



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** August 21, 2026

**TO:** Governing Body  
Finance Committee  
Quality of Life

**FROM:** Ben Valdez, Interim Chief of Police B. Valdez  
B. Valdez (Sep 10, 2026 10:13:32 MDT)

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### ITEM AND ISSUE:

Request for approval of the Inter-Governmental Service Agreement between New Mexico Department of Public Safety and the Santa Fe Police Department to participate in law enforcement data sharing. Ben Valdez, Interim Chief of Police, [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov), 505-955-5040.

### BACKGROUND AND SUMMARY:

The New Mexico Department of Public Safety (DPS) Intelligence Led Policing (ILP) Data Lake Service (DLS) is an integration of data sources from DPS and participating external law enforcement agencies into a single Data Lake. The DLS will have Data Governance down to the data level to ensure data is protected per CJIS, DPS, and external agency requirements.

Analytical reporting will be performed with cutting-edge data analytics and data visualization tools that will be provided as part of the ILP system. Agencies will also be able to utilize the analytic tools they have already adopted individually to connect to the DLS. Governance rules will be applied to both methods that ensure sensitive data is protected. The following five permitted types of users of the ILP DLS have been identified:

- Officers in the field responding to a crime
- Investigators, detectives, and agents
- Area or District commanders
- Agency Leadership, Chiefs, Sheriffs, etc.
- Policy decision-makers

The DLS will facilitate the analysis of vast amounts of data contained within multiple law enforcement agency systems across New Mexico including Record Management Systems (RMS), Traffic and Citation Systems (TraCS), and Computer Aided Dispatch (CAD) systems. Integration of this data can provide critical insights and intelligence to increase public safety. DPS and law enforcement agencies across New Mexico maintain essential data in these multiple database systems. Data sharing between DPS' New Mexico State Police (NMSP) and other law enforcement agencies has been difficult due to the siloed nature of the data they collect. Integration of this data will provide participating agencies with significantly improved intelligence to improve public safety and reduce crime in communities throughout New Mexico.

Sharing of data between the Parties improves cross-jurisdictional cooperation of law enforcement and benefits public safety efforts in the region.

### ACTION REQUESTED:

The Santa Fe Police Department respectfully requests your review and approval of the Inter-Governmental Service Agreement between New Mexico Department of Public Safety and the Santa Fe Police Department to participate in law enforcement data sharing.

**INTER-GOVERNMENTAL SERVICE AGREEMENT  
BETWEEN  
NEW MEXICO DEPARTMENT OF PUBLIC SAFETY  
AND  
SANTA FE POLICE DEPARTMENT  
26-79000-9200-IGSA0017**

**THIS AGREEMENT** is entered into by and between the **NEW MEXICO DEPARTMENT of PUBLIC SAFETY**, hereinafter referred to as "DPS", and **SANTA FE POLICE DEPARTMENT**, hereinafter referred to as the "Entity" and collectively "the Parties".

**WHEREAS**, DPS Intelligence Led Policing (ILP) Data Lake Service (DLS) is an integration of data sources from DPS and participating external law enforcement agencies into a single Data Lake. The DLS will have Data Governance down to the data level to ensure data is protected per CJIS, DPS, and external agency requirements. Analytical reporting will be performed with cutting-edge data analytics and data visualization tools that will be provided as part of the ILP system. Agencies will also be able to utilize the analytic tools they have already adopted individually to connect to the DLS. Governance rules will be applied to both methods that ensure sensitive data is protected. The following five permitted types of users of the ILP DLS have been identified:

- Officers in the field responding to a crime
- Investigators, detectives, and agents
- Area or District commanders
- Entity Leadership, Chiefs, Sheriffs, etc.
- Policy decision-makers

**WHEREAS**, DPS has partnered with Peregrine Technologies (Peregrine) to access the data in the DLS for analytics, dashboards, and reporting. DPS has acquired licensing from Peregrine for any agency that would prefer to use the DPS tool to access the data. Entities will also be able to utilize the analytic tool they have already adopted; and

**WHEREAS**, the DLS will facilitate the analysis of vast amounts of data contained within multiple law enforcement agency systems across New Mexico including Record Management Systems (RMS), Traffic and Citation Systems (TraCS), and Computer Aided Dispatch (CAD) systems. Integration of this data can provide critical insights and intelligence to increase public safety. DPS and law enforcement agencies across New Mexico maintain essential data in these multiple database systems. Data sharing between DPS' New Mexico State Police (NMSP) and other law enforcement agencies has been difficult due to the siloed nature of the data they collect. Integration of this data will provide participating agencies with significantly improved intelligence to improve public safety and reduce crime in communities throughout New Mexico; and

**WHEREAS**, sharing of data between the Parties improves cross-jurisdictional cooperation of law enforcement and benefits public safety efforts in the region; and

**WHEREAS**, the Parties intend to establish protocols by which data will be shared across agencies; and

**WHEREAS**, Entity intends to share their RMS, TraCS, and CAD data with DPS through the DPS DLS. DPS will use Peregrine software to access the data covered in this agreement. The Peregrine software platform provides the ability to share data between Peregrine platform users governed by permission control within the DLS as well as by DPS and Entity. Entity can also utilize their own analytical tools to access data, although governance will be controlled through DPS DLS.

**NOW THEREFORE**, in consideration of the promises and mutual obligations herein, the parties hereto do mutually agree as follows:

## **1. GENERAL PROVISIONS**

### **A. Sharing of Information**

The Parties will share data through DPS-approved connectors of their existing RMS, TraCS, and CAD data per the data schema agreed upon by both parties. Each Entity authorizes the mutual sharing of their DPS DLS hosted information with one another, as permitted by applicable New Mexico and federal law. Enabled access per the governance identified shall be set within the DPS DLS. The DLS governance will provide granular access controls that shall enable each party to conceal information based on the record type, (e.g. Evidence, Person, or Vehicle), or the record's properties (e.g. Case Number, Name, or Phone Number), and any combination thereof. An Entity that does not want certain information made available to any other agency is responsible for ensuring that the information is not made available for data sharing.

### **B. Limitation on Information Sharing**

Parties shall only share or release information with authorized employees who have an approved login and password to the DPS DLS ("Authorized Users") and who have a need and/or right to know said information under this agreement.

## **2. INFORMATION OWNERSHIP RIGHTS**

### **A. Ownership**

Each Entity retains ownership of all data and is responsible for creating, updating, and deleting data according to its own retention policies. Entity shall make reasonable efforts to ensure the completeness and accuracy of its data. Information owned, created, or originated by Entity constitutes the record of Entity alone and not of any other agency.

### **B. Release of Information (public records requests, subpoenas, and court orders):**

Entities receiving public records requests, subpoenas, or court orders for DPS DLS hosted information that is not owned, created, or originated by that Entity shall refer the requestor to the law enforcement agency that originated the requested information ("Source Agency").

### **C. Licenses**

The Party utilizing NMDPS DLS' analytic tool is solely responsible for complying with the

terms of its own contract with Carahsoft/Peregrine and for maintaining and paying for any licenses necessary to cover access. Agencies that have their own licenses with Peregrine they need to maintain their own licenses.

**3. DPS SHALL:**

**A.** Host, integrate, and maintain the DLS for data sharing between participating agencies; and

**B.** Allow each agency to access data per the user rights identified through the licensed Analytical tool provided by DPS or through the Entity's analytical tool, subject to the terms and conditions described in this agreement. Access to another Party's data will be determined by governance and access rights. No data may be added, modified, deleted, or altered in any way other than by the original data owner. Access will be limited pursuant to the governance policies of the DLS of the data; and

**C.** **Not** charge or impose costs for DLS access; and

**D. Provide** the option for Entity to utilize its existing analytical tool, if any, to access the data, per governance policies, or request licenses of analytical tools used by NM DPS; and

**E. Provide Audit Trail**

Each action taken by an Authorized User (such as, but not limited to Searches, Downloads, Shares, and Views) must be logged into the DPS DLS platform in an audit trail of Authorized User actions. Any requests for the audit logs of transactions taken in the DPS DLS platform made by Authorized Users, parties internal to the agency (such as, but not limited to Internal Affairs personnel, supervisory personnel, or Records staff), or parties external to the agency (such as, but not limited to the Entity's City Council) shall be made in writing to the Entity Manager, who shall provide the logs to the requesting party within a reasonable amount of time and in accordance with applicable laws. Each Entity Manager (or their designees) will conduct routine reviews of all audit information to confirm that interagency data sharing maintains compliance with their Agencies' policies. The frequency and content of these reviews will be determined by each Entity Manager, based on relevant applicable New Mexico law; and

**F. Process Suspension of Access**

A Party may request DPS temporarily suspend another Party's access to the DLS for failure to comply with the terms of this agreement. Suspension requests will be processed in accordance with guidelines and procedures determined by the Governance Committee; and

**G. Establish a Governance Committee**

A Governance Committee will be formed and contain voting members from DPS leadership, and law enforcement agency leadership representing non-DPS agencies. The Governance Committee will also include non-voting members from participating business partners. The Governance Committee will be responsible for governance policies and procedures, including but not limited to, review and decision of compliance, suspensions, access, and any other specifics to governance policies and procedures of the DLS.

**4. THE ENTITY SHALL:**

**A. Comply with Login Application Process**

Each Entity's Chief of Police/Sheriff shall designate an Authorized User with administrative privileges to govern the Entity's data-sharing policy ("Entity Manager"). The Entity Manager is responsible for managing permissions and access regarding inter-agency data sharing for each Authorized User. Each Entity agrees that Authorized Users will be limited to current employees who are legally authorized to review criminal history data for crime prevention and detection purposes. Each potential user shall submit a request for a login and password to the Entity Manager or their designee. The Entity Manager shall have the sole discretion to deny or revoke individual access for their respective agency; and

**B. Make Login Assignments**

Each Authorized User will be issued a user login and a password by the Entity Manager. Authorized Users may be assigned to groups that have varying levels of access rights based on their roles and functions within the Entity as well as the level of sensitivity or restriction applicable to different pieces of data or information; and

**C. Terminate Logins**

Each Entity Manager is responsible for the timely removal of any login accounts associated with Authorized Users who leave the Entity, no longer qualify for access to the NM DPS DLS platform, or are denied access by the Entity Manager for any other reason; and

**D. Comply with Intended Use**

The Parties agree that the use of the data contained in the DLS will be used solely for legitimate law enforcement purposes only, and may not be shared with any other person, group, or agency without the permission of the Party providing access. The Parties further agree that any reports or other documents shall be destroyed when no longer needed; and

**E. Comply with Limitations on Use of Logins**

Each Authorized User agrees that DPS DLS hosted data is to be used solely for law enforcement purposes and in accordance with applicable laws. Authorized Users shall not use or share the information for any unethical, illegal, criminal, commercial, or otherwise unauthorized purpose; and

**F. Maintain CJIS Compliance**

Each Entity and all Authorized Users shall comply with the U.S. Department of Justice Criminal Justice Information Services Security Policy ("CJIS Security Policy"), including any revisions to the Policy that may be implemented after the Effective Date of this MOU.

5. **THE ENTITY MAY** choose to utilize its existing analytical tool, which must comply with the governance rules set within the DLS.

**6. CONFIDENTIALITY OF INFORMATION**

**A. Information Confidentiality**

Data in NM DPS DLS is confidential and is not subject to public disclosure, except as required by law. Only Authorized Users are allowed to view and use the information in an account. Otherwise, the information shall be kept confidential for the purpose of not compromising active investigations or undercover operations, or otherwise jeopardizing officer or public safety, or the Entity's ability to perform its duties.

**B. Internal Requests for Information**

An Authorized User who receives a request from a non-authorized requestor for information in an NM DPS DLS account shall not release that information but shall instead refer the requestor to the Source Agency.

**C. Removal or Editing of Records**

Entities shall determine their own schedule for record deletion and other edits to their own data, as required by law. This will be determined by policy and/or legal requirements under applicable law.

**D. Statistical Data Runs**

No agency will be allowed to run statistics from the DLS for a single agency other than their own. This does not preclude agencies from running combined statistics from the DLS across multiple agencies within one report, so long as individual agencies are not identified in the report. DPS will not be allowed to provide any external agency with statistical data from the DLS on any individual agency except for DLS data originating from DPS or New Mexico State Police. This does not preclude DPS from providing appropriate external bodies with statistics aggregated from the DLS across multiple agencies so long as individual agencies are not identified in the statistics. The ILP systems, including the DLS, will be designed and developed to enforce these and other parameters consistent with the ILP data governance policies determined by the Governance Committee.

**7. THIRD PARTY BENEFICIARY CLAUSE**

The parties specifically agree that this agreement is not intended to create in any way a third-party beneficiary in the general public or any member thereof or to authorize anyone not a party to the agreement to maintain a suit for wrongful death, bodily and/or personal injury to a person, damage to property, and/or any other claim(s) whatsoever.

**8. ASSIGNMENT**

Neither party shall assign or transfer any interest in this agreement without prior written approval of the other party

**9. RECORDS AND AUDIT**

The Entity and DPS agree to maintain all books, documents, papers, accounting records and other evidence pursuant to this agreement and to make such materials available at their respective offices at all reasonable times for four (4) years, or as otherwise required by law.

#### **10. RELEASE**

The Parties agree to not purport to bind the other to any obligation not assumed herein by the other, unless the party has given express written authority to do so, and then only within the strict limitations of that authority.

#### **11. LIABILITY**

By entering into this agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico tort claims act, sections 41-4-1, *et seq.*, NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by the federal, state, local, or common law of the New Mexico tort claims act. The parties and their "public employees" as defined in the New Mexico tort claims act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this agreement modifies or waives any provision of the New Mexico tort claims act.

Any privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, and relief, disability, workers' compensation and other benefits which apply to the activity of the officers, agents or employees of either party to this agreement when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially.

#### **12. APPLICABLE LAW**

This agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the internal laws of the State of New Mexico without regard to principles of conflicts of laws.

#### **13. WAIVER OF JURY TRIAL**

To the extent permitted by law, the parties hereby irrevocably knowingly and expressly waive any right to trial by jury in any action or proceeding (a) to enforce or defend any rights under or in connection with this agreement or any amendment, instrument, document, or agreement delivered in connection herewith, or (b) arising from any dispute or controversy in connection with or related to this agreement and agree that any such action or proceeding shall be tried before a court and not before a jury.

#### **14. SCOPE OF THE AGREEMENT**

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

#### **15. CONSTRUCTION**

In construing this agreement, all headings and titles are for the convenience of the parties only and shall not be considered a part of this agreement. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

This agreement shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if all parties had prepared it.

#### **16. COUNTERPARTS**

This agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same agreement.

#### **17. NOTICES**

Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its address and facsimile number or email address set forth below, or such other address or facsimile number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by facsimile or email creating a written record of such notice and its receipt. Notices hereunder shall be addressed:

**To the Entity at:**

**Santa Fe Police Department**

Attn: Interim Chief Ben Valdez

Address: 2515 Camino Entrada

City, State and Zip code Santa Fe, NM 87507

Fax:

Email to: [bpvaldez@santafenm.gov](mailto:bpvaldez@santafenm.gov)

**To DPS at:**

New Mexico Department of Public Safety

Attn: CIO

4491 Cerrillos Rd.

Santa Fe, NM 87504  
Fax: 505-827-9231  
Email to: [CIO@dps.nm.gov](mailto:CIO@dps.nm.gov)

Each such notice, request or other communication shall be effective (i) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section and a confirmation of such facsimile has been received by the sender, (ii) if given by mail, five (5) days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other means, when delivered at the addresses specified in this Section.

## **18. AMENDMENT**

This agreement shall not be altered, changed, or amended except by an instrument in writing and executed by the parties hereto.

## **19. TERMINATION OF AGREEMENT**

This agreement shall remain and continue in full force and effect, subject to amendments, until either party has terminated their participation in this agreement pursuant to this agreement.

Either party's participation in this agreement may be terminated by written notice from such party to the other party at least one hundred eighty (180) days prior to the effective date of the notice.

## **20. SEVERABILITY**

If a one or more of the provisions contained in this agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been a part hereof.

## **21. EFFECTIVE DATE**

This agreement shall be in full force and effect upon the date of last signature of the parties.

## **22. AUTHORITY**

Each person signing this agreement represents that they have been authorized to enter into this agreement on behalf of their respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement which becomes effective as of the date of the last signature below.

**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jason R. Bowie, Cabinet Secretary or designee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Prakash Bhakta, Chief Information Officer or designee

By: \_\_\_\_\_ Date: \_\_\_\_\_  
P.J. Griego, Deputy ASD Director, Acting Chief Financial Officer

**Reviewed for legal form and sufficiency**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Julie Gallardo, Acting Chief Legal Counsel

CITY OF SANTA FE:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**[Enter Entity Contact]**

ATTEST:

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GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

*Christopher W. Ryan*  

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Christopher W. Ryan (Aug 6, 2025 15:52:12 MDT)

CHRIS RYAN, SENIOR ASSISTANT CITY ATTORNEY

# SFPD\_-\_IGSA\_26-79000-9200-IGSA0017\_3759

Final Audit Report

2026-08-06

|                              |                                                        |
|------------------------------|--------------------------------------------------------|
| Created:                     | 2026-08-06                                             |
| By:                          | MATTHEW HARDING (mrharding@santafenm.gov)              |
| Status:                      | Signed                                                 |
| Transaction ID:              | CBJCHBCAABAArSA7cKGRt7Tn0gxZhdHjTDLZgLaWbmIL           |
| Documents:                   | SFPD_-_IGSA_26-79000-9200-IGSA0017_3759.pdf (10 pages) |
| Number of Documents:         | 1                                                      |
| Document page count:         | 10                                                     |
| Number of supporting files:  | 0                                                      |
| Supporting files page count: | 0                                                      |

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-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)  
2026-08-06 - 9:37:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Chris Ryan (cwryan@santafenm.gov) for signature  
2026-08-06 - 9:38:13 PM GMT
-  Email viewed by Chris Ryan (cwryan@santafenm.gov)  
2026-08-06 - 9:49:21 PM GMT- IP address: 104.47.64.254
-  Signer Chris Ryan (cwryan@santafenm.gov) entered name at signing as Christoher W. Ryan  
2026-08-06 - 9:52:10 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Christoher W. Ryan (cwryan@santafenm.gov)  
Signature Date: 2026-08-06 - 9:52:12 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Agreement completed.  
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# NMDPS Data Sharing Memo

Final Audit Report

2026-09-10

|                              |                                                                                                         |
|------------------------------|---------------------------------------------------------------------------------------------------------|
| Created:                     | 2026-09-10                                                                                              |
| By:                          | TARA RICO (trrico@santafenm.gov)                                                                        |
| Status:                      | Signed                                                                                                  |
| Transaction ID:              | CBJCHBCAABAAIVjkKBIMtuo4N3WrrYNHLvfDms777g4j                                                            |
| Documents:                   | NMDPS Data Sharing Memo.doc (1 page)<br>SFPD_-_IGSA_26-79000-9200-IGSA0017_3759 - signed.pdf (11 pages) |
| Number of Documents:         | 2                                                                                                       |
| Document page count:         | 12                                                                                                      |
| Number of supporting files:  | 0                                                                                                       |
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-  Document created by TARA RICO (trrico@santafenm.gov)  
2026-09-10 - 4:07:34 PM GMT- IP address: 63.232.20.2
-  Document emailed to bpvaldez@santafenm.gov for signature  
2026-09-10 - 4:09:16 PM GMT
-  Email viewed by bpvaldez@santafenm.gov  
2026-09-10 - 4:13:08 PM GMT- IP address: 104.47.64.254
-  Signer bpvaldez@santafenm.gov entered name at signing as B. Valdez  
2026-09-10 - 4:13:30 PM GMT- IP address: 107.126.26.1
-  Document e-signed by B. Valdez (bpvaldez@santafenm.gov)  
Signature Date: 2026-09-10 - 4:13:32 PM GMT - Time Source: server- IP address: 107.126.26.1 - Signature Appearance Selected: MOBILE\_TYPE
-  Agreement completed.  
2026-09-10 - 4:13:32 PM GMT