

ITEM # 18-0616



**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**  
POST OFFICE BOX 1628 • SANTA FE, NEW MEXICO 87504-1628



**SUSANA MARTINEZ**  
GOVERNOR

**PETE N. KASSETAS**  
CHIEF/ DEPUTY SECRETARY  
LAW ENFORCEMENT OPERATIONS

**OFFICE OF THE SECRETARY**  
505/ 827-3370

**ADMINISTRATIVE SERVICES**  
505/ 827-3332

**SCOTT WEAVER**  
CABINET SECRETARY

**AMY L. ORLANDO**  
DEPUTY SECRETARY  
STATEWIDE LAW ENFORCEMENT  
SERVICES AND SUPPORT  
GENERAL COUNSEL

**OFFICE OF THE CHIEF**  
**NEW MEXICO STATE POLICE**  
505/ 827-9219

**INFORMATION TECHNOLOGY**  
505/ 827-3413

**OFFICE OF THE DEPUTY SECRETARY**  
505/ 827-3367

**LAW ENFORCEMENT ACADEMY**  
505/ 827-9252

**MEMORANDUM OF UNDERSTANDING**  
Between the  
**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**  
And  
**CITY OF SANTA FE/EOD**

**I. Parties**

The Parties to this agreement are the NEW MEXICO DEPARTMENT OF PUBLIC SAFETY and the CITY OF SANTA FE/EOD.

**II. Purpose**

This Memorandum of Understanding (MOU) is entered into by the New Mexico Department of Public Safety and the City of Santa Fe / EOD will authorize the City of Santa Fe to install NMDPS frequencies in City of Santa Fe/EOD communication assets to facilitate tactical communication interoperability among NMDPS, City of Santa Fe/EOD.

**III. Responsibilities**

The City of Santa Fe will ensure that all users understand and comply with this agreement.

The City of Santa Fe is responsible for procurement, maintenance and programming of their own radios and support equipment.

The City of Santa Fe shall adhere to all FCC regulations and accepted local radio protocols.

NMDPS will provide the City of Santa Fe/EOD a list of frequencies authorized for use (see attachment).

Use shall be limited solely to communications between City of Santa Fe and the NMDPS on matters related to safety, search, rescue, law enforcement and environmental protection activities.

**IV. Other Provisions**

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of NMDPS or the City of Santa Fe/EOD. If a term of this agreement is inconsistent with such authority, that term shall be invalid. The remaining terms and conditions of this agreement shall remain in full force and effect.

All radio transmissions must be in the clear mode using plain language. Personnel will continue to use their respective call signs when contacting a communication center or other agency entities.

This document is an inter-agency agreement among the Parties and does not create or confer any rights, privileges, or benefits upon any person or entity not a signatory hereto. This MOU is not and shall not be construed as a rule or regulation.

**V. Effective Date**



**CALEA**

ACCREDITED LAW ENFORCEMENT AGENCY

The terms of this agreement will be effective upon the date of the last signature executing this agreement.

VI. Modification

This agreement may be modified upon the mutual written consent of the Parties involved.

Termination

The terms of this agreement, as modified with the consent of both Parties, will remain in effect for 5 years upon signature by both Parties. The agreement may be extended or renewed by mutual written agreement of the Parties every five years. Either Party upon 30 day's written notice to the other Party may terminate this agreement.

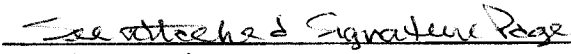
VII. Frequencies

Authorization to Operate Mobile Transmitter on New Mexico State Police assigned frequencies and under the State Mobile License.

This letter authorizes you to operate your communications room radios and mobile units on the frequency list below:

Mobile & Portables:	Receive Freq.	PL	Transmit Freq.	PL
LEN	155.550	127.3	155.370	127.3
LEN Las Cruces D4	155.910	CSQ	156.150	123.0
DISTRICTS				
1,3,12	155.565	127.3	155.655	127.3
2,10,11	155.580	127.3	155.685	127.3
4,5,9	155.520	127.3	155.535	127.3
6,7,8	155.790	127.3	155.730	127.3
Tesuque D/L	155.565	127.3	155.655	110.9
Rabbit District	155.790	127.3	155.730	110.9
Taos District	154.935	110.9	156.105	110.9
Statewide (CH4)	154.920	CSQ	154.920	127.3
Car to Car	155.555	127.3	155.555	127.3
Cuba Special	159.210	91.5	159.210	151.4

  
Chief Pete Kassetas,  
New Mexico Department of Public Safety

  
City of Santa Fe/EOD

MEMORANDUM OF UNDERSTANDING BETWEEN THE NEW MEXICO  
DEPARTMENT OF PUBLIC SAFETY AND CITY OF SANTA FE

IN WITNESS WHEREOF, the parties have executed this MOU on the date set forth below.

CITY OF SANTA FE:

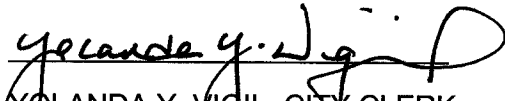


CITY MANAGER

DATE:

6/6/18

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
YV

APPROVED AS TO FORM:



5/23

CITY ATTORNEY

APPROVED:



6/5/18  
am

FINANCE DIRECTOR

Business Unit Line Item