injury and property damage.
- **(2)** Automobile liability (including non-owned automobile coverage): $1,000,000 per occurrence.
- **(3)** Umbrella: $1,000,000 per occurrence.

c) Contractor shall maintain the above insurance for the term of this Agreement and name the State of New Mexico, General Services Department or other party to this Agreement as an additional insured under the Commercial General Liability policy. A certificate of insurance coverage form shall specifically state the Commercial General Liability coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

34. Arbitration: Any controversy or claim arising between the Parties shall be settled by arbitration pursuant to NMSA 1978 § 44-7A-1 *et seq*.

35. <u>New Mexico Administration Reporting</u>:
All contracts and Purchase Orders arising out of this agreement shall be deemed to include an Administrative Fee assessment at the rate of one percent (1.00%) for the gross total sales and other revenues (including commissions and fees charged). This assessment shall apply to all New Mexico state agencies and local public bodies. "Gross total sales" means any invoiced amount less any applicable state and local taxes. The Contractor agrees to provide a utilization report on all sales/or services and other revenues (including commissions charged) and fees to the agreement administrator in accordance with the following schedule:

Quarter:	Period Ending:	Report Due Date:
First	September 30	October 30
Second	December 31	January 31
Third	March 31	April 30
Fourth	June 30	July 31

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The sales report shall include the gross total sales and other revenues including commissions charged for the period subtotaled by Procuring Agency or local public body name. Even if the Contractor experiences zero sales during the quarter, a report shall still be submitted. Reports and Administrative Fee shall be due no later than thirty (30) days following the end of the quarter. Only submit one payment and one report for each quarter, do not combine payments or reports.

36. Fees:

The Contractor agrees to remit an administrative reporting fee payable by check to the State Purchasing Division for an amount equal to **one percent (1.00 %)** of the total sales and other revenues, less interchange and merchant fees, derived from the New Mexico state agencies and local public bodies. The Contractor shall indicate the contract number ***10-00000-20-00062AF*** on the quarterly sales report and include the remittance check with the quarterly sales report.

Reports may be submitted via U.S. mail to NM State Purchasing Division or via email to GSD.QuarterlyUsageR@gsd.nm.gov

If you have any questions regarding the administrative reporting fee, please contact the Financial Coordinator Amber Sanchez at Amber.Sanchez2@gsd.nm.gov or (505) 469-2679.

For payment of fees through U.S. Mail or Courier Delivery:
New Mexico State Purchasing Division
Joseph Montoya Building, Room 2016,
1100 St. Francis Drive, Santa Fe, New Mexico 87505
or P.O. Box 6850, Santa Fe, New Mexico 87502

37. Lease Agreements:
Reserved

38. Subcontractors: All Contactors, Authorized Dealers, and resellers authorized in the State of New Mexico, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's dealer participation will be in accordance with the terms and conditions set forth in this Participating Addendum and the aforementioned Master Agreement. Contractor may use Affiliates or other qualified subcontractors to perform its obligations hereunder, provided that (i) Contractor shall remain responsible for the performance of its obligations under this Participating Addendum; and (ii) either party may assign rights to payments arising under any order without consent of the other party. "Affiliate" means Dell Inc. and its wholly-owned or wholly-controlled subsidiaries. "Control" means more than 50% of the voting power or ownership interests.

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Certificate Of Completion

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Envelope Originator:
Vanessa LeBlanc
1100 S Saint Francis Dr
Santa Fe, NM 87502
Vanessa.LeBlanc@gsd.nm.gov
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Signer Events	Signature	Timestamp
Michael Saavedra Michael.Saavedra@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	MS Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/30/2023 11:34:26 AM Viewed: 10/30/2023 11:36:18 AM Signed: 10/30/2023 11:36:26 AM
Electronic Record and Signature Disclosure: Accepted: 6/4/2020 11:04:51 AM ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8		
Vanessa LeBlanc vanessa.leblanc@gsd.nm.gov New Mexico General Services Security Level: Email, Account Authentication (None)	VL Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 10/30/2023 11:36:27 AM Viewed: 10/30/2023 11:40:51 AM Signed: 10/30/2023 11:40:53 AM
Electronic Record and Signature Disclosure: Accepted: 6/2/2020 7:02:26 AM ID: 174ce339-a45c-4eb9-8489-b3f5ced3d8e4		
Ana Pitti ana_pitti@dellteam.com Paralegal Senior Analyst Security Level: Email, Account Authentication (None)	Ana Pitti Signature Adoption: Pre-selected Style Using IP Address: 186.72.114.61	Sent: 10/30/2023 11:40:54 AM Resent: 10/31/2023 9:28:29 AM Viewed: 10/31/2023 10:32:31 AM Signed: 11/1/2023 8:46:09 AM
Electronic Record and Signature Disclosure: Accepted: 10/31/2023 10:32:31 AM ID: fd5d9a11-c359-4d45-8f65-c35ff1a7cb71		
Dorothy Mendonca dorothy.mendonca@gsd.nm.gov SPD Division Director / State Purchasing Agent General Services Department Signing Group: 35000 - State Purchasing Agent Security Level: Email, Account Authentication (None)	Dorothy Mendonca Signature Adoption: Pre-selected Style Using IP Address: 164.64.62.10	Sent: 11/1/2023 8:46:11 AM Viewed: 11/1/2023 9:06:24 AM Signed: 11/1/2023 9:06:28 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 4/14/2023 7:24:59 AM ID: 51f6380f-50f7-4227-afb5-572b373dfb7c		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/30/2023 11:34:27 AM
Envelope Updated	Security Checked	10/31/2023 9:28:28 AM
Envelope Updated	Security Checked	10/31/2023 9:28:28 AM
Envelope Updated	Security Checked	10/31/2023 9:28:28 AM
Certified Delivered	Security Checked	11/1/2023 9:06:24 AM
Signing Complete	Security Checked	11/1/2023 9:06:28 AM
Completed	Security Checked	11/1/2023 9:06:28 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a $1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: *GSD.SPDinfo@state.nm.us*

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at *GSD.SPDinfo@state.nm.us* and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a $1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to *GSD.SPDinfo@state.nm.us* and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:
https://support.docusign.com/guides/signer-guide-signing-system-requirements

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to "I agree to use electronic records and signatures," before you click "CONTINUE" within the DocuSign system.

By selecting the check-box next to "I agree to use electronic records and signatures," you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:
Discuss and consider any needed changes to Chapter 13 - Fire Prevention and Protection (Olive)

BACKGROUND:
Updated 2024 code adoption and amendments reflect current standards, necessary for ISO and state requirements.

FINANCIAL CONSIDERATION:
The proposed ordinance increases revenue.

LEGAL REVIEW:
The City Attorney has reviewed the Proposed Ordinance 26-XX.

BOARD AND COMMITTEE ACTION:
Public Safety will be the first to review this item.

STAFF RECOMMENDATION:
Proceed as presented.

Attachments
Ch 13 redlines
Ordinance 26-xx
Current ch 13
proposed ch 13 clean

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

~~Sec. 13-1. Interference with fire controls.~~

~~It shall be unlawful for any person to commit interfering with fire controls, consisting of:~~

~~(1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or~~

~~(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.~~

~~(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)~~

~~State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.~~

Sec. 13-1. Provisions.

The governing body of the City of Roswell does ordain as follows: The City of Roswell Fire Department, in the State of New Mexico is the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Sec. 13-~~2~~2. Fire Marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-~~3~~3 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.
2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.

4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. ~~GENERALLY~~INTERNATIONAL FIRE CODE

Sec. 13-6. ~~NFPA codes adopted by reference.~~

~~(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:~~

~~(1) NFPA 10—Standard for portable fire extinguishers.~~

~~(2) NFPA 13—Standard for the Installation of Sprinkler Systems.~~

~~(3) NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.~~

~~(4) NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.~~

~~(5) NFPA 20—Installation of Stationary Pumps.~~

~~(6) NFPA 24—Private Fire Service Mains.~~

~~(7) NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.~~

~~(8) NFPA 72—National Fire Alarm Code.~~

~~(9) NFPA 409—Standard on Aircraft Hangars.~~

~~(10) NFPA 1123—Code for Fireworks Display.~~

~~(11) NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.~~

~~(12) NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.~~

~~(b) The 2015 International Fire Code, as adopted in section 13-11 below, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2015 International Fire code shall apply.~~

~~(c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.~~

~~(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)~~

~~Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.~~

International Fire Code adopted by reference.

(a) There is hereby adopted by reference the 2024 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by Chapter 13 of the Roswell City Code.

(b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.

(c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

(a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:

(1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."

(2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.
2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.
3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.
4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.
5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.
6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

(4) Section 105.5.34 of the IFC is amended to read as follows:

105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food preparation vehicles.

(5) Section 112 of the IFC is amended to read as follows:

112.1. Means of appeals. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.

(6) Section 202 of the IFC is amended to include the following definition:

APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.

(7) Section 307.2 of the IFC is amended to read as follows:

307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.

(8) Section 506.1 of the IFC is amended to read as follows:

506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

(9) Section 506.2 of the IFC is amended to read as follows:

506.2 Key box maintenance. Updated equipment shall be provided for every facility, building or portion of a building whether existing, hereafter constructed or moved into required to have an approved key box by section 506.1. The operator of the building shall immediately notify the *fire code official* and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

(10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(11) Section 903.2 is amended by the deletion of the exception.

(12) Section 903.2.11.5 of the IFC is deleted in its entirety.

(13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.

(16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(17) Table 1004.5 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.6.

(18) Section 1010.10 of the IFC is amended to read as follows:

1010.2.10 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(19) Section 1010.2.12 is amended to read as follows:

1010.2.12. Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.5 is amended to read as follows:

1010.5 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

(1) Appendix B—Fire-Flow Requirements for Buildings.

(2) Appendix C—Fire Hydrant Locations and Distribution.

(3) Appendix D—Fire Apparatus Access Roads.

(4) Appendix N——Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m^2) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-~~97~~ NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.
3. NFPA 13—Standard for the Installation of Sprinkler Systems.
4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.

5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
7. NFPA 20—Installation of Stationary Pumps.
8. NFPA 24—Private Fire Service Mains.
9. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
10. NFPA 30—Flammable and Combustible Liquids Code
11. NFPA 58—Liquefied Petroleum Gas Code
12. NFPA 72—National Fire Alarm Code.
13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
14. NFPA 110—Standard for Emergency and Standby Power Systems
15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems
16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations
17. NFPA 407—Standard for Aircraft Fuel Servicing
18. NFPA 409—Standard on Aircraft Hangars.
19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems
20. NFPA 1123—Code for Fireworks Display.
21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.

(b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2024 International Fire code, or whichever is deemed more appropriate by the fire code official shall apply.

(c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.

(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)

Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

~~**13-10. Reserved.**~~

~~*DIVISION 2. INTERNATIONAL FIRE CODE*~~

~~Sec. 13-11. International Fire Code adopted by reference.~~

~~(a) There is hereby adopted by reference the 2015 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by chapter 13 of the Roswell City Code.~~

~~(b) A copy of the 2015 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.~~

~~(c) No person shall violate any of the provisions of the 2015 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in subsection (a) of section 13-6 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in section 15-12 of the Roswell City Code.~~

~~(Ord. No. 15-14, § 2, 11-12-2015)~~

~~Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.~~

~~Sec. 13-12. Limits.~~

~~(a) The geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:~~

~~(1) The limits referred to in Sections 5504.3.1.1 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.~~

~~(2) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.~~

~~(3) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.~~

~~(4) The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.~~

~~(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)~~

~~State law reference(s) Adoption by reference, NMSA 1978, § 3-17-6.~~

~~Sec. 13-13. Amendments to current edition of International Fire Code.~~

~~(a) The following are changes to certain provisions of the 2015 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2015 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:~~

~~(1) Section 101.1 of the IFC is amended to read as follows:~~

~~101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."~~

~~(2) Section 102.7 of the IFC is amended to read as follows:~~

~~102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:~~

~~1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.~~

~~2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.~~

~~3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.~~

~~4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.~~

~~5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.~~

~~6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.~~

~~7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.~~

~~(3) Section 105.3.7 of the IFC is amended to read as follows:~~

~~105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.~~

~~(4) Section 105.6.15 of the IFC is deleted in its entirety.~~

~~(5) Section 108.1 of the IFC is amended to read as follows:~~

~~108.1. Appeal of department decisions. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.~~

~~(6) Section 202 of the IFC is amended to include the following definition:~~

~~APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.~~

~~(7) Section 307.2 of the IFC is amended to read as follows:~~

~~307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.~~

~~(8) Section 506.1 of the IFC is amended to read as follows:~~

~~506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.~~

~~(9) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:~~

~~Standpipe Systems, Classes of. Standpipe classes are as follows:~~

~~Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.~~

~~(10) Section 903.2 is amended by the deletion of the exception.~~

~~(11) Section 903.2.11.5 of the IFC is deleted in its entirety.~~

~~(12) Section 904.12 of the IFC is amended to read as follows:~~

~~904.12 Commercial cooking systems. Commercial cooking systems, including those that use domestic cooking appliances, that produce grease vapors and are required to a have a Type I hood, shall be provided with an approved chemical fire extinguishing system. Pre-engineered automatic wet- or dry-chemical extinguishment systems shall be tested in accordance with the UL 300 standard and listed and labeled for the intended application. Dry-chemical systems shall be installed in accordance with NFPA 17 and wet chemical systems shall be installed in accordance with NFPA 17A.~~

~~(13) Section 904.12.3 of the IFC shall be amended by adding the following at the end thereof to read as follows:~~

~~904.12.3 Extent of system coverage. The automatic chemical fire extinguishing systems for commercial cooking systems shall be installed to include cooking surfaces, deep fryers, griddles, char broilers, range tops, and grills. Protection shall also be provided for the enclosed plenum space within the hood above filters and exhaust ducts serving the hood.~~

~~(14) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:~~

~~905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.~~

~~(15) Section 905.3.4 shall be amended to read as follows:~~

~~905.3.4 Stages. Stages greater than 1,000 square feet in area ($93m^2$) shall be equipped with a Class I wet standpipe system with 2.5-inch (64mm) hose connections on each side of the stage. (The exception is deleted.)~~

~~(16) Section 905.3.4.1 of the IFC is deleted in its entirety.~~

~~(17) Section 905.4 shall be amended to include a new subsection 7, to read as follows:~~

~~7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.~~

~~(18) Sections 905.5 through 905.6.2 of the IFC, inclusive, are deleted in their respective entireties.~~

~~(19) The exception to Section 907.2.11.5 is amended to read as follows:~~

~~907.2.11.5 Responsibility for installation and maintenance. Installation and maintenance of single-and multiple-station smoke alarms in Group R occupancies shall be the responsibility of the property owner. At least once per year, or each time a dwelling is leased or rented, the owner shall ensure that smoke alarms are correctly installed, working and have fresh batteries.~~

~~Exceptions:~~

~~1. When that responsibility is delegated by contract to a property manager, it shall be the property manager's responsibility.~~

~~2. The occupant of a rental or leased dwelling shall be responsible for monthly testing of smoke alarms.~~

~~(20) Section 912.3 of the IFC is amended to read as follows:~~

~~912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.~~

~~(21) Table 1004.1.2 of the IFC is amended to read as follows:~~

~~The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.~~

~~(22) Section 1010.1.4.8 of the IFC is amended to read as follows:~~

~~1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)~~

~~(23) Section 1010.1.9.7 is amended to read as follows:~~

~~1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)~~

~~(24) Section 1010.3 is amended to read as follows:~~

~~1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)~~

~~(25) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.~~

~~(26) Section 5706.2.5 is amended to read as follows:~~

~~5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.~~

~~(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)~~

~~Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.~~

~~Sec. 13-14. International Fire Code Appendices.~~

~~(a) The following appendices to the 2015 International Fire Code are hereby adopted, by reference, with the listed amendments:~~

~~(1) Appendix B—Fire-Flow Requirements for Buildings.~~

~~(2) Appendix C—Fire Hydrant Locations and Distribution.~~

~~(3) Appendix D—Fire Apparatus Access Roads.~~

~~(b) Appendix D to the 2015 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:~~

~~(1) Section D104.1 is amended to read as follows:~~

~~D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.~~

~~(2) The exception to Section D104.2 is amended to read as follows:~~

~~Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m^2) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.~~

~~(3) Section D105.1 is amended to read as follows:~~

~~D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.~~

~~(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)~~

Secs. 13-1~~0~~05—13-1~~6~~67. Reserved.

ARTICLE III. ADDITIONAL REQUIREMENTS~~FIRE LANES AND PERMIT FEES~~

Sec. 13-17 fire alarm system special requirements.

(1) All buildings or structures required to have a fire alarm system must be equipped with an exterior horn strobe notification device on the front of the building or structure as required by the fire code official.

(2) Any new building or structure requiring a fire alarm system shall have corridor/area smoke detection for the purpose of rapid response as required by the fire code official. Smoke detection may omit the need for exit coverage of manual alarms when permitted by the fire code official.

(3) All required fire alarm systems must be addressable regardless of size of building.

(4) Required Sprinkler systems shall be equipped with a full fire alarm system as required by the fire code official.

(5) Sprinkler systems shall not be a substitute for automatic smoke detection.

Sec. 13-18. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

(1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or

(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-~~19~~8. Fire lanes.

(a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.

(b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.

(c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

~~Sec. 13-19. Permit fees.~~

~~(a) There shall be a fee of $50.00 paid to the city for any operational permit required by the fire code official in accordance with the International Fire Code, Sections 105.6.1 through 105.6.46.~~

~~Exceptions:~~

~~(1) There shall be no fee charged for open burning.~~

~~(2) The fee for a permit to sell consumer fireworks at retail shall be $50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.~~

~~Table 13-15(b)~~

~~Type of System~~	~~Permit Fee~~	~~IFC Section~~
~~Automatic fire sprinkler, 15 or fewer sprinklers~~	~~$100.00~~	~~105.7.1~~
~~Automatic fire sprinkler, 16 to 50 sprinklers~~	~~175.00~~	~~105.7.1~~
~~Automatic fire sprinkler, more than 51 to 100 sprinklers~~	~~225.00~~	~~105.7.1~~
~~Automatic fire sprinkler, more than 100 sprinklers~~	~~300.00~~	~~105.7.1~~
~~Automatic chemical extinguishing system~~	~~100.00~~	~~105.7.1~~
~~Fire alarm, 10 or fewer devices*~~	~~100.00~~	~~105.7.5~~
~~Fire alarm, 11 to 30 devices*~~	~~150.00~~	~~105.7.5~~
~~Fire alarm, more than 30 devices*~~	~~200.00~~	~~105.7.5~~
~~Fire pump~~	~~100.00~~	~~105.7.6~~
~~Standpipe~~	~~100.00~~	~~105.7.13~~
~~Underground piping~~	~~100.00~~	~~105.7.1~~

~~* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.~~

~~(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)~~

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and Ssection 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

(1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.

(2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.

(3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

ARTICLE V. CERTIFICATE OF FITNESS

Sec. 13-26. General.

Where required by the fire code official, no person shall conduct a regulated operation, install, inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in compliance with these rules. Any person holding a certificate of fitness shall have a copy of it available in all service vehicles and offices for review if requested during inspection by the fire code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and shall not waive the requirements of the State of New Mexico issued certificate of fitness program required.

a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.

b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:

1. Automatic fire suppression systems and fire pumps
2. Automatic chemical extinguishing systems
3. Fire detection and alarms
4. Fire extinguishers
5. Fire and smoke dampers
6. Underground fire lines
7. Commercial kitchen hood cleaning and inspection
8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

(a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed by the fire marshal's developed procedures.

(b) There shall be a fee of $50.00 paid to the city for any certificate of fitness application required by the fire code official.

(c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.

(d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

(a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.

(b) Revocation. The fire marshal or his designee may revoke a certificate if:

(1) any of the required licenses or qualifications of the applicant expire, are canceled or are revoked;

(2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules or applicable codes for a discipline for which the certificate has been issued;

(3) the applicant made false statements or misrepresentations of material fact in the application or documentation submitted with the application; or

(4) the certificate was issued in error or in violation of an applicable statute or these rules

(5) the applicant or his designee failed to conduct themselves in a professional manor during an inspection.

(6) Three or more counts of failed inspections

ARTICLE VI. PERMIT/INSPECTION FEES

Sec. 13-27. Permit/Inspection fees.

(a) There shall be a fee of $100.00 paid to the city for any operational or construction permit required by the fire code official in accordance with the International Fire Code. Additional fees will be applied to certain construction permits as outlined in Table 13-19(a). Any work commenced prior to issuance of a required permit as described in Section 107.4 will be subject to double the original amount.

Exceptions:

(1) There shall be no fee charged for open burning.

(2) The fee for a permit to sell consumer fireworks at retail shall be $50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.

(b) There shall be no fees required for annual inspections, permit inspections or new business inspections of any business within the first or second visit. Where it is found that any or all violations have not been corrected on the second visit, there shall be a fee of $100.00 paid to the city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or investigation may be subject to the reinspection fee as required by the fire code official. Additional fees will be applied to subsequent inspections and/or court citations issued.

Table 13-19(a)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system, per unit	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump, per unit	100.00	105.7.6

Standpipe, per unit	100.00	105.7.13
Underground piping, per tie in of city main	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

ORDINANCE 26-XX

AN ORDINANCE AMENDING CHAPTER 13 FIRE PREVENTION AND PROTECTION

WHEREAS, the City of Roswell (the "City") desires to adopt the potential amendments from the 2024 Fire Code.

WHEREAS, the new regulations on the installation, conduct, or operation of fire protection features in the form of a certificate of fitness.

WHEREAS, an amendment setting penalizing violations of the International Fire Code as violations of the Roswell City Code is necessary to assist the enforcement of the provisions of the International Fire Code by the City, as well as a correction for the amount of a permit fee; and

WHEREAS, the Fire Code for the City of Roswell shall be adopted by reference of the National Fire Protection Association.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION Chapter 13 of the Roswell Code is amended as follows:

Chapter 13 Fire Prevention and Protection
ARTICLE I. IN GENERAL

Sec. 13-1. Provisions.

The governing body of the City of Roswell does ordain as follows: the City of Roswell Fire Department, in the State of New Mexico as the authority Having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided ; providing for the issuance of permits and collection of fees therefor; and each and all regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Sec. 13-2. Fire Marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

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State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.

2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.

4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. INTERNATIONAL FIRE CODE

Sec. 13-6. International Fire Code adopted by reference.

(a) There is hereby adopted by reference the 2024 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by Chapter 13 of the Roswell City Code.

(b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.

(c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the

foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

(a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:

(1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."

(2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.

2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.

3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.

4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.

5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.

6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

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(4) Section 105.5.34 of the IFC is amended to read as follows:

105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food preparation vehicles.

(5) Section 112 of the IFC is amended to read as follows:

112.1. Means of appeals. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.

(6) Section 202 of the IFC is amended to include the following definition:

APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.

(7) Section 307.2 of the IFC is amended to read as follows:

307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.

(8) Section 506.1 of the IFC is amended to read as follows:

506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

(9) Section 506.2 of the IFC is amended to read as follows:

506.2 Key box maintenance. Updated equipment shall be provided for every facility, building or portion of a building whether existing, hereafter constructed or moved into required to have an approved key box by section 506.1. The operator of the building shall immediately notify the fire code official and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

(10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(11) Section 903.2 is amended by the deletion of the exception.

(12) Section 903.2.11.5 of the IFC is deleted in its entirety.

(13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.

(16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(17) Table 1004.1.2 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.

(18) Section 1010.1.4.8 of the IFC is amended to read as follows:

1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(19) Section 1010.1.9.7 is amended to read as follows:

1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat

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detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.3 is amended to read as follows:

1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

(1) Appendix B—Fire-Flow Requirements for Buildings.

(2) Appendix C—Fire Hydrant Locations and Distribution.

(3) Appendix D—Fire Apparatus Access Roads.

(4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m2) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-9 NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code

2. NFPA 10—Standard for portable fire extinguishers.

3. NFPA 13—Standard for the Installation of Sprinkler Systems.

4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.

5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.

6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems

7. NFPA 30—Flammable and Combustible Liquids Code

8. NFPA 20—Installation of Stationary Pumps.

9. NFPA 24—Private Fire Service Mains.

10. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

11. NFPA 58—Liquefied Petroleum Gas Code

12. NFPA 72—National Fire Alarm Code.

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13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations

14. NFPA 110—Standard for Emergency and Standby Power Systems

15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems

16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations

17. NFPA 407—Standard for Aircraft Fuel Servicing

18. NFPA 409—Standard on Aircraft Hangars.

19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems

20. NFPA 1123—Code for Fireworks Display.

21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.

22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.

(b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2024 International Fire code, or whichever is deemed more appropriate by the fire code official shall apply.

(c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.

(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)

Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

Secs. 13-10—13-17. Reserved.

ARTICLE III. INTERFERENCE WITH FIRE CONTROLS AND FIRE LANES

Sec. 13-18. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

(1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or

(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-19. Fire lanes.

(a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.

(b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.

(c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

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Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and Section 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick -type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

(1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.

(2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.

(3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

ARTICLE V. CERTIFICATE OF FITNESS

Sec. 13-26. General.

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Where required by the fire code official, no person shall conduct a regulated operation, install, inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in compliance with these rules. Any person holding a certificate of fitness shall have a copy of it available in all service vehicles and offices for review if requested during inspection by the fire code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and do not waive the requirements of the State of New Mexico issued certificate of fitness program or be used in lieu of.

a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.

b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:

1. Automatic fire suppression systems and fire pumps

2. Automatic chemical extinguishing systems

3. Fire detection and alarms

4. Fire extinguishers

5. Fire and smoke dampers

6. Underground fire lines

7. Commercial kitchen hood cleaning and inspection

8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

(a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed on the fire marshal’s developed procedures.

(b) There shall be a fee of $50.00 paid to the city for any certificate of fitness application required by the fire code official.

(c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.

(d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

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(a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.

(b) Revocation. The fire marshal or his designee may revoke a certificate if:

(1) any of the required licenses or qualifications of the applicant expire, are canceled or are

revoked;

(2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules

or applicable codes for a discipline for which the certificate has been issued;

(3) the applicant made false statements or misrepresentations of material fact in the

application or documentation submitted with the application; or

(4) the certificate was issued in error or in violation of an applicable statute or these rules

(5) the applicant or his designee failed to conduct themselves in a professional manor during an inspection.

(6) Three or more counts of failed inspections

ARTICLE VI. PERMIT/INSPECTION FEES

Sec. 13-27. Permit/Inspection fees.

(a) There shall be a fee of $100.00 paid to the city for any operational or construction permit required by the fire code official in accordance with the International Fire Code. Additional fees will be applied to certain construction permits as outlined in Table 13-19(a). Any work commenced prior to issuance of a required permit as described in Section 107.4 will be subject to double the original amount.

Exceptions:

(1) There shall be no fee charged for open burning.

(2) The fee for a permit to sell consumer fireworks at retail shall be $50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.

(b) There shall be no fees required for annual inspections, permit inspections or new business inspections of any business within the first or second visit. Where it is found that any or all violations have not been corrected on the second visit, there shall be a fee of $100.00 paid to the city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or investigation may be subject to the reinspection fee as required by the fire code official. Additional fees will be applied to subsequent inspections and/or court citations issued.

Table 13-19(a)

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* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

SECTION All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION If any section, paragraph, clause or provisions of this ordinance for any reason shall be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any other part of this ordinance.

SECTION This ordinance shall be effective after five (5) days following its publication as required by law.

PASSED, ADOPTED, SIGNED and APPROVED _____, _____.

CITY SEAL

_____
Timothy Z. Jennings, Mayor

ATTEST

_____
Amalia Martinez, City Clerk

Underscoring indicates addition to existing Code section.
~~Strike through~~ indicates delete of an existing Code section.

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Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

(1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or

(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-2. Fire marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Assistant fire marshals may be appointed to serve under the direction of the fire marshal.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. GENERALLY

Sec. 13-6. NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

(1) NFPA 10—Standard for portable fire extinguishers.

(2) NFPA 13—Standard for the Installation of Sprinkler Systems.

(3) NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.

(4) NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.

(5) NFPA 20—Installation of Stationary Pumps.

(6) NFPA 24—Private Fire Service Mains.

(7) NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.

(8) NFPA 72—National Fire Alarm Code.

(9) NFPA 409—Standard on Aircraft Hangars.

(10) NFPA 1123—Code for Fireworks Display.

(11) NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.

(12) NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.

(b) The 2015 International Fire Code, as adopted in section 13-11 below, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2015 International Fire code shall apply.

(c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.

(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)

Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

Secs. 13-7—13-10. Reserved.

DIVISION 2. INTERNATIONAL FIRE CODE

Sec. 13-11. International Fire Code adopted by reference.

(a) There is hereby adopted by reference the 2015 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by chapter 13 of the Roswell City Code.

(b) A copy of the 2015 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.

(c) No person shall violate any of the provisions of the 2015 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in subsection (a) of section 13-6 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-12. Limits.

(a) The geographic limits referred to in certain sections of the 2015 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

(1) The limits referred to in Sections 5504.3.1.1 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.

(2) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

(3) The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.

(4) The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Sec. 13-13. Amendments to current edition of International Fire Code.

(a) The following are changes to certain provisions of the 2015 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2015 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:

(1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."

(2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.
2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.
3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.
4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.
5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.
6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

(4) Section 105.6.15 of the IFC is deleted in its entirety.

(5) Section 108.1 of the IFC is amended to read as follows:

108.1. Appeal of department decisions. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.

(6) Section 202 of the IFC is amended to include the following definition:

APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.

(7) Section 307.2 of the IFC is amended to read as follows:

307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.

(8) Section 506.1 of the IFC is amended to read as follows:

506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

(9) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(10) Section 903.2 is amended by the deletion of the exception.

(11) Section 903.2.11.5 of the IFC is deleted in its entirety.

(12) Section 904.12 of the IFC is amended to read as follows:

904.12 Commercial cooking systems. Commercial cooking systems, including those that use domestic cooking appliances, that produce grease vapors and are required to a have a Type I hood, shall be provided with an approved chemical fire extinguishing system. Pre-engineered automatic wet- or dry-chemical extinguishment systems shall be tested in accordance with the UL 300 standard and listed

and labeled for the intended application. Dry-chemical systems shall be installed in accordance with NFPA 17 and wet chemical systems shall be installed in accordance with NFPA 17A.

(13) Section 904.12.3 of the IFC shall be amended by adding the following at the end thereof to read as follows:

904.12.3 Extent of system coverage. The automatic chemical fire extinguishing systems for commercial cooking systems shall be installed to include cooking surfaces, deep fryers, griddles, char broilers, range tops, and grills. Protection shall also be provided for the enclosed plenum space within the hood above filters and exhaust ducts serving the hood.

(14) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(15) Section 905.3.4 shall be amended to read as follows:

905.3.4 Stages. Stages greater than 1,000 square feet in area ($93m^2$) shall be equipped with a Class I wet standpipe system with 2.5-inch (64mm) hose connections on each side of the stage. (The exception is deleted.)

(16) Section 905.3.4.1 of the IFC is deleted in its entirety.

(17) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(18) Sections 905.5 through 905.6.2 of the IFC, inclusive, are deleted in their respective entireties.

(19) The exception to Section 907.2.11.5 is amended to read as follows:

907.2.11.5 Responsibility for installation and maintenance. Installation and maintenance of single-and multiple-station smoke alarms in Group R occupancies shall be the responsibility of the property owner. At least once per year, or each time a dwelling is leased or rented, the owner shall ensure that smoke alarms are correctly installed, working and have fresh batteries.

Exceptions:

1. When that responsibility is delegated by contract to a property manager, it shall be the property manager's responsibility.
2. The occupant of a rental or leased dwelling shall be responsible for monthly testing of smoke alarms.

(20) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(21) Table 1004.1.2 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.4.

(22) Section 1010.1.4.8 of the IFC is amended to read as follows:

1010.1.4.8 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups a, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(23) Section 1010.1.9.7 is amended to read as follows:

1010.1.9.7 Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(24) Section 1010.3 is amended to read as follows:

1010.3 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(25) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(26) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-14. International Fire Code Appendices.

(a) The following appendices to the 2015 International Fire Code are hereby adopted, by reference, with the listed amendments:

(1) Appendix B—Fire-Flow Requirements for Buildings.

(2) Appendix C—Fire Hydrant Locations and Distribution.

(3) Appendix D—Fire Apparatus Access Roads.

(b) Appendix D to the 2015 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m^2) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

Secs. 13-15—13-17. Reserved.

ARTICLE III. FIRE LANES AND PERMIT FEES

Sec. 13-18. Fire lanes.

(a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.

(b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.

(c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

Sec. 13-19. Permit fees.

(a) There shall be a fee of $50.00 paid to the city for any operational permit required by the fire code official in accordance with the International Fire Code, Sections 105.6.1 through 105.6.46.

Exceptions:

(1) There shall be no fee charged for open burning.

(2) The fee for a permit to sell consumer fireworks at retail shall be $50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.

Table 13-15(b)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump	100.00	105.7.6
Standpipe	100.00	105.7.13
Underground piping	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and section 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

(1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.

(2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.

(3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

Chapter 13 FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 13-1. Provisions.

The governing body of the City of Roswell does ordain as follows: The City of Roswell Fire Department, in the State of New Mexico is the authority having jurisdiction in regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; and providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in this ordinance.

Sec. 13-2. Fire Marshal.

The chief of the fire department shall appoint a fire marshal as the fire code official to implement, administer, and enforce the provisions of the regulations listed in chapter 13 of the Roswell City Code. Deputy fire marshals and other officials may be appointed to serve under the direction of the fire marshal and shall be considered part of the Fire Prevention Bureau.

(Code 1984 12-2; Ord. No. 1320, 4-1999; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005)

State law reference(s)—Authority to issue permit, NMSA 1978, § 60-2C-4.

Secs. 13-3 Limits.

(a) Application of the adopted codes shall be limited to within the City of Roswell's jurisdictional boundaries and any other areas where an MOU with the State Fire Marshal has been established. The specific geographic limits referred to in certain sections of the 2024 International Fire Code are hereby established in accordance with the City of Roswell Zoning Ordinance:

1. The limits referred to in Section 5704.2.9.6.1 in which storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited are: all residential districts.
2. The limits referred to in Section 5706.2.4.4 in which storage of Class I and Class II liquids in above-ground tanks is prohibited are: all residential districts.
3. The limits referred to in Sections 5806.2 in which the storage of flammable cryogenic fluids in stationary containers outside buildings are: all residential districts and all commercial districts.
4. The limits referred to in Section 6104.2 in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas are: all districts except C-2 community commercial district, I-1 light industrial district and I-2 heavy industrial districts.

(Code 1984 § 13-26; Ord. No. 1322, 4-1999; Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 3, 11-12-2015)

State law reference(s)—Adoption by reference, NMSA 1978, § 3-17-6.

Secs 13-4—13-5. Reserved.

ARTICLE II. TECHNICAL STANDARDS

DIVISION 1. INTERNATIONAL FIRE CODE

Sec. 13-6. International Fire Code adopted by reference.

(a) There is hereby adopted by reference the 2024 Edition of the International Fire Code, as published by the International Code Council, and as amended herein by Chapter 13 of the Roswell City Code.

(b) A copy of the 2024 International Fire Code shall be kept in the office of the fire marshal and shall be available for inspection during the normal and regular business hours of the fire marshal.

(c) No person shall violate any of the provisions of the 2024 International Fire Code as adopted by reference in subsection (a) above, or any of the National Fire Prevention Association (NFPA) codes or standards as adopted by reference in division 2 section 13-9 of this Code. A violation of the provisions of any of the foregoing codes and standards shall be subject to the penalties set forth in Section 15-12 of the Roswell City Code.

(Ord. No. 15-14, § 2, 11-12-2015)

Ord. No. 15-14, § 2, adopted Nov. 12, 2015, changed the title of § 13-11 from "Adopted" to read as herein set out.

Sec. 13-7. Amendments to 2024 edition of International Fire Code.

(a) The following are changes to certain provisions of the 2024 International Fire Code as adopted that are specific to the City of Roswell. The corresponding sections of the 2024 International Fire Code, hereinafter in this section referred to as the IFC, are hereby amended to read as follows:

(1) Section 101.1 of the IFC is amended to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of the City of Roswell, New Mexico, herein after referred to as "this code."

(2) Section 102.7 of the IFC is amended to read as follows:

102.7 Referenced Codes and Standards. The codes and standards referenced in this code shall be those that are listed in Chapter 80, except as noted below:

1. Any reference to the "ICC Electrical Code" shall be deemed to mean the New Mexico Electrical code.
2. Any reference to the "International Building code" shall be deemed to mean the New Mexico Commercial Code.
3. Any reference to the "International Existing Building Code" shall be deemed to mean the New Mexico Existing Building Code.
4. Any reference to the "International Mechanical Code" shall be deemed to mean the New Mexico Mechanical Code.
5. Any reference to the "International Fuel Gas Code" shall be deemed to mean the New Mexico Mechanical Code or the New Mexico LPG Standards, as appropriate.

6. Any reference to the "International Plumbing Code" shall be deemed to mean the New Mexico Plumbing Code.

7. Any reference to the "International Residential Code" shall be deemed to mean the New Mexico Residential Building Code.

(3) Section 105.3.7 of the IFC is amended to read as follows:

105.3.7 Information on the Permit. The fire code official may require and issue any permits listed by this code, on an approved form furnished for that purpose. The permit shall contain a general description of the operation or occupancy and its location and any other information required by the fire code official. Issued permits shall bear the signature of the fire code official or other approved legal authorization.

(4) Section 105.5.34 of the IFC is amended to read as follows:

105.5.34 Mobile food preparation vehicles. An operational permit is required for mobile food preparation vehicles.

(5) Section 112 of the IFC is amended to read as follows:

112.1. Means of appeals. When the fire department disapproves an application or refuses to grant a permit applied for as required by this code or when it is claimed that the provisions of this code do not apply or that true intent and meaning of this code has been misconstrued or wrongly interpreted, the applicant may appeal the decision to the City Manager within thirty (30) days of the decision. The applicant may appeal the decision of the City Manager to the governing body within ten (10) days of the City Manager's decision.

(6) Section 202 of the IFC is amended to include the following definition:

APARTMENT HOUSE. Any building or portion thereof that contains three or more dwelling units. For the purposes of this code, privately owned condominiums are not apartment houses.

(7) Section 307.2 of the IFC is amended to read as follows:

307.2 Permit Required. A permit shall be obtained from the fire department prior to conducting any open burning or any kindling of a recreational fire or a bonfire.

(8) Section 506.1 of the IFC is amended to read as follows:

506.1 Where required. Properties, other than one- or two-family dwellings, that are protected by a fire alarm system or an automatic fire sprinkler system shall have a key box installed in an approved location. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official.

(9) Section 506.2 of the IFC is amended to read as follows:

506.2 Key box maintenance. Updated equipment shall be provided for every facility, building or portion of a building whether existing, hereafter constructed or moved into required to have an approved key box by section 506.1. The operator of the building shall immediately notify the *fire code official* and provide the new key where a lock is changed or rekeyed. The key to such lock shall be secured in the key box.

(10) The definition of Standpipe Systems, Classes of, in Section 902.1 of the IFC, is amended to read as follows:

Standpipe Systems, Classes of. Standpipe classes are as follows:

Class I System. A system providing 2.5-inch (64mm) hose connections to supply water for use by fire departments and those trained in handling heavy fire streams. Class II and Class III standpipe systems are not permitted in the City of Roswell.

(11) Section 903.2 is amended by the deletion of the exception.

(12) Section 903.2.11.5 of the IFC is deleted in its entirety.

(13) Section 905.3.1 of the IFC is amended to read as follows, with the exceptions as published remaining unchanged:

905.3.1 Building Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located more than 30 feet (9144 mm) above the lowest level of the fire department vehicle access, or where the floor level of the lowest story is located more than 30 feet (9144 mm) below the highest level of fire department vehicle access.

(14) Section 905.4 shall be amended to include a new subsection 7, to read as follows:

7. In Group A-1 and A-2 occupancies with occupant loads of more than 1,000, hose connections shall be located on each side of any stage, on each side of the rear of the auditorium, on each side of the balcony, and on each tier of dressing rooms.

(15) Sections 905.5 through 905.7 of the IFC, inclusive, are deleted in their respective entireties.

(16) Section 912.3 of the IFC is amended to read as follows:

912.3 Thread Size. Fire Department connections shall have fittings with the thread size 3.090 inches by 8 threads per inch.

(17) Table 1004.5 of the IFC is amended to read as follows:

The floor area for assembly occupancies with fixed seats shall be determined based on Section 1004.6.

(18) Section 1010.10 of the IFC is amended to read as follows:

1010.2.10 Access-controlled egress doors. When approved by the fire code official, the entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1, or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria: (Listed criteria 1 through 6 remain as published)

(19) Section 1010.2.12 is amended to read as follows:

1010.2.12. Delayed egress locks. When approved by the fire code official, approved, listed, delayed egress locks may be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit. (Listed items 1 through 6 remain as published.)

(20) Section 1010.5 is amended to read as follows:

1010.5 Turnstiles. When turnstiles or similar devices that restrict travel to one direction are allowed by the fire code official, they shall not be placed so as to obstruct any required means of egress. (Exception remain as published.)

(21) 1103.5.3 is amended to insert the date by which a sprinkler system must be installed

Within two years of written notice.

(22) Section 3310 of the IFC, as previously added to the 2009 International Fire Code by Ordinance 10-09, is repealed in its entirety.

(23) Section 5706.2.5 is amended to read as follows:

5706.2.5 Type of Tank. Tanks shall be provided with top openings only. Gravity discharge tanks shall not be permitted.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 4, 11-12-2015)

Ord. No. 15-14, § 4, adopted Nov. 12, 2015, changed the title of § 13-13 from "Amendments" to read as herein set out.

Sec. 13-8. International Fire Code Appendices.

(a) The following appendices to the 2024 International Fire Code are hereby adopted, by reference, with the listed amendments:

(1) Appendix B—Fire-Flow Requirements for Buildings.

(2) Appendix C—Fire Hydrant Locations and Distribution.

(3) Appendix D—Fire Apparatus Access Roads.

(4) Appendix N—Indoor Trade Shows and Exhibitions

(b) Appendix D to the 2024 International Fire Code, as adopted by reference, is hereby amended and changed in the following respects:

(1) Section D104.1 is amended to read as follows:

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have at least two means of fire apparatus access for each structure.

(2) The exception to Section D104.2 is amended to read as follows:

Exception: When approved by the fire code official, projects having a gross building area of up to 124,000 square feet (11,520 m^2) that have a single approved fire apparatus access road when all buildings are equipped throughout with approved automatic fire sprinkler systems.

(3) Section D105.1 is amended to read as follows:

D105.1 Where required. Where required by the fire code official, buildings or portions of buildings or facilities exceeding 30 feet (9144 mm) in height above the lowest level of fire department vehicle access shall be provided with approved fire department access roads capable of accommodating fire department aerial apparatus. Overhead utility and power lines shall not be located within the aerial apparatus access roadway.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 5, 11-12-2015)

DIVISION 2. NATIONAL FIRE PROTECTION ASSOCIATION

Secs. 13-9 NFPA codes adopted by reference.

(a) There is hereby adopted by reference the most recently published edition of the following codes or standards, as published by the National Fire Protection Association:

1. NFPA 101—Life Safety Code
2. NFPA 10—Standard for portable fire extinguishers.

3. NFPA 13—Standard for the Installation of Sprinkler Systems.
4. NFPA 13R—Standard for the Installation of Sprinkler Systems in Residential Occupancies up to and Including Four Stories in Height.
5. NFPA 13D—Installation of Sprinkler Systems in One- and Two-Family Dwellings and Manufactured Homes.
6. NFPA 17A—Standard for Wet Chemical Extinguishing Systems
7. NFPA 20—Installation of Stationary Pumps.
8. NFPA 24—Private Fire Service Mains.
9. NFPA 25—Standard for the Inspection, Testing, and Maintenance of Water-Based Fire Protection Systems.
10. NFPA 30—Flammable and Combustible Liquids Code
11. NFPA 58—Liquefied Petroleum Gas Code
12. NFPA 72—National Fire Alarm Code.
13. NFPA 96—Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations
14. NFPA 110—Standard for Emergency and Standby Power Systems
15. NFPA 111—Standard on Stored Electrical Energy Emergency and Standby Power Systems
16. NFPA 241—Standard for Safeguarding Construction, Alteration, and Demolition Operations
17. NFPA 407—Standard for Aircraft Fuel Servicing
18. NFPA 409—Standard on Aircraft Hangars.
19. NFPA 855—Standard for the Installation of Stationary Energy Storage Systems
20. NFPA 1123—Code for Fireworks Display.
21. NFPA 1124—Code for the Manufacture, Transportation, and Storage of Fireworks and Pyrotechnic Articles.
22. NFPA 1126—Standard for the Use of Pyrotechnics Before a Proximate Audience.

(b) The 2024 International Fire Code, as adopted in Section 13-6 above, makes reference to specific sections of certain NFPA codes and standards that may be earlier editions of those adopted by subsection (2) above. When there is found to be any conflicting requirement between such editions of NFPA standards or codes, the requirement of the section listed in the 2024 International Fire code, or whichever is deemed more appropriate by the fire code official shall apply.

(c) A copy of such adopted NFPA standards or codes shall be kept in the office of the fire marshal, and shall be available for inspection during the normal and regular business hours of the fire marshal.

(Ord. No. 1322, 4-1999, Ord. No. 05-07, 10-2005; Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 1, 11-12-2015)

Ord. No. 15-14, § 1, adopted Nov. 12, 2015, changed the title of § 13-10 from "NFPA codes" to read as herein set out.

Secs. 13-10—13-16. Reserved.

ARTICLE III. ADDITIONAL REQUIREMENTS

Sec. 13-17 fire alarm system special requirements.

(1) All buildings or structures required to have a fire alarm system must be equipped with an exterior horn strobe notification device on the front of the building or structure as required by the fire code official.

(2) Any new building or structure requiring a fire alarm system shall have corridor/area smoke detection for the purpose of rapid response as required by the fire code official. Smoke detection may omit the need for exit coverage of manual alarms when permitted by the fire code official.

(3) All required fire alarm systems must be addressable regardless of size of building.

(4) Required Sprinkler systems shall be equipped with a full fire alarm system as required by the fire code official.

(5) Sprinkler systems shall not be a substitute for automatic smoke detection.

Sec. 13-18. Interference with fire controls.

It shall be unlawful for any person to commit interfering with fire controls, consisting of:

(1) Interfering with the proper functioning of a fire alarm system or a fire suppression system; or

(2) Giving a false alarm, which is the willful and knowing initiation or transmission of a signal, message, or other notification of a fire, medical emergency, or other emergency when no such danger exists.

(Code 1984 § 12-12; Ord. No. 00-7, § 3, 9-2000; Ord. No. 05-07, 10-2005)

State law reference(s)—False fire alarms, NMSA 1978, § 30-7-21.

Sec. 13-19. Fire lanes.

(a) Fire lanes, or fire apparatus access roads, referred to in Section 503 of the International Fire Code, shall be established on private property devoted to public use where the parking of motor vehicles or other obstructions can interfere with the ingress and egress of the fire department vehicles for protection of persons and property. The fire code official shall establish the location, size and marking of the fire lanes with due regard for all attendant factors, including risk, location and access to structures. Fire lanes will be designated by red curb with white letters stating "no parking - fire lane," or by a sign at least 12 inches by 18 inches with white reflective background and red letters stating "no parking -fire lane," which must be approved by the fire code official.

(b) Fire lanes established under this section shall be indicated on documents maintained by the fire department and shall be clearly indicated at the site of each fire lane. The fire department shall be responsible for enforcing compliance with the requirements for painting, signing, or otherwise marking fire lanes.

(c) Parking of motor vehicles or otherwise obstructing fire lanes designated under authority of this section shall be prohibited at all times and such prohibitions may be enforced by issuance of citations by the police or fire departments and by removal of the obstructing vehicles or materials. In the event that vehicles or material are removed pursuant to this section, a citation shall also be issued to the operators of the vehicles or owners of the materials. Citations issued hereunder shall be answerable in the municipal court.

(Ord. No. 15-14, § 6, 11-12-2015)

ARTICLE IV. CONSUMER FIREWORKS

Sec. 13-20. General.

The retail sale, possession and use of UN 1.4G fireworks, also known as consumer fireworks or common fireworks, shall comply with this section.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-21. Permit application.

Prior to issuance of a permit for retail sales of consumer fireworks, the sales location and the stock of fireworks shall be approved.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-22. Fireworks to be sold.

The applicant for a permit shall furnish to the fire code official a list of all articles of fireworks to be sold for approval before the fireworks are offered for retail sale. The list shall indicate the description of each article as prescribed in NMSA 1978, § 60-2C-2.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-23. Questionable fireworks.

When it appears to the fire code official that an article of fireworks on an applicant's list or in a permit holder's inventory is not in accordance with NMSA 1978, § 60-2C-2 and Section 13-24 of this Code, the applicant or permit holder may request that the fire code official submit samples of the questionable article to an independent laboratory acceptable to the code official for a determination of the description or content of the article. Any expense occurred by such examination shall be the responsibility of the applicant or permit holder.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-24. Permitted fireworks.

Permissible fireworks are set out in NMSA 1978, § 60-2C-7 with the exception of ground audible devices and the following aerial devices: aerial spinners, helicopters, missile-type rockets and stick-type rockets as defined in NMSA 1978, § 60-2C-2. It shall be unlawful for anyone to use, possess, or sell at retail any fireworks except permissible fireworks.

Exceptions:

(1) Display fireworks handled or used in compliance with this chapter and NFPA 1123.

(2) Pyrotechnic materials handled or used in compliance with this chapter and NFPA 1126.

(3) Fireworks manufactured, transported, or stored in compliance with this chapter and NFPA 1124.

(Ord. No. 15-14, § 8, 11-12-2015)

Sec. 13-25. Regulated activities.

The use and sale of permissible fireworks shall be subject to the provisions of NMSA 1978, § 60-2C-8.

(Ord. No. 15-14, § 8, 11-12-2015)

ARTICLE V. CERTIFICATE OF FITNESS

Sec. 13-26. General.

Where required by the fire code official, no person shall conduct a regulated operation, install, inspect, maintain, service, tag or repair fire protection equipment or systems unless he or she has first obtained a certificate of fitness from the City of Roswell Fire Prevention Bureau in compliance with these rules. Any person holding a certificate of fitness shall have a copy of it available in all service vehicles and offices for review if requested during inspection by the fire code official. Certificates of fitness are not transferable to other parties, are not effective in any other jurisdiction, and shall not waive the requirements of the State of New Mexico issued certificate of fitness program required.

a) The purpose of this action is to assure a minimum level of qualification prior to any installation, inspection, maintenance, and repair of fire protection equipment; promote fire prevention and awareness; and to not discourage business owners from implementing fire protection equipment due to poor experiences with equipment services or installations.

b) Types of certificates. The fire marshal may issue certificates of fitness for installation, inspection, maintenance, repair, recharging or tagging, or involvement in the following disciplines:

1. Automatic fire suppression systems and fire pumps
2. Automatic chemical extinguishing systems
3. Fire detection and alarms
4. Fire extinguishers
5. Fire and smoke dampers
6. Underground fire lines
7. Commercial kitchen hood cleaning and inspection
8. Fire watch or site safety coordinator

Sec. 13-27. Application and fees.

(a) Applications must be completed and submitted to the Fire Prevention Bureau as instructed by the fire marshal's developed procedures.

(b) There shall be a fee of $50.00 paid to the city for any certificate of fitness application required by the fire code official.

(c) Renewals made necessary due to change of applicant or status will be done at one half the original amount.

(d) Renewals due to revocation will be charged the same as the original fee but may incur additional requirements of training.

Sec. 13-28. Expiration and revocation of certificate.

(a) Expiration. A certificate of fitness automatically expires at the conclusion of the time period for which it was issued.

(b) Revocation. The fire marshal or his designee may revoke a certificate if:

(1) any of the required licenses or qualifications of the applicant expire, are canceled or are revoked;

(2) during an inspection, the fire marshal or AHJ finds a substantial violation of these rules or applicable codes for a discipline for which the certificate has been issued;

(3) the applicant made false statements or misrepresentations of material fact in the application or documentation submitted with the application; or

(4) the certificate was issued in error or in violation of an applicable statute or these rules

(5) the applicant or his designee failed to conduct themselves in a professional manor during an inspection.

(6) Three or more counts of failed inspections

ARTICLE VI. PERMIT/INSPECTION FEES

Sec. 13-27. Permit/Inspection fees.

(a) There shall be a fee of $100.00 paid to the city for any operational or construction permit required by the fire code official in accordance with the International Fire Code. Additional fees will be applied to certain construction permits as outlined in Table 13-19(a). Any work commenced prior to issuance of a required permit as described in Section 107.4 will be subject to double the original amount.

Exceptions:

(1) There shall be no fee charged for open burning.

(2) The fee for a permit to sell consumer fireworks at retail shall be $50.00. This fee shall be paid to the city only once per calendar year per applicant for a given sales location.

(b) There shall be no fees required for annual inspections, permit inspections or new business inspections of any business within the first or second visit. Where it is found that any or all violations have not been corrected on the second visit, there shall be a fee of $100.00 paid to the city for a third visit as a reinspection fee. Any inspections resulting from a complaint, or investigation may be subject to the reinspection fee as required by the fire code official. Additional fees will be applied to subsequent inspections and/or court citations issued.

Table 13-19(a)

Type of System	Permit Fee	IFC Section
Automatic fire sprinkler, 15 or fewer sprinklers	$100.00	105.7.1
Automatic fire sprinkler, 16 to 50 sprinklers	175.00	105.7.1
Automatic fire sprinkler, more than 51 to 100 sprinklers	225.00	105.7.1
Automatic fire sprinkler, more than 100 sprinklers	300.00	105.7.1
Automatic chemical extinguishing system, per unit	100.00	105.7.1
Fire alarm, 10 or fewer devices*	100.00	105.7.5
Fire alarm, 11 to 30 devices*	150.00	105.7.5
Fire alarm, more than 30 devices*	200.00	105.7.5
Fire pump, per unit	100.00	105.7.6
Standpipe, per unit	100.00	105.7.13
Underground piping, per tie in of city main	100.00	105.7.1

* Fire alarm devices include alarm panel, transmitting device, initiating device, and notification device.

(Ord. No. 10-09, 11-2010; Ord. No. 15-14, § 7, 11-12-2015)

Public Safety Committee

Meeting Date: 12/16/2025

COMMITTEE: Public Safety

CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

ACTION REQUESTED:

Presentation by The Chaves County Community Crisis Coalition on what they are doing to help residents' recover from the flood.

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 8.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

DEPARTMENT NAME:
Roswell Animal Services

Attachments

Monthly Report November 2025

Roswell Animal Services

Monthly Report

NOVEMBER 2025



Submitted by:

Animal Services Manager

Shantel Mairot

Roswell Animal Services

705 E. McGaffey

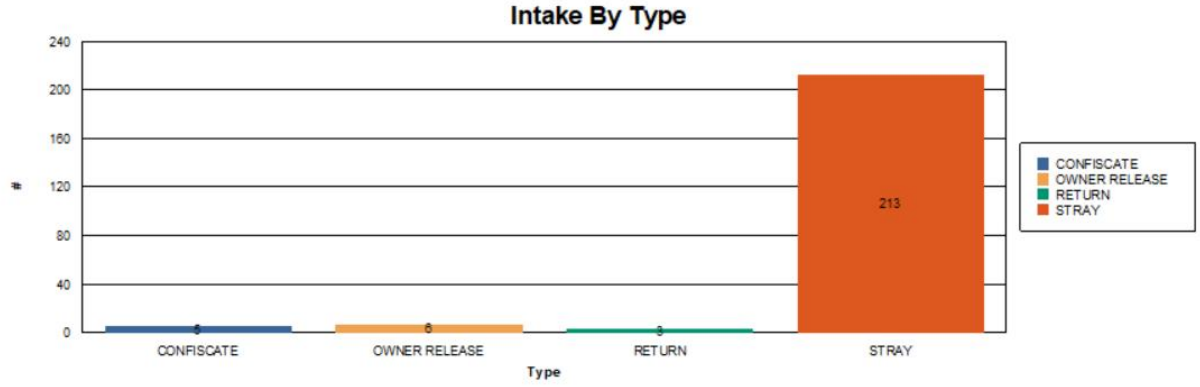
Roswell, NM 88203

(575) 624-6722

Kennel Statistics

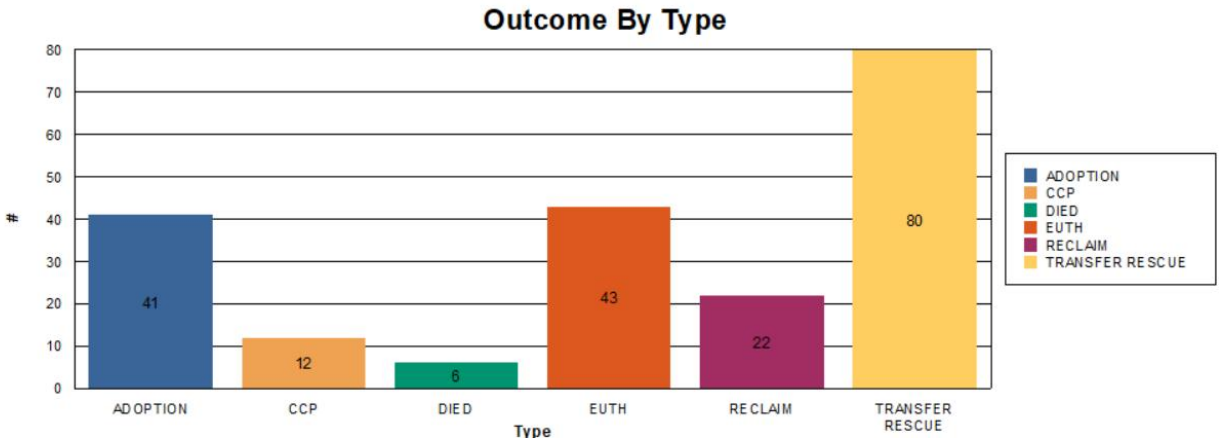
Roswell Animal Services
Kennel Statistics
11/1/2025 to 11/30/2025

Intakes	COUNTY					ROSWELL					TOTAL
	CAT	DOG	KITTEN	PUPPY	Total	CAT	DOG	KITTEN	PUPPY	Total	
CONFISCATE	0	0	0	0	0	0	5	0	0	5	5
OWNER RELEASE	0	1	0	0	1	2	3	0	0	5	6
RETURN	0	0	0	0	0	0	3	0	0	3	3
STRAY	7	27	9	12	55	23	59	39	37	158	213
GRAND TOTAL	7	28	9	12	56	25	70	39	37	171	**227**



Outcomes	CAT	DOG	KITTEN	PUPPY	TOTAL
ADOPTION	4	17	13	7	41
CCP	12	0	0	0	12
DIED	0	0	6	0	6
EUTH	3	17	4	19	43
RECLAIM	1	21	0	0	22
TRANSFER RESCUE	2	37	14	27	80
GRAND TOTAL	22	92	37	53	**204**

Total Rescue
(Humane Society and Rescue)
80.00



Euthanasia Breakdown	COUNTY			ROSWELL				Total
	DOG	OTHER	Total	DOG	CAT	OTHER	Total	
BEH MANAGE	1	0	1	5	0	3	8	9
BEH SEVERE	0	0	0	2	0	0	2	2
COURT ORD	0	0	0	3	0	0	3	3
ILL SEVERE	2	2	4	2	2	18	22	26
INJ SEVERE	0	0	0	2	1	0	3	3
Total	3	2	5	14	3	21	38	43

Citations and Criminal Complaints

Month's Activities-

<u>The total citations issued for the month:</u>

Jake Chavez (577) - 0

Lorenzo Gandara (576) - 0

Guadalupe Nevarez (578) - DISPATCH 1

Sidney Aragon-Torres (575) - 0

Alexis Gonzales (574) - 1

Shantel Mairot (566) – 0

<u>The total summons issued for the month:</u>

Jake Chavez (577) – 0

Lorenzo Gandara (576) – 1

Guadalupe Nevarez (578) – DISPATCH 2

Sidney Aragon-Torres (575) – 0

Alexis Gonzales (574) – 0

Shantel Mairot (566) – 2

<u>The total of search warrants:</u>

Jake Chavez (577)- 0

Lorenzo Gandara (576)- 1

Guadalupe Nevarez (578)- 0

Sidney Aragon-Torres (575)- 0

Alexis Gonzales (574)- 0

Shantel Mairot (566)- 0

What citations were issued:

Section 4-53: Dogs and Cats Running at Large

Section 4-51: Keeping of Dogs and Cats; (a(1) each animal hereunder shall be inoculated against rabies b a veterinarian by the age of 3 months old and the responsible party shall maintain evidence thereof

Section 4-51: Keeping of Dogs and Cats; (a(4)) each animal shall be microchipped

Section 4-51: Keeping of Dogs and Cats; (b) Every responsible party shall comply with the above requirements for the keeping of dogs and cats within 30 days of acquiring the animal or bring such animal into the city.

Section 4-51: Keeping of Dogs and Cats; a(1)(i) Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Section 4-57: Breeding prohibited without a permit; (a) Except as otherwise provided for herein, it is unlawful to keep, maintain or harbor unaltered dogs or cats, or to breed such animals, within the city without a breeder's permit issued by animal services.

Section 4-52: Additional care and maintenance requirements; a(1) it shall be illegal to tether an animal to any stationary or non-stationary object, including but not limited to a dog house, tree, fence, or tire, for the purpose of containment.

Section 4-54: Vicious dogs; (a) It shall be unlawful for any person to keep, maintain or harbor a vicious dog, where the individual knows or has reason to know that the animal is vicious.

What summons were issued:

Sections 4-53: Dogs and Cats Running at Large

Sections 4-51: Keeping of Dogs and Cats

(B) Every responsible party shall comply with the above requirements for the keeping of dogs and cats within 30 days of acquiring the animal or bring such animal into the city.

Section 4-51: Keeping of Dogs and Cats; (a(4)) each animal shall be microchipped

Section 4-51: Keeping of Dogs and Cats; (a(1) each animal hereunder shall be inoculated against rabies b a veterinarian by the age of 3 months old and the responsible party shall maintain evidence thereof

Section 4-51: Keeping of Dogs and Cats; (a(2) each domesticated animal kept shall be altered prior to six months of age

Section 4-51: Keeping of Dogs and Cats; a(1)(i) Dogs shall also be inoculated against parvovirus, distemper, and hepatitis.

Judgment and Sentence:

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
NOVEMBER 12, 2025
12:33 PM
DC
CLERK

v.

Corina Gonzalez, Defendant No. **2025000096-AC**

JUDGMENT AND SENTENCE

This case came before the court on **12th** day of **November**, **2025**.

The defendant appeared:
[X] with an Attorney Beth L. Hightower. Christopher J Nairn-Mahan appeared on behalf of the City of Roswell.
[ ] pro se [ ] waiver signed

The defendant entered a plea of:
[ ] guilty [X] no contest
[ ] not guilty and was tried by the court.

Count# 1: 4-53 - Dog & Cats Running at Large
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

SENTENCE AND COMMITMENT: Per plea agreement with both attorneys present, defendant change plea to no contest; deferred for 90 days with the condition defendant not to possess any additional animals; no further violations

Date: **November 12, 2025**

Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
NOVEMBER 12, 2025
1:53 PM
DC
CLERK

v.

Anna M Jimenez, Defendant

No. **2025000050-AC**

JUDGMENT AND SENTENCE

This case came before the court on **12th** day of **November**, **2025**.

The defendant appeared:
[X] with an Attorney Beth L. Hightower. Christopher J Nairn-Mahan appeared on behalf of the City of Roswell.
[ ] pro se [ ] waiver signed

The defendant entered a plea of:
[ ] guilty [X] no contest
[ ] not guilty and was tried by the court.

Count# 2: 4-51 (A) (2) - Keeping of dogs and cats (altered)
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 50.00 w/ $50.00 Suspended Fees: $0.00

Count# 3: 4-51 (A)(4) - Animal shall be microchipped
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 50.00 w/ $0.00 Suspended Fees: $0.00

Count# 1: 4-51 (A) (1) - Keeping of dogs and cats inoculated against rabies
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 50.00 w/ $0.00 Suspended Fees: $0.00

SENTENCE AND COMMITMENT: Per plea agreement with both attorneys present. Defendant changes plea to No contest, Animal shall be microchipped-Fined $50; Keeping of dogs and cats (altered)-Fined $50, $50 suspended with the condition no further animal control violations for a period of 364; Keeping of dogs and cats inoculated against rabies-Fined $50

Total Fines Sentenced: **$100.00** Total Fees Sentenced: **$0.00**
Itemized Fee:

Total amount due as of 11/12/2025: **$100.00** to be paid in full 30 days or per signed Payment Plan filed with the Court.

Date: **November 12, 2025**

Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
NOVEMBER 12, 2025
1:08 PM
DC
CLERK

v.

Marissa Espinoza, Defendant No. **2025000086-AC**

JUDGMENT AND SENTENCE

This case came before the court on **12th** day of **November**, **2025**.

The defendant appeared:
[X] with an Attorney Beth L. Hightower. Christopher J Nairn-Mahan appeared on behalf of the City of Roswell.
[ ] pro se [ ] waiver signed

The defendant entered a plea of:
[ ] guilty [X] no contest
[ ] not guilty and was tried by the court.

Count# 1: 4-54 (A) - Vicious Dogs
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 2: 4-54 (A) - Vicious Dogs
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 3: 4-53 - Dog & Cats Running at Large
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 4: 4-53 - Dog & Cats Running at Large
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

SENTENCE AND COMMITMENT: Dog & Cats Running at Large X2-Deferred for 90 days with the condition defendant no to obtain any animals for 364 days; Vicious Dogs X2-Deferred for 90 days with the condition defendant not to obtain any animals for 364 days; Animal to be humanly euthanized in accordance with Animal Control polices.

Date: **November 12, 2025**

Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

STATE OF NEW MEXICO
CITY OF ROSWELL
IN THE MUNICIPAL COURT

MUNICIPAL COURT
ROSWELL NM
NOVEMBER 12, 2025
12:57 PM
DC
CLERK

v.

Cynthia E. Vallejos, Defendant

No. **2025000093-AC**

JUDGMENT AND SENTENCE

This case came before the court on **12th** day of **November**, **2025**.

The defendant appeared:
[X] with an Attorney Beth L. Hightower. Christopher J Nairn-Mahan appeared on behalf of the City of Roswell.
[ ] pro se [ ] waiver signed

The defendant entered a plea of:
[ ] guilty [X] no contest
[ ] not guilty and was tried by the court.

Count# 1: 4-53 - Dog & Cats Running at Large
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

Count# 2: 4-54 (A) - Vicious Dogs
Defendant Plead: No Contest
The defendant is adjudged Guilty
The Defendant is Sentenced to: Fine: 0.00 w/ $0.00 Suspended Fees: $0.00

SENTENCE AND COMMITMENT: Per plea agreement with both attorneys present; Defendant change plea to No Contest; Dog & Cats Running at Large-Deferred with the condition defendant no to obtain any additional animals for 365 days; Vicious Dogs-Deferred with the condition defendant not to obtain any additional animals for 365 days; Animal to be humanly euthanized in accordance with Animal Control polices.

Date: **November 12, 2025**

Judge

You must keep the Court informed of your current phone number and address. If you are on House Arrest, Community Service, and/or Probation you must follow all the rules.

YOU MAY PAY ONLINE: CitePayUSA.com

ACCOMPLISHMENTS

- Continuing a positive workplace culture
- 105 vouchers have been approved and 74 have been completed, which means 74 more dogs and cats in our community have been Spayed/Neutered, Vaccinated and Microchipped.
- We are so happy and pleased to be awarded with the New Mexico Animal Welfare Program Grant in the amount of $168,201 to help us make repairs and renovations to our facility!
- We have a private dog trainer with NO DOGS LEFT BEHIND who is working with our facility to train a dog and adopt out. He currently has Snow A10699 who is a Spayed, Vaccinated Husky who is cross eyed and adorable. Updates are being posted on our Facebook page!




NO DOGS LEFT Behind
NO DOGS LEFT BEHIND
No More Ruff Times With Your Dog
Our professional dog services include:
Dog Boarding
Dog Training
Board & Train Programs
Looking for a trusted place where your dog feels at home and learns valuable skills? At No Dogs Left Behind, we specialize in turning tail-waggers into well-mannered companions—whether you're away for a weekend or ready to start your dog's training journey.
Private Dog Training
Group Classes
Service Dog, Emotional support Dog and Therapy dog training
Full-Service Board & Train Packages
Reliable, Loving Dog Boarding
Serving South East New Mexico
Call/Text: 505-504-3566
Visit: NDLB.io
Book today
BECAUSE YOUR DOG DESERVES THE BEST!

PLANS FOR NEXT MONTH

- December adoption event
- Get more dogs/cats adopted
- Have more vouchers completed
- Be fully staffed
- Have less euthanasia than last year
- Have all officers using fleetio more

HOW TO ADOPT AND/OR RECLAIM A PET







ISSUES AND CONCERNS

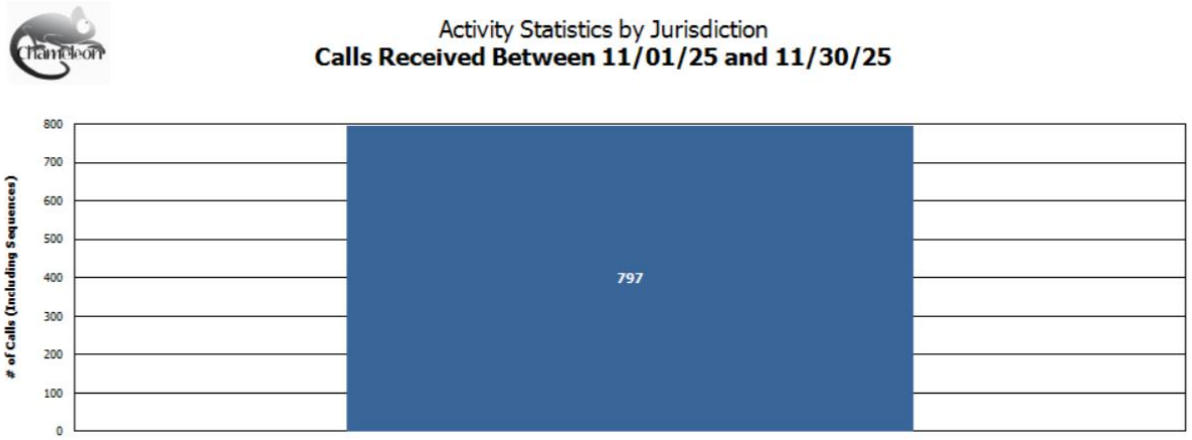
- We need (2) trucks for Animal Control Officers.

ANIMAL CONTROL OFFICERS

- Animal Control Officers are patrolling all schools and parks in the mornings.
- Animal Control Officers will patrol the base once a month

Last Month Activity-

CALL LOG CATEGORY



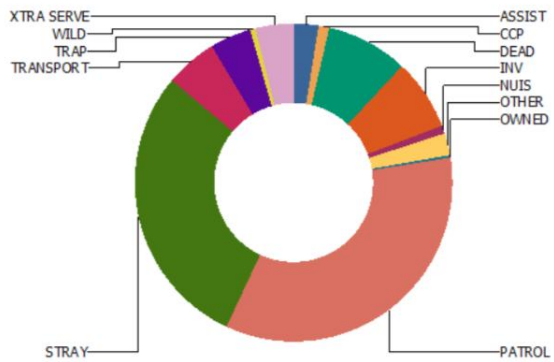
	NONE	TOTAL
GRAND TOTAL	**797**	**797**
ASSIST	**20**	**20**
NO SUBTYPE	1	1
POLICE	13	13
PUBLIC	6	6
CCP	**9**	**9**
NO SUBTYPE	3	3
RETURN	6	6
DEAD	**67**	**67**

	NONE	TOTAL
NO SUBTYPE	2	2
DMSTC	58	58
OWNED	2	2
WILD	5	5
INV	**57**	**57**
ABAN	10	10
BITE	12	12
CRUELTY	8	8
FOLLOW UP	14	14
MUNIC	7	7
NEGLI	1	1
OTHER	5	5
NUIS	**7**	**7**
BARK	6	6
LARG	1	1
OTHER	**17**	**17**
NO SUBTYPE	17	17
OWNED	**2**	**2**
AGGRS	2	2
PATROL	**275**	**275**
NO SUBTYPE	275	275
STRAY	**232**	**232**
NO SUBTYPE	12	12

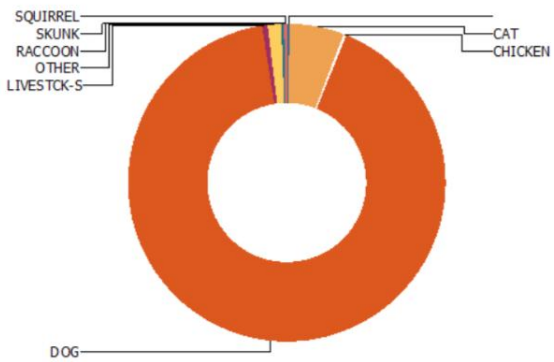
	NONE	TOTAL
AGGRS	40	40
CONF	22	22
INJURED	20	20
ROAM	136	136
SICK	2	2
TRANSPORT	**43**	**43**
NO SUBTYPE	5	5
ANIMAL	34	34
OTHER	3	3
SICK	1	1
TRAP	**32**	**32**
NO SUBTYPE	1	1
DELIVERY	5	5
OCCUPIED	23	23
PICKUP	3	3
WILD	**6**	**6**
AGGRS	2	2
INJURED	1	1
ROAM	3	3
XTRA SERVE	**30**	**30**
NO SUBTYPE	30	30

Total Calls Received: 796
Total Calls Including Sequences: 797

Call Types



Calls Per Species



KENNEL WORKERS

Kennel workers continue to work hard and deep clean every day; we are appreciative of the work they do!

We have TWO kennel worker position open and will doing interviews this week.

TRAINING

COMMUNITY OUTREACH/ENGAGEMENT

- Posting videos/photos on Facebook showing the adoptable animals
- Posting videos/photos on Facebook of animals that come into the facility hoping to reunite them with their owners as soon as possible.
- Posting videos/photos of dogs that are and will be at risk on Facebook to try and get them adopted, rescued or reclaimed.
- Pet of the week is posted in Sundays News Paper
- We have our community Christmas tree in our lobby ready to accept donations



- NOVEMBER ADOPTION EVENT AT BIG R!



COMMUNITY CAT PROGRAM (TNR)

CAWL: 0 cats were either spayed or neutered, Vaccinated, and ear tipped

South Springs: 20 cats were either spayed or neutered, Vaccinated, and ear tipped

A TOTAL OF: 20 Cats fixed and released into the community in the month of NOVEMBER.



ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 9.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: N/A **CHAIR:** N/A

DEPARTMENT NAME:
Community Development

Attachments

CDC Monthly November 2025
Community Development Mileage Report

CITY OF ROSWELL
COMMUNITY DEVELOPMENT CENTER
Month: November 2025

CODE ENFORCEMENT	This Month	This Month 2024	YTD*	2024 YTD*
Notices Mailed	**471**	302	**3,662**	3,122
Voluntary Compliance	**229**	128	**1941**	1552
No. of Cases Filed in Municipal Court	**1**	1	**89**	69
No. Cases Dismissed by Officer	**8**	2	**46**	16
Resolution	**14**	5	**199**	60
Weeds	**263**	165	**2791**	1725
Inoperable Vehicles	**22**	30	**88**	283
Litter	**24**	22	**150**	282
Unsanitary Premises	**29**	21	**199**	284
Signs	**17**	21	**98**	119
Zoning	**4**	0	**21**	1
Obstructions	**8**	2	**58**	61
Public Nuisances	**104**	41	**257**	367
Garage Sales No permit	**0**	0	**0**	0

BUSINESS LICENSES	This Month	This Month 2024	YTD*	2024 YTD*
Total Licenses Issued	**69**	111	**580**	750
Renewed Licenses	**32**	83	**362**	572
New Licenses	**27**	28	**134**	137
Temporary Permits Issued	**10**	4	**84**	45
Receipts	**$3,763**	$5,090.00	**$28,026.00**	32,687

*Figures calculated to reflect FYTD

BUILDING INSPECTIONS	This Month	Permits Applied This Month 2024 & Fees Collected	Permits Applied YTD*	Permits Applied 2024 YTD*
Residential-New	**10**	7	**20**	25
Residential - Other	**23**	42	**172**	166
Commercial-New	**0**	0	**2**	6
Commercial - Other	**10**	4	**62**	44
Total Permits Issued	**33**	53	**246**	241
Total Fees Collected	**$28,484.50**	$19,459.50	**$183,045.25**	$135,567.62

PLUMBING/MECH INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Plumbing & Mechanical Permits—Residential	**53**	64	**238**	236
Plumbing & Mechanical Permits—Commercial	**4**	11	**66**	57
Total Permits Issued	**57**	75	**304**	293
Total Fees Collected	**$3,454.25**	$3,460.50	**$17,242.75**	$14,629.25

ELECTRICAL INSPECTIONS	This Month	Permits Applied This Month 2024	Permits Applied YTD*	Permits Applied 2024 YTD*
Electric Permits—Residential	**20**	26	**140**	135
Electric Permits—Commercial	**11**	13	**57**	60
Total Permits Issued	**31**	39	**197**	195
Total Fees Collected	**$3,680.00**	$4,115.10	**$21,437.50**	$20,726.90

*Figures calculated to reflect FYTD

Community Development Mileage

November 2025

Employee Name	Unit #	Vehicle	VIN last 5 #'s	Last Month Mileage Reading	Current Mileage Reading	Mileage Used for the Month
Miller Butts	573	2012 Dodge Ram 1500	31401	106,170	106,397	227
Mike Christensen	570	2011 Ford Ranger	10856	82,704	83,310	606
Gus Garcia	565	2004 Ford F-150	27032	140,482	140,909	427
Breck Walden		2013 Dodge Ram 1500	63019	124,176	124,490	314
Toby Franco		2009 Chevrolet Silverado 1500	27777	173,190	173,668	478
Rick Medrano	567	2008 Ford F-150	42918	124,278	124,611	333
Moe Orona	569	2005 Ford F-150	#04811	91,022	91,209	187
Carlos Romero	568	2012 Ford F-150	#04054	81,463	81,717	254
Rick Rodriguez		2013 Ford F-150	83804	35,250	35,807	557
Ray Lujan	554	2019 Chevrolet Express Van	50096	68,770	68,770	0
Esperanza DeLeon	796	2016 Ford Escape	32842	102,300	102,310	10

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 10.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

DEPARTMENT NAME:
Emergency Management

Attachments

EM monthly report

November 2025 Monthly Report

Past Month Activities:

- Participation in National Weather Service weekly weather briefings.
- Conducted monthly outdoor warning siren testing.
- Attended senior staff meetings, committee meetings, and monthly DHSEM /City of Roswell flooding disaster related meetings.
- Posted updates on OEM Facebook page.

Accomplishments for the month:

- FEMA/State/City meetings continue.
  As of December 1, 2025: 2173 Individual Assistance applications approved by FEMA for a total of $22,442,414.27. Public Assistance: Total Public Assistance Grants Dollars Obligated: $13,445,912.70 and the Consultants continue to work on project submission with FEMA. Citizens can fill out intent to apply for CDBG-DR grant.
- Monthly Task Force Meetings: Agriculture, Infrastructure, Debris, Housing, Museum, Weekly Recovery meeting.
- Continue EOP update, review of tasks and annexes.
- Continue next steps of THIRA/SPR, finalize SPR survey.
- Work on siren in Briar Ridge. Siren across from Goddard repaired.
- Quarterly State Emergency Response Commission Meeting, reappointed for another 4 years by the Governor to serve on this board.
- Exercise planning for next year.

Plans for December 2025:

- Anticipating EMPG and SHSGP grant awards announced.
- Host Southeast Region Emergency Manager meeting December 12th.

Fleet: 2023 Ford F150 XL STX Crew Cab 22,163 miles driven by Karen Sanders

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 11.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

DEPARTMENT NAME:
AMR Monthly Report

Attachments

Monthly Report

City of Roswell
Public Safety Committee
Monthly Report



ROSWELL

KP Prescott
Operations Manager

November 2025
Report

AMR Roswell Monthly Report

November 2025

System status report as of October 31, 2025:

- **40 Personnel**
  - 28 Full Time
    - 12 Paramedics
    - 10 EMT-Intermediate
    - 6 EMT-Basics

    12 Part Time
    - 6 Paramedics
    - 3 EMT-Intermediate
    - 3 EMT-Basics

Currently we have 3 RFD personnel (3 AEMT's) working part time.

Actively recruiting.

- **5 Ambulances staffed daily.**
  - 4 – 24 hour ALS
  - 1 – 12 hour 0900-2100 ALS (AEMT)
    - Total of 108 Unit Hours Daily
- **1 Ambulance staffed as needed.**
  - 1 – 12 hour 0800-2000 BLS/ALS for LDT's
    - Total of 12 Unit Hours Daily

AMR continues to staff in 3 posting stations, our main Country Club station, RFD station 1, and RFD station 5 staffed and in full operations aiding in efficient response times.

We are proud of our very successful education program and continue training local employees that work and live in the Roswell community. Currently we are sponsoring 3 employees in the paramedic program. **We have 2 that have graduated from the paramedic program and 1 Advanced EMT this fall.** To date we have trained nearly 20 employees in successfully advancing their licensure level.

EMD priority dispatching, ProQA has had a large impact on response times. We have received multiple EMS only non-emergent calls for service. This month we have responded to **179** EMS only calls.

There was a decrease in total call volume this month, while there was an increase in EMS only responses. In our continued QI process, we continue to see an increase in response times and have reemphasized to our teams the importance of a timely response to all calls for service.

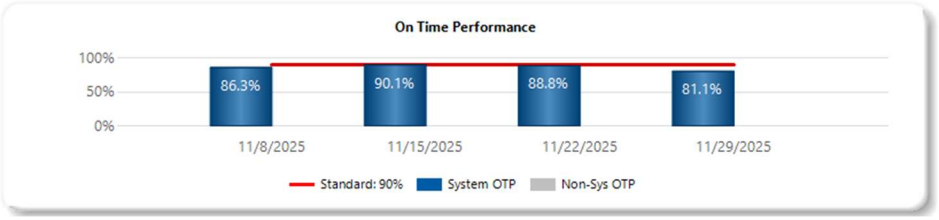
We are seeing the response times become quicker with out of the chute times less than 20 seconds and wheels rolling in under 1 minute.

Code 3 Compliance-Roswell NM

Includes All Exemptions

Responses between 11/1/2025 and 11/30/2025

Response Zone	Unit Number	Total Responses	Total Transports	Total Lates	Compliance Percent
⊞ NM Roswell		517	355	83	83.95%
⊞ NM Chavez County		77	51	0	100.00%

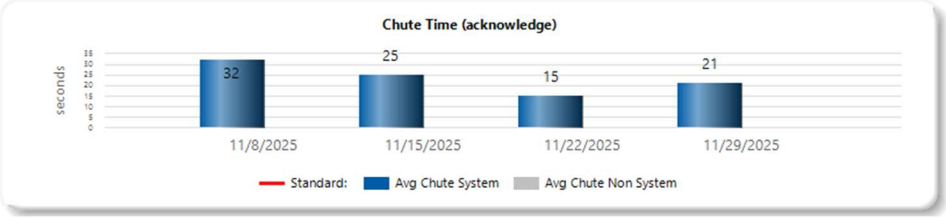


Sys OTP	Non-Sys OTP
86.7%	NaN

Sys Exemptions	NonSys Exemptions
0	0

Contributing Calls

System	Non-System
563	0

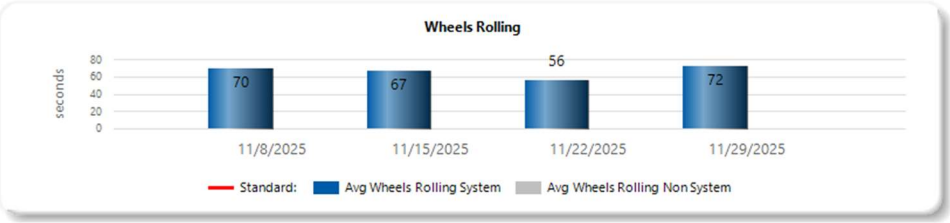


Sys OOCLates	Non-Sys OOCLates
0	0

If 1/2 Chute Lates Fixed

Sys OTP	Non-Sys OTP
86.7%	NaN

Avg. 4wk Chute Time: 23



Sys WRLates	Non-Sys WRLates
0	0

If 1/2 Chute Lates Fixed

Sys OTP	Non-Sys OTP
86.7%	NaN

Avg. 4wk WR Time: 66

We are continuing to train and improve on our Special Skills. All our Paramedics are certified in RSI and Finger Thoracostomy for Advanced Airway Management in critically ill patients as well as advanced level medications in addition to the regular scope of practice. AMR Advanced EMTs are certified in ACLS with Advanced Cardiac Monitoring with 12 Lead ECG Interpretation and Benzodiazepines for Seizures and Agitated patients. AMR's Special Skills continue to raise the bar and bring an advanced level of care to the community of Roswell and Chaves County. We take great pride in our continued development and our commitment to providing high quality patient care.

We are proud of our very successful education program and continue training local employees that work and live in the Roswell community. Currently we are sponsoring 3 employees in the paramedic program. **We have 2 that have graduated from the paramedic program and 1 Advanced EMT this fall.** To date we have trained nearly 20 employees in successfully advancing their licensure level.

We continue to partner with our local hospitals as active members of the Chest Pain / Stroke Committee and Multidisciplinary Trauma Committee and were recognized by the American College of Cardiology as an ***EMS Partner in Care*** with ENMMC. We continue to host teams from RFD and Chaves County EMS with joint training to aid in the development of a better EMS System in Roswell and Chaves County.

Ongoing support with community events with the schools for career days as well as providing standby service when needed.

AMR is dedicated to the community that we serve in and wants this committee to know that we are here to serve them.

City of Roswell Monthly Summary

1/1/2025 - 11/30/2025

City of Roswell	Jan 2025	Feb 2025	Mar 2025	Apr 2025	May 2025	Jun 2025	Jul 2025	Aug 2025	Sep 2025	Oct 2025	Nov 2025	Total
911 Responses	748	650	728	638	711	670	723	698	692	686	676	**7,620**
IFT Responses	154	155	169	188	172	159	160	176	132	144	130	**1,739**
Total Responses	902	805	897	826	883	829	883	874	824	830	806	**9,359**
Total Canceled	64	77	77	86	93	82	87	65	88	70	84	**873**
Total Dry Runs	215	184	220	211	201	169	211	205	221	198	193	**2,228**
Total Transports	623	544	600	529	589	578	585	604	515	562	529	**6,258**
Total Lates	14	12	7	17	9	10	4	9	5	5	3	**95**
Total to Lovelace	83	84	60	54	71	83	69	72	75	68	58	**777**
Total to Eastern NM Med	402	315	375	306	353	344	368	370	314	353	345	**3,845**

Should you have any questions, please do not hesitate to contact me directly.

KP

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 12.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

DEPARTMENT NAME:
RPD monthly report

Attachments

RPD Monthly report

Roswell Police Department
Monthly
November 2025



Submitted by
Chief of Police
Lance Bateman

Roswell Police Department
128 West Second Street
Roswell New Mexico USA 88201
(575) 624-6770 Fax (575) 624-6780

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Department summary

- Approval was made to start utilizing ILEA as the new Police Department. IT inspected the building and there is hardly any data lines throughout the building. Estimated cost to add all the data lines will be approximately $100,000. As we are moving from a 45,000-square-foot building to a 24,000-square-foot building, we are limited in space for personnel. We are looking at adding a few offices and are waiting on a quote for a modular office building to put on ILEA property to house TSU and Property divisions.
- We will hopefully be sending 8-10 new recruits to the police academy in January. Our Recruiting Division has done an exceptional job the last few months.
- The department received a new SWAT armored vehicle, which was purchased by the New Mexico Self Insurers Fund. This vehicle will help ensure safety of personnel at high-risk situations and assist in removing civilians to safety in active-shooter situations.
- The department also received night vision for SWAT Team. This night vision was purchased by Ms. Susan Murphy and donated to the department. The cost of this exceeded $80,000.

Patrol/Traffic/SWAT

MONTH'S ACTIVITIES

Accidents:

The total accidents reported for the month: 78

Adam 11 Baker 12 Charlie 25 Delta 9 Echo 19 Frank 0 Unknown 0

Of the 78 accidents, 19 were with injuries and 21 persons reported injuries and we had 0 fatalities/deaths as a result for the month.

67 were reported during the day, 0700-1800 hours.

11 were reported during the night, 1800-0700 hours.

19 were reported as hit-and-run accidents.

0 DUI arrests related to accidents.

Citations related to accidents:

28 citations were issued for failure to yield/stop

4 for speed

21 for driver inattention

8 for improper lane change

15 for moving violations (backing, overtaking etc.)

3 for other non-moving issues (weather, road conditions, hit-and-runs with no other information.)

1 for no driver's license.

5 for no insurance

0 for no seat belt

Total: 85

CATEGORY	Day shift	Swing shift	Midnight shift	Total
1. Dispatched calls	895	855	670	2420
2. Incident reports	115	133	82	330
3. Supplement reports	65	91	100	256
4. Self-initiated	198	65	225	488
5. Warrants served	34	21	23	78
6. Probable cause arrests	22	32	25	79
7. Summons/warrant obtained	20	12	17	49
8. Traffic stops	75	134	182	391
9. Moving/parking citations	128	108	100	336
10. Accident reports	37	17	6	60
11. FI cards	0	1	2	3
12. Open doors	15	7	40	62
13. Officer assist calls	130	347	177	654
14. Total arrests	51	56	45	152
15. Arrest citations	8	23	8	39
16. Total activities	**1793**	**1902**	**1702**	**5397**

ACCOMPLISHMENTS

- Most of Patrol has completed the Annual training for this month.
- State Champion Football Game was held at Artesia.
- School break.
- Electric Light Parade was held with no issues.
- Completed several Shoplifting details with around 12 arrests.
- From Nov. 14 through Nov. 30, there have been a total of **19 subjects arrested.** Adults: **10** (Ages 18-22) and Juveniles: **9** (Ages 15-17). The Real-Time Crime Center Nova units have contributed greatly, being proactive with the drones to detect and report violators to

patrol officers. In some cases, no units were available, or subjects were gone upon their arrival. Patrol has used a zero-tolerance approach, with only a couple using discretion to remove subjects without arrest/citation.

PLANS FOR NEXT MONTH

- Patrol is continuing to conduct traffic details at DeBremond and has OT for this detail.
- OT posting for problem areas in Roswell.
- Officers have been advised of the December 31 deadline for trainings.
- Continue the close patrol for the Charlie Unit. (Stabilization Project)
- Continue to push officers/sergeants to complete RPD Policy. (10 left)

ISSUES AND CONCERNS

- Some of the Dodge Durangos are having issues with fuel pumps, fuel systems and a few recalls for the Durangos. The biggest issue is waiting for parts due to a lot of the fuel parts are on back order. We had five down at one time, but that number has gone down to only two at this time.
- Patrol officers are still not signing up for overtime details other than Airport detail/chief's overtime. I believe this is due to our very young Division and wanting to have some life after work not just work, but then again, Airport Detail does not require reports and traffic tickets so several officers and sergeants sign up from other divisions.

SWAT TEAM

Training:

SWAT held its annual SWAT week November 17-20. The following training/testing was conducted:

Monday, November 17th 1000-1900

- Operators and Snipers conducted NTOA PFQ. All Operators passed.
- Firearms training focusing on rifle.
- Sniper tryouts for cross-trained Operators. Flott and Franklin were selected to be trained as Snipers.
- SWAT firearms qualifications were completed with all Operators passing.
- Night-vision firearms to include zeroing PEQ-15 laser aiming devices, PVS 1431 familiarization, Snipers PVS 27 familiarization/zeroing.

Tuesday, November 18th 0800-1700

- Team PT at Wool Bowl. Dumbbell farmer carry competition, sit-up competition, one-mile Indian run.
- Vehicle Assault and Vehicle Containment Tactics utilizing the Pit Bull.
- Ballistics demonstration on vehicles and glass.
- Vehicle based deadly force encounters.

Wednesday, November 19th 0800-1900

- Team PT at NMMI. 1.3 mile obstacle course. O-course at NMMI used, then ran to Wool Bowl to run bleacher stairs, finish with O-course again.
- Entry training at empty city building at the airport. New Operators Barela, Willis, Franklin, Gamboa, Watkins primarily focused on. Worked deliberate and dynamic entries with scenarios and role players.
- Night-vision training on entries focusing on stealth-to-contact hostage rescue.
- Low-light/no-light approaches and entry utilizing Pit Bull.
- Team pictures.
- Susan Murphy attended to see the night vision in use and took pictures with the team.

Thursday, November 20th 0800-1700

- Full team training.
- Conducted less lethal, chemical munition, and noise-flash distractionary device recertifications for everyone.
- Full team scenario put on by Lt. Craine and Sgt. Wrenn at 514 Mission Arch. The team did well during the scenario.
- SWAT building gear cleanup and maintenance.

Callouts:

It was a busy month for SWAT with three callouts and four search warrants served.

On November 6, at approximately 1205 hours, SWAT responded to 1504 W. 3rd in reference to an armed barricade. Information received was that the male had fired a handgun at his wife in the back yard of their residence and she had fled to a neighbor's home. She was uncooperative with CID but there were enough witnesses to continue investigating the crime. The male suspect was barricaded in the home with a 23-year-old male with special needs who could not leave or act on his own. This presented difficulties for us with tactical options. Negotiators eventually made contact with the male suspect who was heavily intoxicated and came to the door. The male was acting erratically and shut and locked the door. Entry was made and the male was detained without incident. He was found to be heavily intoxicated. The 23-year-old was safely removed from the home and residence was turned over to CID.

On November 8, at approximately 2008 hours, SWAT responded to 4708 W. Jefferson in reference to a hostage situation. Information received was that Trevor Starkey had pistol whipped a female and put her in a vehicle. While doing that he had fired shots at another female near 13th/Maple. Starkey and the vehicle used were ultimately found at 4708 W. Jefferson where a witness on-scene stated there were two other people, a male and a female, that were also not able to leave because of Starkey inside the home. Patrol

surrounded the residence and began call-outs and were able to get the male and female out of the home, leaving Starkey and the initial female victim inside. SWAT arrived and we were able to make contact with the female by phone. We cut power to the residence through Excel (which cut power to the whole neighborhood), and were able to get the female out of the residence when power was cut. Night vision played a key role in being able to stage reactionary teams close to the residence in the event of a rescue. We also utilized the Pit Bull to place a team close to the door and communicate with Starkey via PA. Starkey was believed to be armed with a sawed-off shotgun, a handgun, and body armor has been reported. This all occurred within the first hour of the call-out. Over the next several hours, negotiations were constantly attempted by phone. We also utilized Starkey's sister who came from Carlsbad with the negotiators in attempts to get Starkey to surrender over the phone. After that had negative results, chemical munitions were introduced. We started with 40mm ferret rounds launched through a window and then followed up with tri-chamber flameless CS canisters. After the second canister was deployed, Starkey exited, clearly affected by the CS. The residence was later cleared and turned over to CID.

On Thursday, November 13, at approximately 0500, we conducted a SWAT light to assist CID in executing a high-risk search warrant at 707 W. Summit in reference to a shooting. There were reports of possession of automatic Glocks and additional firearms by the suspect. The residence was cleared without issue and turned over to CID. The suspect was not on-scene.

On the same day at approximately 0734, SWAT conducted a full team call-out at 710 S. Aspen in reference to information received about the location of the shooting suspect. The residence was cleared without issue and the suspect was not located. The residence was turned over to CID.

Accomplishments:

The team conducted a lot of training this month and had a high operational tempo. The callouts we responded to were handled correctly, efficiently, and resulted in good outcomes. The new equipment has played a key role in several of our call-outs. All of our team is now spun-up on Pit Bull operations and user-level operation of the night vision.

All Operators successfully passed the NTOA PFQ, qualifications and re-certifications.

Plans for Next Month:

There will be one full-team training on December 11. There will not be a second training due to it falling on Christmas. Twice-a-month training will resume in January.

Equipment Update:

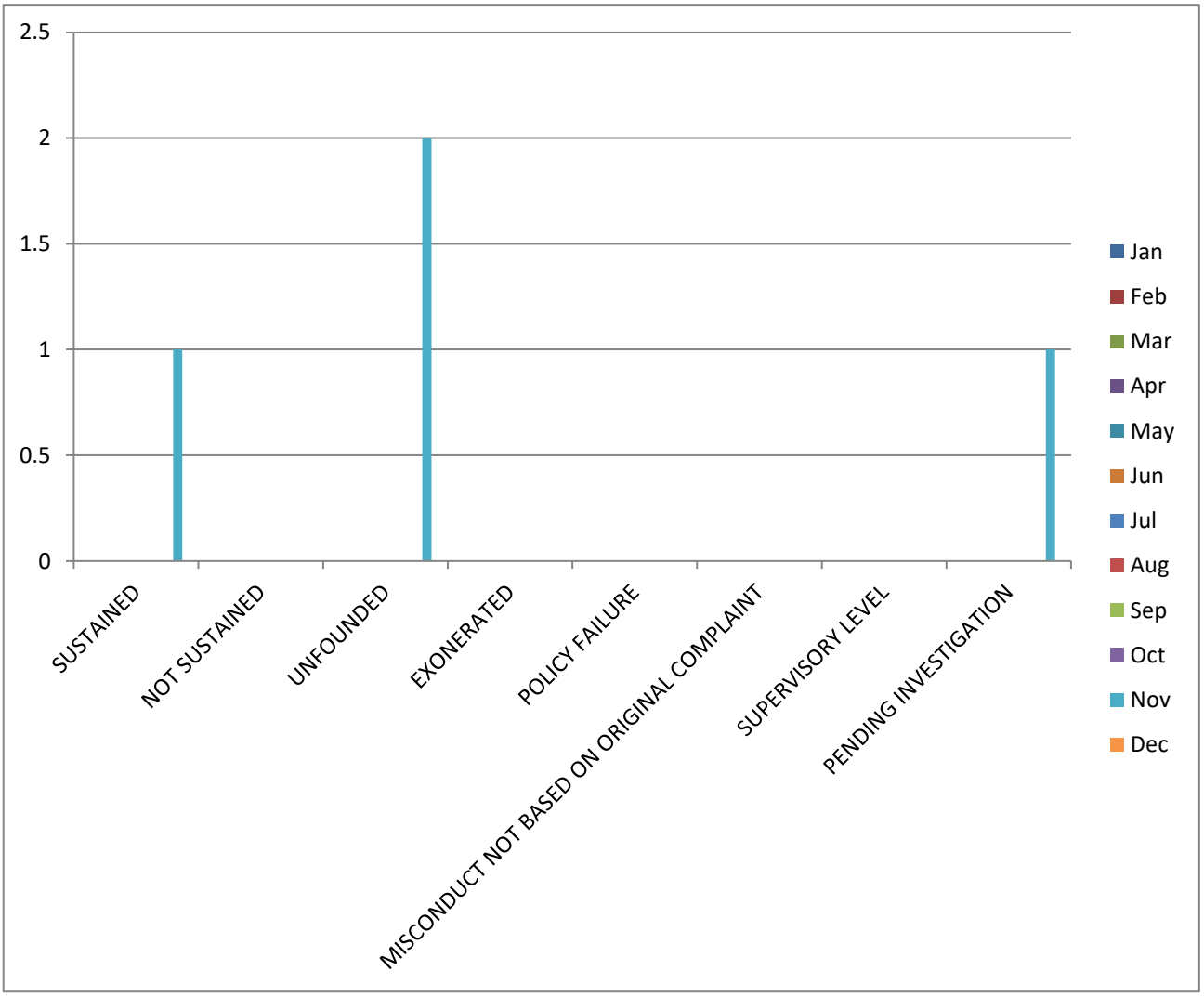
A solution needs to be found to replace the one sniper rifle that was seized by NMSP for the E. 6th shooting. Flott and Franklin were both selected to be trained as Snipers but we only have one rifle to issue.

Issues and Concerns:

Ofc. Willis, Ofc. Barela, Det. Franklin, Ofc. Gamboa, Lt. Barncastle (RFD) and Lt. Boyd (RFD) will need to attend SWAT school. It would be beneficial to host our own SWAT school, but currently all leadership on the team capable of creating one are spread too thin with other duties and do not have the time.

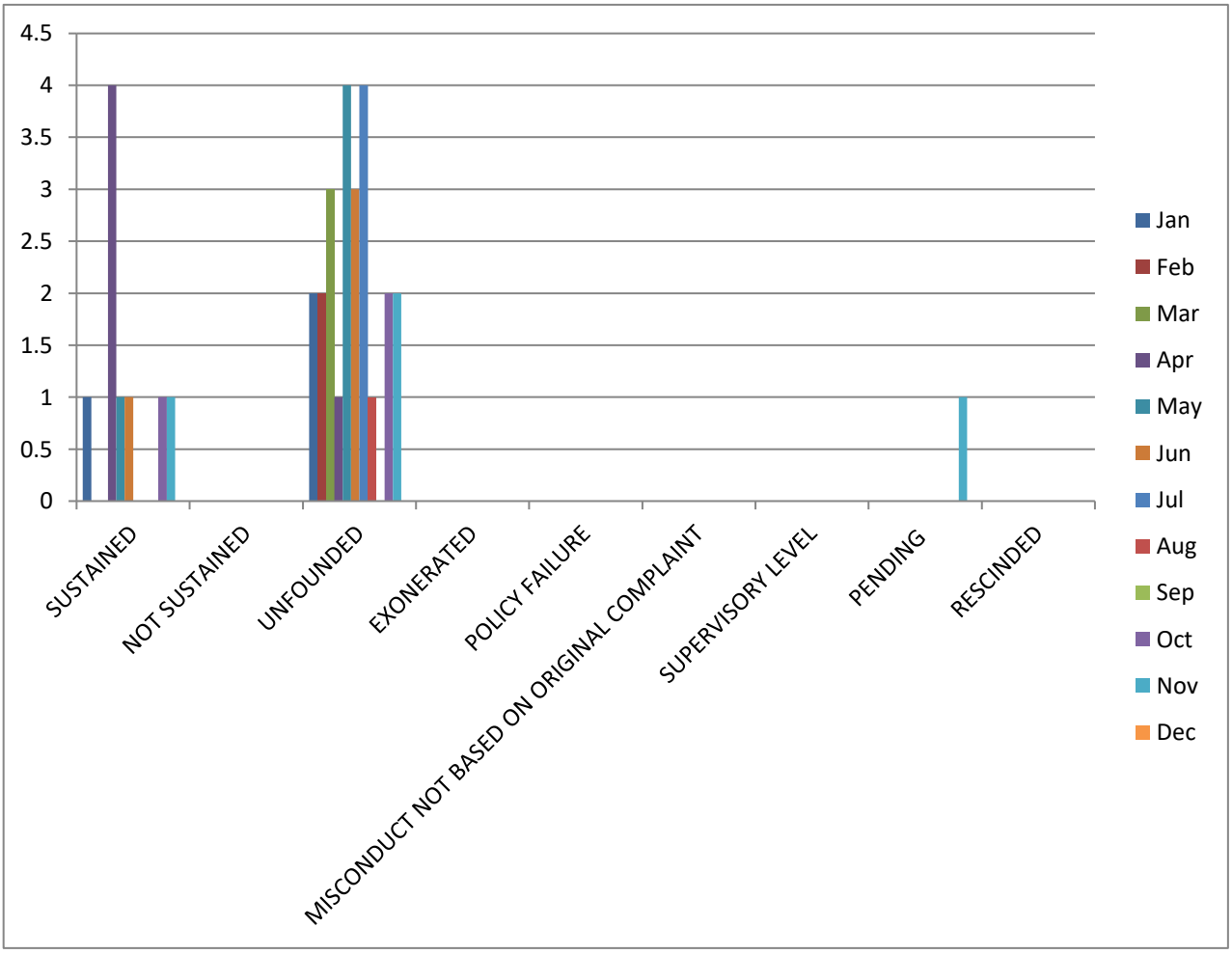
Professional Standards (Internal Investigations)

INTERNAL INVESTIGATIONS
MONTHLY REPORT – November 2025



Total Complaints Received: 4
Pending Investigations: 1
Internally Generated: 1
Citizen generated: 3

INTERNAL INVESTIGATIONS
MONTHLY REPORT – Year to Date 2025

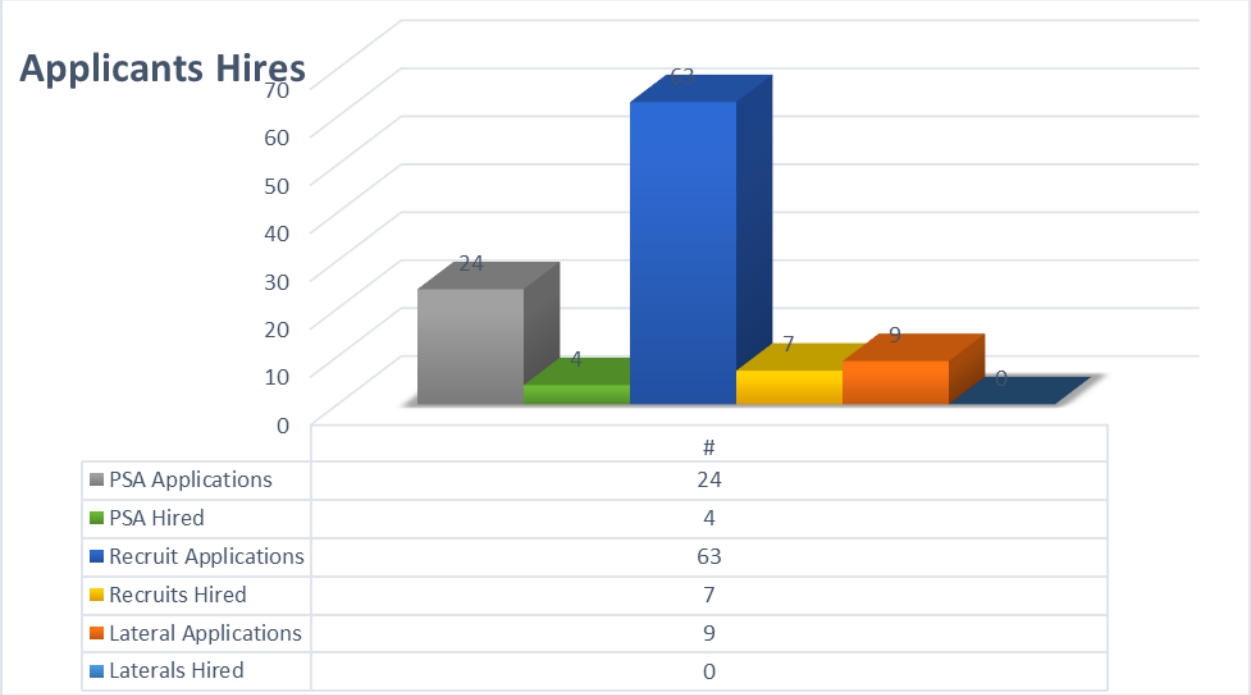


Total complaints received: 34
Pending Investigations: 1
Internally Generated: 6
Externally Generated: 28

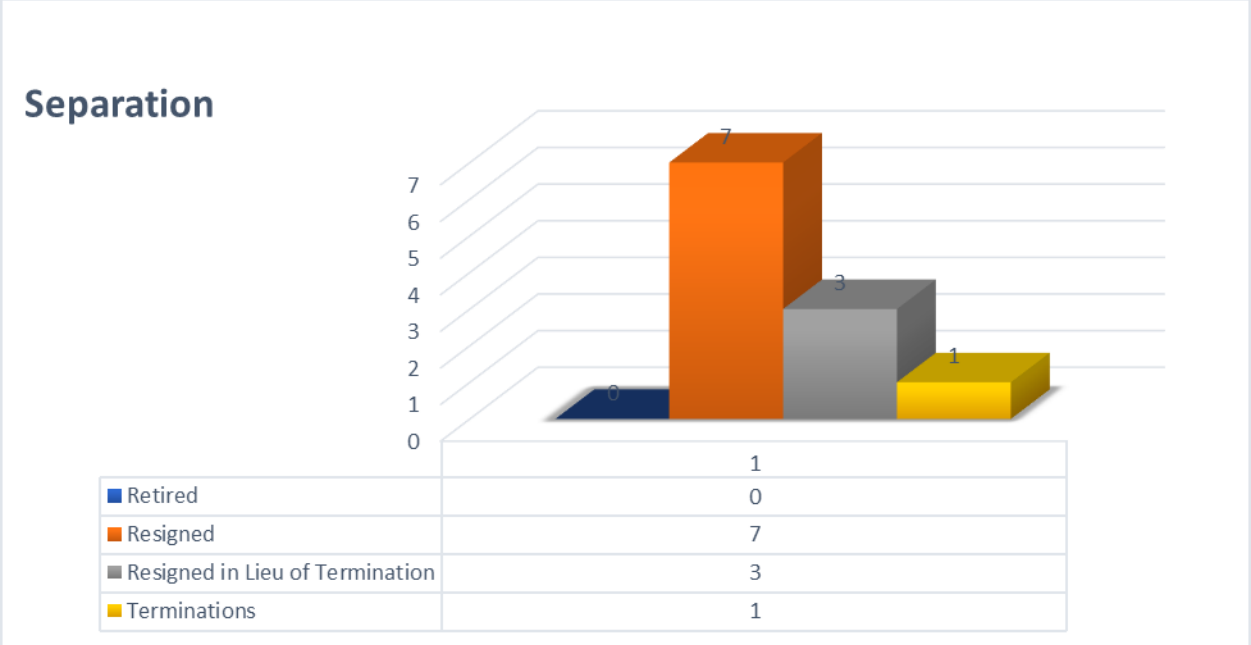
Support Services/Training and Recruiting/ Neighborhood Watch/Real-Time Crime Center

RECRUITING

Currently the department has 90 sworn personnel and 104 total allotted positions for sworn personnel. We have 14 vacant positions with 3 applicants in the hiring process for recruit officers. The Recruiting Division is currently holding recruit testing every first and third Thursday of the month.



	#
PSA Applications	24
PSA Hired	4
Recruit Applications	63
Recruits Hired	7
Lateral Applications	9
Laterals Hired	0



	1
Retired	0
Resigned	7
Resigned in Lieu of Termination	3
Terminations	1

RECRUIT TESTING:

Thursday, November 6: No applicants attended the testing.

Thursday, November 20: 2 applicants attending testing. 1 Police Recruit applicant are currently in the hiring process.

OCTOBER HIRES: (2)

NAME	STATUS
Carlos Acosta	Hired on November 14
Antonio Balbino (PSA)	Hired on November 14

LATERAL/RECRUIT APPLICANTS CURRENTLY IN PROCESS: (5)

NAME	STATUS
Bryce Sanchez	Pending Chief's Interview
Vincent Gomez	Pending Chief's Interview
Thomas Olivares	In Background
Luis Villa	In Background
Fabian Vigil	Pending Medical

PSA APPLICANTS CURRENTLY IN PROCESS: (0)

NAME	STATUS
No Current Openings	No Current Openings

PROJECTED HIRE DATES OR RELEASED FROM HIRING PROCESS: (3)

NAME	STATUS
Cyan Mendoza	Removed from hiring process
Joshua McKelvey	Removed from hiring process
Lissa Pilley	Removed from hiring process

OCTOBER LOSSES: (1)

Officers resigned/terminated or retired

NAME	REASON
Clayton Ness	Resigned – Hired at Roswell Fire Department

Community Outreach & Neighborhood Watch

(Officer Hugo Gonzalez)

11/06:
I attended the Neighborhood Watch meeting for the 1700 block of N. Delaware. City Council members Edward Heldenbrand and Chris Cortez were present, along with a supervisor from the Solid Waste Department. During the meeting, the City Council's ongoing plan to remove dumpsters from the alleyways and provide individual trash cans to each residence was discussed. Additionally, concerns were raised about securing abandoned and foreclosed homes. The goal of these initiatives is to reduce foot traffic in the alleys and deter unwanted individuals from frequenting the area.

11/14:
I met with Jenna, the Assistant Manager of Villa Park, regarding an incident that took place in their clubhouse involving two residents. Jenna requested that a criminal trespass notice be issued to the female aggressor and her husband, prohibiting them from entering the clubhouse. She also requested a copy of the report related to the incident. I provided Jenna with a copy of the event report and explained the criminal trespass process.

11/15:
Officer D. Morales and I attended the Tascosa Office Machines Food Drive event. We interacted with members of the community and assisted in handing out toys provided by Tascosa.

11/19:

Officer D. Morales and Officer H. Gonzales attended a career fair at Eastern New Mexico University-Roswell.

Real-Time Crime Center

DRONE STATISTICS
FLIGHTS: 230
FLIGHT TIME: 47:55 flight hours
DISTANCE TRAVELED: 460.4 miles
REPORTS: 119

Special Investigations Div./Chaves County Metro Narcotics Task Force

New Activities – 31 new activities were generated this month. Agents executed 10 search warrants, made 4 controlled buys of narcotics, made 8 arrests and had 6 activities that were classified as "Other."

Narcotics Seized:

Methamphetamine – 1,614.1 grams (3.5+ pounds)
Cocaine – 405.2 grams
Fentanyl – 20 pills
Heroin – 8.6 grams

Criminal Investigations Division

Monday 11-3-2025

Det. Barrientos obtained a search warrant for 1009 S. Lea for a burglary investigation.

Tuesday 11-4-2025

Det. Barrientos obtained a search warrant for 3102 S. Richardson for a burglary investigation. Afterward, he obtained an arrest warrant for James William for Receiving Stolen Property.

Wednesday 11-5-2025

Det. Barrientos obtained two search warrants for cell phones for the above-mentioned burglary investigation.

Det. Franklin obtained a search warrant for Wells Fargo for bank records in an embezzlement case.

Thursday 11-6-2025

Officers responded to 1504 W. 3rd for shots fired. A male, Michael Loranca, had allegedly shot at a female. The victim told first responding officers the male had shot at her, which was confirmed by statements she made to neighbors as well. Mr. Loranca barricaded and SWAT was utilized. Eventually, Mr. Loranca was taken into custody without incident. Det. Shannon charged Mr. Loranca for Aggravated Assault Against a Household Member.

Wednesday 11-12-2025

Det. Barrientos obtained an arrest warrant for Stephanie Desantiago-Sanchez for 8 counts of Remote Financial Services Act Violation.

Thursday 11-13-25

Det. Shannon was called out for a shooting. A male had at least one gunshot wound to the neck and had driven himself to ENMMC. He was intubated and later flown out to Lubbock in critical condition. The victim survived and was later interviewed by Det. Shannon. The male stated another male, Christian Tyler, shot him in the back seat of a vehicle. Det. Shannon obtained an arrest warrant for Christian Tyler for Aggravated Battery, Tampering with Evidence, and Unlawful Possession of a Weapon Conversion Device. Det. Shannon obtained several search warrants for this case for residences, phones, and vehicles.

Friday 11-14-2025

Officer Matthew Shappard was promoted to CID and began his training.

Tuesday 11-18-2025

Det. Shannon was called out for a kidnapping. A female was supposedly forced into a vehicle at gunpoint near 13th and Maple. The investigation led Det. Shannon to 4708 W. Jefferson. He obtained a search warrant for the residence and the female was located. The suspect, Trevor Starkey, was also there. He barricaded for a short time before being taken into custody without incident with the assistance of SWAT. Mr. Starkey was charged with Kidnapping, Aggravated Battery Against a Household Member, Resisting, Evading, or Obstructing, and Officer and Receiving or Transporting a Stolen Motor Vehicle.

Det. Barrientos obtained an arrest warrant for Felicia Carnero for Theft of Identity (obtaining identity by electronic fraud) and Forgery.

Friday 11-21-2025

Det. Duran obtained a search warrant for 1200 W. McGaffey in an attempt to apprehend a wanted fugitive. The individual he was looking for was not contacted, however, Jacob Trujillo was contacted. Det. Duran arrested Jacob Trujillo for Resisting, Evading, or Obstructing an Officer, Tampering with Evidence, Unlawful Possession of a Handgun, and Receiving Stolen Property (firearm).

Wednesday 11-26-2025

Det. Shappard obtained a search warrant for 919 Pecan as part of a vehicle burglary investigation.

Sunday 11-30-2025

Det. Shappard was called out to investigate a larceny. A pickup truck had pulled up to the ATM located at First American Bank (5th/Virginia) and attached chains to it. They ripped out the cash drawer, stealing approximately $20,000. The truck was located abandoned near 3rd/Shartelle. The truck had been reported stolen out of Hobbs, NM. The investigation is still ongoing.

Technical Services Unit/Property

The division highlights for November:

TSU highlights

- TSU helped with the execution of **13** search warrants.
- TSU responded to **12** callouts.
- TSU processed **8 items**.
- TSU constructed **1** photo array for CID and Patrol.
- TSU conducted **0** trainings for Patrol and itself.
- TSU conducted **2** phone extractions.
- TSU conducted **0** video enhancements.
- TSU assisted with **14** calls for service.

Property Highlights

Property booked in the following: **224 total** items, including **70** drug items, and **6** firearms.

- **67** item**s** sent to lab.
- **0** Cash deposited
- **5** Items transferred to outside agencies (ATF/HSI/FBI**).**
- **40** Items returned to owner/other.
- **2** Destruction Orders obtained and executed. **441** items were destroyed based on these Destruction Orders. There are **6** Destruction Orders in progress.
- **27** firearms destroyed per Destruction Order**.**

	YTD	November
Items booked in	4562	224
Guns	294	6
Drugs	1074	70
Sent to lab	675	67
Cash Deposits	2	0
Money deposited	$50,384.88	0
Transferred	53	5
RTOW/RETO	435	40
D.O.'s Executed	3	2
Total Items Dest.	883	441
Firearms Dest.	27	27

Peer Support

The highlights for November:

Wellness Highlights

- Sergeant Abrem Atencio, Recruiter Dom Morales, Detective Mike Shannon, Detective Logan Franklin, K9 Officer Danny Flott and Officer Christian Fulkerson attended Advanced Peer Support Training and will be added to the Peer Support Team with 24/7 availability.

K9 Highlights

- K9s conducted **5** visits
- K9s provided Victim Support on **0** cases
- K9s responded for **0** Critical Incident Calls
- K9s participated in **0** Community Events

Police Chaplain Highlights

- Police Chaplains did **5** Ride-Alongs
- Police Chaplains responded for **0** Critical Incident Calls
- Central Nazarene Church donated breakfast to Patrol Officers.

Peer Support		
Member	**Status**	**Availability**
Adam Rhodes	Active	24/7
Randy Rodriquez	Active	24/7
Pat Silvas	Active	24/7
Shady Nguyen	Active	24/7
Ashley Hunter	Active	24/7
Abrem Atencio	Active	24/7
Dom Morales	Active	24/7
Danny Flott	Active	24/7
Logan Franklin	Active	24/7
Christian Fulkerson	Active	24/7
Mike Shannon	Active	24/7
Peer Support Team Members are available on a 24/7 basis and can be reached in person or over the phone.		

K9s				
	Visits	**Victim Assistance**	**Critical Incidents**	**Community Events**
Beaumont	3			
Kiki	2			
Chevy				
K9s are available on a 24/7 basis and work a regularly scheduled shift on Wednesdays. Facility K9s Coordinator is Gina Yeager (575-626-2422).				

Police Chaplains		
Chaplain	**Ride-Alongs**	**Critical Incidents**
Donovan Fulkerson		
Joel Wood	2	
Sean Reeves		
Jett Davis	3	
Police Chaplains are on an on-call rotation and one is available 24/7. They may be utilized for personnel or the public affected by Critical Incident Calls. Critical Incident Calls can vary from Traffic Collisions, Shootings and Deaths to calls involving children and anything in between.		

ROSWELL POLICE DEPARTMENT
MONTHLY REPORT – SEPTEMBER 2025

CRIMES AGAINST PERSONS	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
*Murder**	0	0	8	7	14.29%
Justifiable Homicide	0	0	0	0	0.00%
Criminal Sexual Penetration	2	1	22	18	22.22%
Robbery	1	2	15	23	-34.78%
Aggravated Assault/Battery	21	22	250	310	-19.35%
Minors-Sexual Penetration	1	2	19	15	26.67%
Minors-Sexual Contact	1	1	23	29	-20.69%
Child Abuse	1	5	40	55	-27.27%
*Crimes Against Persons (Non-Violent)**	181	181	2112	2197	-3.87%

CRIMES AGAINST HOUSEHOLD MEMBER					
Domestic Violence-Physical Contact	33	50	482	523	-7.84%
Domestic Violence-Verbal	33	20	350	349	0.29%

PROPERTY CRIMES					
Burglary	16	17	171	164	4.27%
Larceny	53	79	787	799	-1.50%
Motor Vehicle Theft	4	13	82	83	-1.20%
Criminal Damage	35	43	568	578	-1.73%
Graffiti	1	0	5	6	-16.67%
All Other Crimes Against Property	15	22	237	271	-12.55%

DWI	8	9	109	123	-11.38%

PERSONS ARRESTED	261	312	3714	3974	-6.54%

TRAFFIC REPORT					
Fatal Accidents	0	0	2	8	-75.00%
Injury Accidents	20	19	180	203	-11.33%
Property Damage Only	59	65	660	608	8.55%
Traffic Citations	309	391	5,399	5,635	-4.19%

TOTAL ACTIVITIES					
Officer Initiated	1,492	1,732	20,838	22,026	-5.39%
Calls for Service	2,035	2,357	26,168	29,655	-11.76%

Less Justifiable Homicide i.e.: self-defense, officer-involved shootings, etc.

PART I CRIMES	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMINAL HOMICIDE TOTAL	0	0	8	7	14.29%
Murder/Nonnegligent Homicide	0	0	6	6	0.00%
Manslaughter By Negligence	0	0	2	1	100.00%
FORCIBLE RAPE TOTAL	3	3	41	33	24.24%
Rape By Force	3	3	40	33	21.21%
Attempts to Commit Forcible Rape	0	0	1	0	NA
ROBBERY TOTAL	1	2	15	21	-28.57%
Firearm	0	0	3	7	-57.14%
Knife or Cutting Instrument	0	0	2	2	0.00%
Other Dangerous Weapon	0	0	3	4	-25.00%
Strong-Arm (Hands, Fists, Feet, Etc.)	1	2	7	8	-12.50%
ASSAULT/BATTERY TOTAL	108	125	1320	1473	-10.39%
Firearm	5	5	118	135	-12.59%
Knife or Cutting Instrument	3	5	39	49	-20.41%
Other Dangerous Weapon	7	6	54	64	-15.63%
Hands, Fists, Feet, Etc.-Aggravated Injury	6	6	39	62	-37.10%
Other Assaults-Simple, Not Aggravated	87	103	1070	1163	-8.00%
BURGLARY TOTAL	16	17	181	164	10.37%
Forcible Entry	8	10	114	115	-0.87%
Unlawful Entry-No Force	8	7	52	47	10.64%
Attempted Forcible Entry	0	0	15	2	650.00%
LARCENY THEFT TOTAL	53	79	787	799	-1.50%
MOTOR VEHICLE THEFT TOTAL	4	13	82	83	-1.20%
Autos	3	12	69	72	-4.17%
Trucks and Busses	0	0	1	4	-75.00%
Other Vehicles	1	1	12	7	71.43%
GRAND TOTAL	185	239	2434	2580	-5.66%

CRIMES NOT REPORTED ELSEWHERE					
Arson	2	1	17	23	-26.09%
LEOKA (Also shown in Part I Assaults)*	13	15	222	282	-21.28%

**Law Enforcement Officers Killed or Assaulted*

PART II CRIMES	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
CRIMES AGAINST PERSONS (Non-Violent)					
Weapons Violations	4	3	95	121	-21.49%
Voyeurism Prohibited	0	0	1	3	-66.67%
Indecent Exposure	1	1	16	14	14.29%
Child Solicitation by Electronic Means	0	0	6	5	20.00%
Enticement of a Child	1	0	3	0	NA
Custodial Interference	1	2	29	17	70.59%
Disorderly Conduct	7	5	111	123	-9.76%
Disorderly House	0	0	9	4	125.00%
Criminal Trespass	28	12	211	196	7.65%
Simple Assault/Simple Battery	87	103	1070	1163	-8.00%
Harassment	16	4	101	59	71.19%
Stalking	5	1	27	19	42.11%
Kidnapping	1	0	6	4	50.00%
Threats	7	3	99	73	35.62%
Public Affray	2	9	32	41	-21.95%
Public Nuisance	5	6	82	83	-1.20%
Runaway	2	16	83	158	-47.47%
Emergency Removal	6	7	56	44	27.27%
Missing Person	5	5	39	28	39.29%
TRO Violation	3	4	36	42	-14.29%
TOTAL	**181**	**181**	**2112**	**2197**	**-3.87%**
CRIMES AGAINST PROPERTY					
Forgery	2	1	23	19	21.05%
Fraud	8	11	117	142	-17.61%
Embezzlement	0	1	20	19	5.26%
Shooting at Unoccupied Dwelling or Veh	0	5	19	26	-26.92%
Stolen Property Possession/Recovery	2	2	20	12	66.67%
Identity Theft	3	2	38	53	-28.30%
TOTAL	**15**	**22**	**237**	**271**	**-12.55%**
GRAND TOTAL	**196**	**203**	**2349**	**2468**	**-4.82%**

	THIS MONTH	THIS MONTH LAST YEAR	YEAR TO DATE	LAST YEAR TO DATE	% Change (+/-)
IPRA Requests					
IPRAs for Lapel Video	101	16	966	223	333.18%
IPRAs All Other	105	27	1234	434	184.33%
Video Redaction Hours	238.8	122	2471.27	899.5	174.74%
IPRA Requests Total	**206**	**43**	**2200**	**657**	**234.86%**

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 13.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

DEPARTMENT NAME:
Roswell Fire

Attachments

Fire

ROSWELL FIRE DEPARTMENT

Monthly Report

November 2025

Roswell Fire Department
200 S. Richardson Ave
Roswell, NM 88203
Ph: (575) 624-6800

Staffing Outlook

Fire Chief –	**Steve Chavez –**	**701**
Deputy Chief –	**Daniel Fuller -**	**702**
Deputy Chief –	**Derek Washichek –**	**703**
Training Chief –	**Fernando Garcia –**	**711**
EMS Chief –	**Randy Bunch –**	**712**
Fire Marshall-	**Jared Olive -**	**721**
Deputy Fire Marshal -	**Chris Casey-**	**722**
Deputy Fire Marshal -	**Preston Washington**	**723**
A-Shift Battalion Chief –	**Jared Jennings –**	**Bat 1**
B-Shift Battalion Chief –	**Cory Mealand –**	**Bat 1**
C-Shift Battalion Chief –	**Kevin Hernandez –**	**Bat 1**
Sr. Admin Assistant -	**Lorena Borunda**	
Admin Assistant -	**Zoe Thompson**	

Lieutenants –	**Fully Staffed**	**Current**	**Open**
	24	**24**	**0**
Engineers-	**Fully Staffed**	**Current**	**Open**
	30	**22**	**8**
Firefighters-	**Fully Staffed**	**Current**	**Open**
	27	**21**	**6**
Recruit Academy-	**In Session**		**Open**
	5		**9**

Department Overview

November 2025 was a month of high operational tempo, strong inter-shift coordination, and ongoing departmental development. Crews responded to multiple major incidents, completed extensive training in preparation for certification testing and ARFF operations, advanced station projects, and maintained a strong presence in community engagement events across Roswell.

All divisions worked cohesively to uphold the department's mission of service, readiness, and professionalism throughout the month.

Notable Incidents

Firefighters responded to a wide range of significant emergencies, including:

Major Motor Vehicle Accidents & Trauma Calls

Crews handled numerous high-impact MVAs throughout the city, including extrications, air medical transports, and multi-vehicle collisions at locations such as Sunset & Hobson, Orchard Park, Shinkle Dr, N. Main, McGaffey & Main, Red Bridge, and Kansas.
A county response for a **Level 1 trauma gunshot victim** was handled on November 28.

Structure Fires

- Multiple **Thanksgiving morning kitchen fires**, all contained to objects of origin with no major extension.
- A multi-unit apartment fire at **2607 W Alameda**, affecting several apartments and requiring a rescue from an adjoining structure.
- A structure fire on A Street on November 10 contained quickly by first-due companies.
- A structure fire on East 5th (November 30) with fire contained to a back porch and dog door area, with no interior extension.

Medical & Other Significant Calls

- Several **Code Blues**, including a notable ROSC achieved twice during transport on November 24.
- Several **sepsis alerts** across multiple stations.
- Overdoses, suicides, stabbings, dumpster fires, vehicle fire, CO checks, and numerous public assists.

Crews across all stations demonstrated discipline, professionalism, and strong coordination under diverse and demanding circumstances.

Training & Professional Development

November was a major training month, especially for ARFF operations and FAO preparedness.

Fire & Rescue Training

- ARFF burns and ARFF instruction conducted across multiple shifts.
- Continuous **Driver/FAO training** focusing on written exam preparation, pump operations, and practical skills.
- **Driver certification testing** completed on November 19.
- **Rope Rescue drills** involving multiple companies.
- **Structure fire training** conducted with recruits on November 25.

Leadership & Wellness

- **Leadership Classes** with BC Jennings for officers and non-officers.
- **Peer Support Class** attended by personnel to strengthen behavioral health awareness.
- **Combat Challenge Fit-for-Duty Testing**, including retests and make-up days for crew members.

EMS Training

- **ECG Interpretation** training for non-paramedics.
- **Pediatric emergency** training delivered across shifts.
- **ACLS** refreshers, **AEMT study groups**, and EMSRx QA assistance continued throughout the month.

Personnel & Staffing

- **FAO Cox** was nominated for the **PEER Accountability Award** for exceptional performance and leadership.

Apparatus, Equipment & Station Maintenance

Apparatus Readiness

- Crews continued **cleaning, securing, and organizing apparatus compartments** to improve operational efficiency.
    - **Station 5** crews repaired concrete gaps around bay doors.

Station Projects

- Painting projects continued at **Stations 3 and 6**.
- Stations completed tool mounting, floor refinishing, exterior sealant work, lighting repairs, and general deep cleaning.
- Several facility needs were identified across stations, including bathroom exhaust fans, shower head replacements, lighting upgrades, and heating issues.

Community Engagement & Public Relations

The department remained highly visible throughout November, participating in numerous outreach and community support events.

Events & Appearances

- **Veterans Day Parade** with crews flying the garrison flag.
- Veterans Day events at local schools, including assemblies, breakfasts, and appearances at Goddard High and Mesa Middle School.
- Multiple **CPR classes** taught at Roswell High School.
- **Career fairs** at University High School and ENMU–Roswell.
- Station 6 hosted a **kindergarten tour**.
- Engine 5 and Truck 1 escorted the **Roswell High Football Team** for their state championship game on November 26.
- A **retired officer funeral flag ceremony** was completed with professionalism and honor.

These events strengthened public trust, expanded safety education efforts, and highlighted the department's commitment to community involvement.

Summary

November 2025 demonstrated the Roswell Fire Department's ongoing commitment to operational excellence, professional development, community service, and station readiness. The month featured:

- High-acuity incident responses
- Extensive training for ARFF, FAO, EMS, and leadership
- Facility and apparatus improvements
- Strong community involvement
- Recognition of staff achievements

The department continues to progress toward its long-term goals through professionalism, teamwork, and dedication to the community.

ROSWELL FIRE DEPARTMENT

Fire Marshal's Monthly Report

November 2025

Submitted by

Fire Marshal Jared Olive

Roswell Fire Department
200 S. Richardson Ave
Roswell, NM 88203
Ph: (575) 624-6800

NOVEMBER TOTALS

STAFF-

- FIRE MARSHAL JARED OLIVE, 721
- DEPUTY FIRE MARSHAL CHRIS CASEY, 722
- DEPUTY FIRE MARSHAL PRESTON WASHINGTON, 723
- FIRE PREVENTION ADMIN ZOE THOMPSON

TRAINING-

- Fire Extinguisher Training (Washington, 723)- 16hrs.
- Advanced Peer Support Training (Casey, 722)- 32hrs.
- Property Data Management (Olive, 721)- 1hr.

TOTAL INSPECTOR TRAINING: 0
TOTAL FIRE TRAINING: 16
TOTAL EMS TRAINING: 0
TOTAL INVESTIGATOR TRAINING:0
TOTAL ADMINISTRATION TRAINING:33
STAFF TOTAL: 49 hrs.

INVESTIGATIONS-

STRUCTURE
- 11

VEHICLE
- 0

OTHER
- 3

TOTAL STRUCTURE: 11
TOTAL VEHICLE: 0
TOTAL OTHER: 3TOTAL FIRE INVESTIGATIONS: 14

PLAN REVIEWS-

- No plan reviews for the month of November.

PERMITS –

Permit Number- 25-266-1443
Permit Type- IFC Compressed Gas
Location- 1500 N Garden Ave
Plans- Yes
Amount- $50

Permit Number- 25-266-1445
Permit Type- IFC Compressed Gas
Location-2200 S Sunset Ave
Plans- Yes
Amount- $50.00

Permit Number- 25-266-1446
Permit Type- IFC Compressed Gas
Location- 2515 W 2nd St
Plans- Yes
Amount- $50.00

Permit Number- 25-266-1447
Permit Type- IFC Compressed Gas
Location- 6000 S Main St
Plans- Yes
Amount- $50.00

Permit Number- 25-266-1448
Permit Type- IFC Compressed Gas

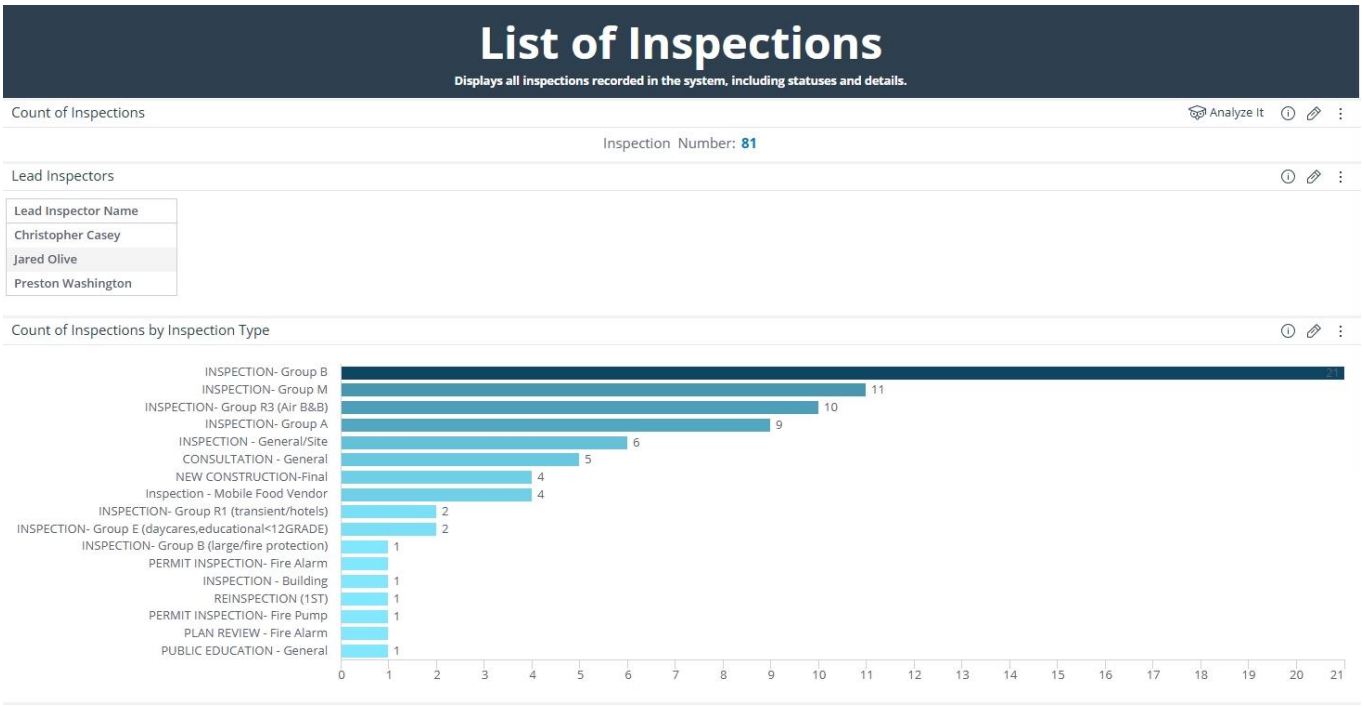
Location- 501 W McGaffey St
Plans- Yes
Amount- $50.00

Permit Number- 25-266-1449
Permit Type- IFC Compressed Gas
Location- 5550 N Main St
Plans- Yes
Amount-$50.00

Permit Number- 25-303-1601
Permit Type- Fire Pump
Location- 400 N Pennsylvania
Plans- Yes
Amount- $100.00

Permit Number- 25-321-0826
Permit Type- IFC
Location- 2725 N Main St
Plans- Yes
Amount- $50.00

Permit Number- 25-324-1335
Permit Type- IFC
Location- 1010 S Main St
Plans- Yes
Amount- $50.00



PUBLIC RELATIONS / EDUCATION

- Smoke Detector Installs

PR/ EDUCATION (HRS.):

SPECIAL EVENTS / OTHER

- Food Truck Fridays held by Gina Arambula (721, 722, 723)
- Outdoor Assembly Event held by Emilio Herrera (721, 722, 723)

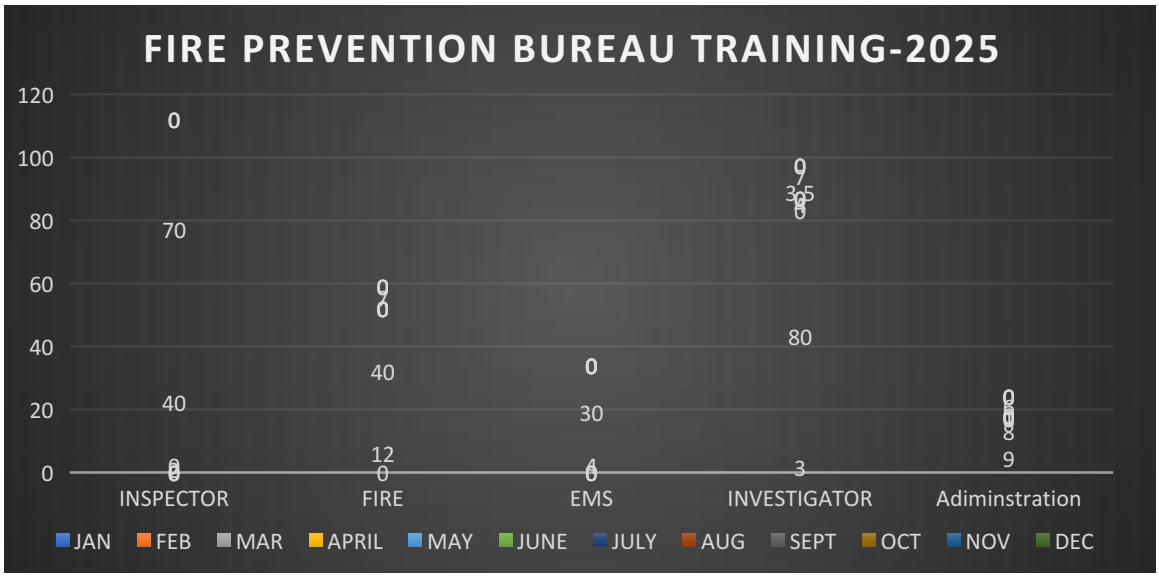
TOTAL SPECIAL EVENTS: 2

SUMMARY

The month of November was full of permit opportunities as 9 permits were issued. There was plenty of investigative opportunities this month. There was also plenty of inspections scheduled this month ranging from property, buildings and occupants.


PUBLIC SAFETY SERVICES-2025
30
25
20
15
10
5
0
JAN FEB MAR APRI MAY JUNE JULY AUG SEPT OCT NOV DEC

TOTAL MONTHLY INSPECTIONS-2025
160
140
120
100
80
60
40
20
0
94
139
74
121
89
106
78
98
109
JAN FEB MAR APRI MAY JUNE JULY AUG SEPT OCT NOV DEC


FIRE PREVENTION BUREAU TRAINING-2025
120
100
80
60
40
20
0
INSPECTOR
FIRE
EMS
INVESTIGATOR
Adiminstration
JAN
FEB
MAR
APRIL
MAY
JUNE
JULY
AUG
SEPT
OCT
NOV
DEC

ROSWELL NEW MEXICO
COMMITTEE AGENDA ITEM ABSTRACT

Monthly Department Reports 14.

Public Safety Committee
Meeting Date: 12/16/2025
COMMITTEE: Public Safety
CONTACT: Mike Mathews **CHAIR:** Juliana Halvorson

DEPARTMENT NAME:
Monthly Report (November 2025 for PVRCC)

Attachments

Monthly Report November

Consolidated Dispatch Monthly Report

Reporting Period:

- November 2025

Staffing and Training:

- We currently have 4 dispatchers in training.
- Currently have 3 recruits that have moved to the law enforcement side and one that has moved to Fire and EMS while still working on call taking.
- We still have 5 contracted dispatchers are on site working and filling vacant shifts.
- Received backgrounds on 3 applicants they will be submitted for hearing and drug tests to move forward with the hiring process.
- All dispatchers are completing their annual continuing education credits to maintain emergency communicators certifications. These must be completed by the end of calendar year.

Operations

- Still battling CAD issues.
- The dispatch computers are continuing to fail.
- Receiving quotes for move to the new area.

Equipment/Software

- CAD issues as listed above
- Dispatch computers are continuing to fail this has continued to cause delays in necessary daily tasks.
- Mindshare (Dispatch Radio Consoles) will be installed once the dispatch center moves to the new location.
- Prepared Live AI Assisted Call Taking is up and running dispatch will receive final training this week.
- Esinet has continued to have ongoing errors, it is currently being worked on by Intrado, Converge One, and Motorolla. The upgrade has not been completed yet.

Facility

- The generator for the new area has been installed.
- Meeting was conducted on December 15th with DFA to go over quotes and possible reimbursement for the move to the new dispatch location.

Grants

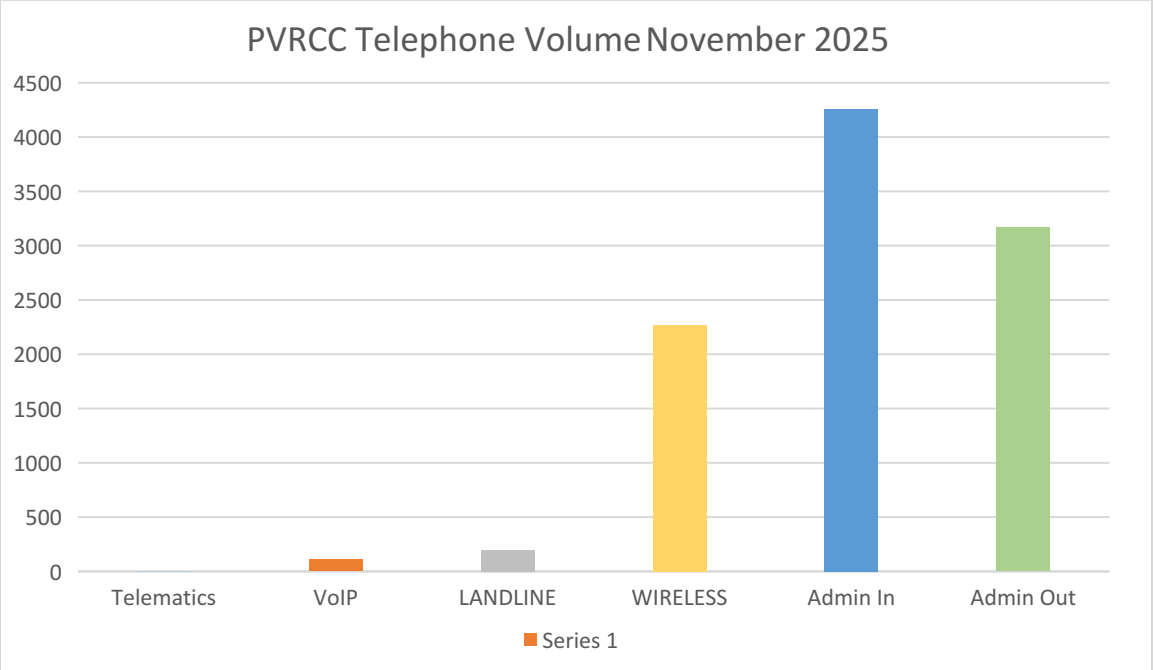
- No updates at this time.

Monthly Call Statistics

Figure 1. Is a graph of telephonic calls facilitated by the Pecos Valley Regional Communication Center for the month of November 2025. *Note- Numbers specific to the 911 center and dispatch will differ from statistics reported by the agency departments for various reasons to include multiple calls for the same incident, a call that does not produce a call for service, officer initiated calls for service, and calls that require the dispatch of multiple agencies to the same incident. The Esinet implementation is not yet completed and has affected the ECAT reporting system, this report does not reflect the automatic telematics number.

Figure 1.

Graph



Monthly Call Statistics

Call Type	November	October	Change from Previous Month
AUTOMATIC TELEMATICS	1	0	Up 1
VOICE OVER IP (VoIP)	110	102	Up 8
LANDLINE 911	195	397	Down 202
WIRELESS 911	2271	2857	Down 586
ADMIN OUT	3,167	3,392	Down 225
TOTAL VOLUME	7,927	9,002	Down 1075
TOTAL INCOMING	18,048	20,860	Down 2,812