



Agenda

**Regular Meeting of the Quality
of Life Committee
September 2, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue**

Procedures for Quality of Life Committee Meeting

Viewing: *If the relevant technology is available to record the meeting in City Hall,* members of the public may stream the meeting live on the [City of Santa Fe's YouTube channel](#). The YouTube live stream can be accessed from most smartphones, tablets, or computers.

The video recording, *if created*, of this and all past meetings of the Governing Body will also remain available for viewing at any time on the [City's YouTube channel](#). Staff is available to help members of the public access pre-recorded Governing Body meetings online at any time during normal business hours. Please call 955-6521 for assistance.

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
 - a. FY26 Immigration Committee Funding Report (Kristen Woods, Youth and Family Services Program Manager; krwoods@santafenm.gov)
6. Public Comment
7. Action Items: Consent Agenda
 - a. Request for Approval of the August 19, 2026, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026

- b. Request for Approval of a General Services Contract with OverDrive, Inc, for a Total Amount of \$350,000 for the Purchase of Digital Content Services for a Two-Year Term. (Margaret M. Neill, Library Division Director; mmneill@santafenm.gov)

Committee Review:

Quality of Life Committee
September 2, 2026
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Quality of Life Committee: 09/02/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- c. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$1,295,987 from FY26 to FY27 to Re-Appropriate Funding for Continuation of Support Key Workforce Development, Community Partnerships, and Operational Activities. (Loretta Olguin, Business Operations Manager; Isolguin@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- d. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of \$5,295,431 from FY26 to FY27 to Re-Appropriate Funding to be Allocated for Homelessness Services. (Kristen Woods, Program Manager; krwoods@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- e. Request for Approval of a Budget Adjustment Request (BAR) to Re-Appropriate Funding from FY26 to FY27 in the Amount of \$493,179 for the Human Services Committee Grantee Contracts to Provide Navigation and Safety Net Services. (Christa Hernandez, Program Manager; chernandez@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- f. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of \$147,815 from FY26 to FY27 to Re-Appropriate Funding to be Allocated for Children and Youth Commission Funded Activities. (Sierra Vigil-Trujillo, Youth and Family Services Program Manager; svtrujillo@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- g. Request for Approval of Title III Federal and State Sub-Award #2026-27-60026 for Services with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging for Providing Services for the Division of Senior Services In Home Support, Nutrition, and Transportation Programs in the Total Amount of \$780,867 through June 30, 2027. (Manuel Sanchez, Senior Services Division Director; mnsanchez@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- h. Request for Approval of a Memorandum of Understanding with the New Mexico Department of Homeland Security and Emergency Management to Support Executive Order 2025-358 with Police Personnel and Resources to Address Crimes Related to Drug Trafficking, Violent Crimes and Public Safety Threats. (Ben Valdez, Interim Chief of Police, bpvaldez@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) In the Total Amount of \$750,000 from the Department of Finance Authority to the Police Overtime, Inventory Exempt Equipment and Equipment & Machinery NonExempt Accounts.

Committee Review:

Quality of Life Committee: 09/02/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- i. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$4,059,012 from FY26 to FY27 to Re-Appropriate Funding for the Affordable Housing Trust Fund and General Fund Affordable Housing Grants and Services. (Christina Browning, Project Administrator: cxbrowning@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- j. Request for Approval of Amendment No. 4 to Professional Services Contract Item #22-0266 with Ciber Pathway, Inc. to Increase Compensation by \$893,535, for a New Total Amount of \$6,971,651.60, and Extend the Term through June 13, 2027, for Tyler Munis and Payroll Support Services. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- k. CONSIDERATION OF RESOLUTION NO. 2026-_____. (Councilor Alma Castro and Councilor Patricia Feghali)
A Resolution Approving the Updated Santa Fe Trails Agency Safety Plan and

Quality of Life Committee

September 2, 2026

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Directing its Submission to the Federal Transit Administration. (Gabrielle Chavez, Transit Director of Administration; gnchavez@santafenm.gov)

Committee Review:

Governing Body (Introduced): 08/26/2026

Public Works and Utilities Committee: 08/31/2026

Quality of Life Committee: 09/02/2026

Governing Body: 09/09/2026

- I. Request for Approval of Grant Agreement with New Mexico Department of Homeland Security and Emergency Management in the Total Amount of \$1,627,372 for the Fire Protection Fund through June 30, 2027. (Scott Ouderkirk, Interim Fire Chief, slouderkirk@santafenm.gov and Mario Risso, Assistant Fire Chief, mdrisso@santafenm.gov)

1. Request for Approval of a Budget Amendment Resolution (BAR) to recognize and appropriate the Total Amount of \$1,627,372 in Fire Protection Fund revenue within the Santa Fe Fire Department's FY27 budget.

Committee Review:

Quality of Life Committee: 09/02/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

8. Action Items: Discussion Agenda
9. Executive Session
10. Matters from Staff
11. Matters from the Committee
12. Matters from the Chair
13. Next Meeting: Wednesday September 23, 2026
14. Adjourn

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



Immigration Committee Presentation Quality of Life Committee

Context for This Work

The Youth and Family Services Division was awarded One Time Funds totaling \$250,000. Contracts were awarded as follows:



Las Cumbres – Direct Services	\$60,000
Las Cumbres – Workshops	\$50,000
New Mexico Immigrant Law Center – Community Education	\$50,000
New Mexico Immigrant Law Center – Legal Services	\$60,000
New Mexico Immigrant Law Center – Toolkit	30,000

Immigration Committee

The Immigration Committee meets in person the second Monday of each month, with Spanish-English interpretation provided at all meetings.

The Staff Liaison to the Committee is Liz Camacho, and the Board Chair is Ivan Cornejo.

2026 meetings are well underway; Mayor Garcia attended during his first two weeks as Mayor.





Las Cumbres

Community Services

Community Education and Workshop Series for Immigrants

Term Ending: June 30, 2026

Amount: \$50,000

Scope: Provide a Community Education and Workshop series to equip immigrants with knowledge about their rights, available services, and pathways to wellness through the following:

- Know Your Rights Sessions led by legal experts ensuring immigrants understand workplace protections, housing laws, and legal aid options.
- Wellness and Mental Health Workshops, addressing trauma recovery, stress management, and culturally appropriate coping strategies.
- Navigation Training for Social Services, assisting immigrants in accessing housing, healthcare, food security, and employment resources.
- Community Safety and Emergency Preparedness, providing practical guidance on interacting with law enforcement, protecting personal documents, and planning for emergencies.

Community Education and Workshop Series for Immigrants

Deliverables:

- Prepare and submit invoices for program expense reimbursement with backup documentation.
- Coordinate data entry and data tracking to account for progress and achievements and outcome performance measurements including the following:
 - Attendance tracking
 - Number of workshops delivered
 - Number of total participants receiving training
 - Pre/post surveys to assess participants' knowledge gains and confidence in navigating resources.
 - Percentage of participants reporting improved knowledge and understanding.
 - Testimonials to gather qualitative feedback on the usefulness of sessions.
 - Tracking Referrals and Service Linkages
 - Percentage of participants reporting improved access to legal, housing, or health services within 30 days of attending a workshop.
 - Percentage of participants reporting satisfaction with trainings and practical benefit.

Direct Services for Immigrants

Term Ends: June 30, 2026

Amount: \$60,000

Scope: Provide the following direct services to 60 clients from all immigrant populations, regardless of legal status, country of origin, language, or background.

- **Comprehensive Navigation Services**
 - One-on-one support to assist immigrants in navigating legal processes, accessing social services, and building long-term stability.
- **Mental Health and Wellness Support**
 - Connecting immigrants with trauma-informed mental healthcare, peer support groups, and culturally responsive mental health resources.
- **Legal Navigation Assistance**
 - Guidance on asylum, work permits, family petitions, and protection from deportation, in partnership with legal aid organizations.
- **Economic and Housing Stability Services**
 - Support accessing housing resources, emergency assistance, food security programs, and workforce development opportunities.
 - Financial assistance for clients facing immediate threats to safety and stability, including risk of eviction, food insecurity, utility disconnection, and basic needs for children.

Direct Services for Immigrants

Deliverables:

- Prepare and submit invoices for program expense reimbursement with backup documentation.
- Coordinate data entry and data tracking to account for progress and achievements and for outcome performance measurements including the following:
 - Case Management and Service Utilization Tracking
 - Number of immigrants receiving navigation services
 - Number of navigation services provided
 - Client Surveys and Feedback Forms
 - Referral Tracking
 - Percentage of clients reporting increase access to legal, mental health, and community resources
 - Economic and Housing Stability Metrics
 - Percentage of clients retaining/securing stable housing and/or employment, addressing food insecurity, and other basic needs
 - Percentage of enrolled clients accessing Emergency Discretionary Funding (EDF) to avert a critical risk factor
- Complete check-ins with City staff as requested.



Immigrant Related Education Workshops and Service Provider Training

Term Ends: June 30, 2026

Amount: \$50,000

Scope: Provide Community Education Workshops covering the following topics:

- Immigrant rights
- Safety planning
- Accessible community resources
- Addressing emerging threats
- Crisis response strategies

- Provide Service Provider Training to ensure that local service providers, such as social workers, healthcare providers, and educators are well-prepared to support immigrant families effectively during crises. The curriculum will be designed for the needs of the community partners and may include:
- Preparedness for immigration enforcement actions
- Legal rights education
- Comprehensive family preparedness planning
- Any other specific topics requested by service providers such as guidance on helping families obtain passports, establishing power of attorney for children, and strategies for asset protection.

Deliverables:

- Prepare and submit invoices for program expense reimbursement with backup documentation quarterly for trainings conducted at a rate of \$5,000 per training.
- Submit event flyer or other proof such as emails with partners that demonstrate training dates as evidence of progress towards deliverables.

Legal Aid to Immigrant Children and/or their Parents

Term Ends: June 30, 2026

Amount: \$60,000

Scope: Provide comprehensive immigration legal services to immigrant children and/or their parents in Santa Fe who are at risk of family separation or facing deportation, by addressing multiple interconnected legal needs including:

- Deportation defense
- Special Immigrant Juvenile Status (SIJS) application
- Family court petitions
- Other urgent immigration legal aid

Deliverables:

- Provide legal representation to 15 clients at a rate of \$4,000 per individual.
- Complete check-ins with City staff as requested.

Development of a Comprehensive Santa Fe-Specific Immigrant Toolkit

Term Ends: June 30, 2026

Amount: \$30,000

Scope: Create a comprehensive Santa Fe-specific toolkit tailored for educators, immigrant students, and their families to address the following:

- Equip educators, students, and families with clear explanations of their legal rights related to immigration enforcement, detention, and deportation.
- Leverage the collective expertise of specialized legal and community partners to integrate critical family law guidance unique to New Mexico, addressing kinship guardianship, caregiver affidavits, and power of attorney, which are essential for maintaining family stability and continuity of care in cases of parental detention or deportation.

Deliverables:

- Prepare and submit draft of the toolkit with invoice for program expense reimbursement.



City of Santa Fe Toolkit Update

April 2026 Progress Report



IMMIGRANT
and REFUGEE
SERVICES


Las Cumbres
Community Services



REFUGEE SERVICES

Serving immigrant and refugee populations in New Mexico: providing trauma-informed, culturally responsive support to individuals and families from every background, regardless of immigration status

Santuario del Corazón

Resource navigation, immigration legal services, and mental health for immigrant families in trauma; the Santa Fe Welcome Center - Zero-barrier hub for direct services and community connection

STAR Program

Trauma-informed mental health & wellness support for refugees

WINGS Program

Case management, immigration legal services, mental health, medical care and care coordination, and community integration for survivors of torture and their families

A TWO-Track Investment

In FY26, Las Cumbres is partnering with the City of Santa Fe under two complementary contracts to walk alongside immigrant families

Direct Services

Comprehensive navigation, mental health, legal support, and emergency financial assistance for clients and family members

Community Education & Workshops

Educational trainings across four topic areas for immigrant community members

Training offerings for providers covering trauma-informed practice, immigrant and refugee contexts, and practitioner self-care



Direct Services

- 1 Comprehensive Navigation**
One-on-one family navigation; legal processes, social services, and long-term stability
- 2 Mental Health & Wellness Support**
Trauma-informed care, peer support, and culturally responsive mental health resources
- 3 Legal Navigation Assistance**
Asylum, work permits, family petitions, and protection from deportation
- 4 Economic & Housing Stability**
Emergency Discretionary Funds for rent, utilities, food security, and basic needs

**47 individuals
+ 71 family members
total: 118 individuals**

Clients Served

*Goal: 24 individuals
+ 36 family members*

1,058

Navigation Services Provided

*Goal: 540+
(bi-weekly, 45 weeks)*

100%

**Clients Accessing Legal, MH
& Community Resources**

Goal: 85%+

100%

**Clients Maintaining/Securing
Housing, Employment & Basic Needs**

Goal: 85%+

100%

**Clients Receiving
Emergency Discretionary Funds**

Goal: 75%+

133
individuals

Received Immigration Legal
Services

369

Food Boxes Provided to:

1,386
individuals



Community Education & Workshops

Know Your Rights

Understanding your rights if approached by immigration authorities; including what to say, what not to say, and how to protect yourself and your family

Community Safety & Preparedness

Guidance on interacting with law enforcement, protecting personal documents, and planning for emergencies

Social Services Navigation

Assistance in how to access housing, healthcare, food security, and employment resources

Wellness & Mental Health

Trauma recovery, stress management, health and wellness, English classes

All sessions multilingual, co-facilitated with bilingual experts and community leaders



Community Education & Workshops | Progress to Date

78

Workshops Delivered

*Goal: 20+ sessions
across locations & formats*

221

**Total Participants
Receiving Training**

Goal: 220

100%

**Participants Reporting Improved
Knowledge & Understanding**

Goal: 90%+

83%

**Participants Reporting
Improved Access to Services**

*Goal: 60%+
(within 30 days of workshop)*

100%

**Participants Reporting
High Satisfaction**

Goal: 85%+

LOOKING AHEAD

Through June 2026

1

Continue direct services

Maintain family navigation services and wraparound support for all enrolled and walk-in clients through contract end

2

Complete workshop series

Deliver remaining sessions across all four topic areas; complete pre/post survey data collection

3

Final evaluation & impact report

Compile outcome data, client feedback, and referral tracking for final evaluation report to the City of SF

4

Sustainability planning

Community Education curriculum to be integrated into ongoing SDC and Welcome Center programming beyond FY26





Thank You

julia.montany@lccs-nm.org

505.819.1643



IMMIGRANT
and REFUGEE
SERVICES



Las Cumbres
Community Services

NMILC Services

- Direct Representation:
 - Survivors of crimes, including domestic violence, trafficking, etc.
 - Abandoned, abused, or neglected children
 - Asylum seekers and people detained by ICE
 - Economic justice concerns (professional licensure and immigrant business issues)
- Pro se services:
 - Citizenship and green card renewals
 - DACA renewals
 - Asylum applications and work permit applications
- Education Programs:
 - Community trainings
 - ICE detention presentations

Legal Services and Community Education in city of Santa Fe



During the period of January 2025-December 2025, NMILC delivered a range of legal and educational services to community members through safety-net and navigation activities, including:
Individual immigration legal consultations and case assistance

- Community education: “Know Your Rights” presentations, Immigration 101, Humanitarian visas
- Family preparedness planning and resource development
- Navigation support to help community members access legal services
- Direct representation on their immigration case

This means NMILC:

- Directly represented 204 individuals in an immigration case
- Supported in 18 work permits submission
- Provided navigation services to 16 clients
- 913 individuals attended educational presentations

Partners we have trained:

- CONNECTSF
- Communities in Schools
- Growing Up NM
- Sky Center
- Solace
- ECCOE
- Santa Fe Spanish speaking Church
- Several small businesses

Family Preparedness Toolkit

To further support immigrant families and their school communities during periods of policy uncertainty, NMILC developed a Family Preparedness Toolkit with funding from the City of Santa Fe and in collaboration with local legal experts in immigration and family law like Pegasus and pro-bono attorney Julia Barnes.

- This resource provides help to students, and families with clear information on their legal rights related to immigration, specific to the New Mexico context, and supports them to plan for potential immigration-related emergencies.
- The Toolkit, which is comprised of a guide and a user-friendly workbook includes guidance on: Family safety planning, important document preparation, caregiver designation planning, and accessing legal and community resources.
- Partners we have trained/shared toolkit:
 - Communities in Schools
 - Las Cumbres
- Scheduled to train
 - ECCOE
 - Growing Up NM

Family Preparedness Toolkit



Key goal: To ensure families are prepared and informed to respond to legal or emergency situations, such as detention or deportation.

- The Family Preparedness toolkit is a set of tools, guidelines and strategies that a family can implement in the event of an emergency.
 - These tools can be used before and after detention/interaction with ICE
 - Two part toolkit: Guide and workbook
- It includes both legal strategies (know your rights, access to legal aid) and practical steps (communicating with family members, organizing documents).

Components of the plan:

- Family emergency contacts (including legal and medical contacts), template
- Childcare and guardianship plans, templates
- Complete document list to gather (e.g., IDs, immigration papers, family medical records)
- Information on looking up family member that was detained

Two Part Toolkit

Sections in the Guide

- Know your rights
- Trauma informed practices
- Drafting a Plan
- What happens when parents are detained
- Information on looking up a detained person
- Expedited removal
- Annotated POA, Caregiver Affidavit, Parental Consent forms for KG
- Reunification and adoption information

Sections in the Workbook

- Complete document list
- Template for gathering important information
- Template Caregiver Affidavit
- Template Power of Attorney
- Template Travel Consent for Minor Children
- Parental Consent forms for KG

EXAMPLES



This power of attorney is valid only for 6 months after signed.

This form is filled out by one of the parents, only needs to sign

Power of Attorney

Use of this Power of Attorney is authorized by the Uniform Probate Code (NMSA §45-5-104).

Instructions: A parent or a guardian of a minor or an incapacitated person, by an acknowledged power of attorney, may delegate to another person, for a period not exceeding six months, any of the parent's or guardian's powers regarding care, custody or property of the minor child or protected person, except the power to consent to marriage or adoption of a minor protected person.

Your full name

I, ex. Olivia Luz Gonzalez Garcia declare that I am the Parent and/or Legal Guardian of ex. Jose Luis Chacon Gonzalez, Maria Luz Chacon Gonzalez

List full names of your children

who is a/are

Minor Child(ren).

Full name of your child

Date of birth mm/dd/yyyy

The date of birth of ex. Jose Luis Chacon Gonzalez (minor child) is ex. 04/01/2015.

The date of birth of ex. Maria Luz Chacon Gonzalez (minor child) is ex. 09/17/2017.

The date of birth of _____ (minor child) is _____.

The date of birth of _____ (minor child) is _____.

The date of birth of _____ (minor child) is _____.

The date of birth of _____ (minor child) is _____.

Caregiver must be at least 18 years old

Date of birth of caregiver mm/dd/yyyy

Full name of chosen caregiver

Pursuant to NMSA §45-5-104 I hereby delegate to ex. Karina Sol Reyes Martinez (caregiver) whose date of birth is ex. 06/27/2007 the right to make legal decisions for the above above named minor child(ren) for a period not to exceed six (6) months from the date

☐ of the signing of this document

☐ that I am detained or deported by Immigration and Customs Enforcement.



Power of Attorney

I declare under penalty of perjury under the laws of the State of New Mexico that the foregoing is true and correct.

Only sign in front of a notary

Date of signature mm/dd/yyyy

Parent Signature

Notary fills out this section

Date

State of New Mexico

County of _____

The foregoing was subscribed, sworn to and acknowledged before me this _____ day of _____, 20____, by _____.

My commission expires: _____

Notary Public

Annotated Power of Attorney

Only one caregiver needs to sign.
For multiple caregivers, each one
must fill out a separate form

Caregiver signs
this document

CAREGIVER'S AUTHORIZATION AFFIDAVIT

Use of this affidavit is authorized by NMSA 1978 § 40-10B-15.

Instructions:

- A. Completion of items 1-4 and the signing of the affidavit is sufficient to authorize enrollment of a minor(s) in school and authorize school-related medical care.
- B. Completion of items 5-8 is additionally required to authorize any other medical care.

Print clearly:

Add full name & date of birth-
(mm/dd/yyyy) for each child

The minor(s) named below lives in my home and I am 18 years of age or older.

- Name of minor(s): Jose Joel Garcia Tavaréz (04/23/2020)
Gisell Joely Garcia Tavaréz (05/04/2015)
- Minor's birth date: _____
- My name: Lucia Maria Reyes Martinez
- My home address: 2345 Camino Rojo, Santa Fe NM 87507
- (x) I am a qualified relative (see back of this form for a definition of "qualified relative").
- Check one or both (for example, if one parent was advised and the other cannot be located):
() I have advised the parent(s) or other person(s) having legal custody of the minor(s) of my intent to authorize medical care, and have received no objection.
(x) I am unable to contact the parent(s) or other person(s) having legal custody of the minor(s) at this time, to notify them of my intended authorization.
- My date of birth: _____
- My NM driver's license or identification card number: 123456789

Caregiver
full name

Select if you
have talked to
parents or not.
Notifying
parents is not
required

Only needed
to allow
certain
medical
care.

Caregiver date of
birth mm/dd/yyyy

This can come from multiple
items such as: drivers license, ID,
medicaid number, passport #

WARNING: Do not sign this form if any of the statements above are incorrect, or you will be committing a crime punishable by a fine, imprisonment, or both.

I declare under penalty of perjury under the laws of the State of New Mexico that the foregoing is true and correct.

Signature

Date

Notary fills out
this section

State of New Mexico

County of _____

The foregoing affidavit was subscribed sworn to and acknowledged before me this _____ day of _____, 20_____, by _____.

My commission expires: _____

Notary Public: _____

Only sign in front
of notary public



Annotated Caregiver Affidavit

4A-505. Parental consent to appointment of kinship guardian.

STATE OF NEW MEXICO

COUNTY OF _____
JUDICIAL DISTRICT _____

_____, Petitioner(s)

Child(ren)'s initials
ex. Jose Luis
Garcia= JLG

Name of Guardian #1

Name of Guardian #2

No. _____

IN THE MATTER OF THE KINSHIP GUARDIANSHIP OF

_____,¹ (a) Child(ren) (use initials only), and concerning

_____, Respondent #1,

_____, Respondent #2.

Full name of parent

PARENTAL CONSENT TO APPOINTMENT OF KINSHIP GUARDIAN

Name of child(ren)

I, _____ (name of parent), am the adoptive or biological parent of _____ (name(s) of child(ren)). I do hereby knowingly and voluntarily consent to the following: (select all that apply)²

Select if its temporary or permanent

☐ The appointment of Petitioner(s) as TEMPORARY kinship guardian(s) for no more than one hundred eighty (180) days.

Name of children

☐ The appointment of Petitioner(s) as PERMANENT kinship guardian(s).³

2. I understand that the purpose of the guardianship is to establish a legal relationship between _____ (child(ren)) and _____ (Petitioner(s)).

3. I agree that it is in the child(ren)'s best interests that Petitioner(s) be named as the child(ren)'s Kinship Guardian(s).

Name of guardian

4. I understand that while the guardianship is in effect, my parental rights will be suspended and Petitioner(s) will have all parental rights and duties of a parent except the right to consent to the adoption of the child(ren). Petitioner(s) will have the right to make all decisions about visitation and the health, education, and welfare of the child(ren) unless otherwise ordered by the court.

5. I understand that I might not have visitation and it may be up to Petitioner(s) if I have visitation with my child(ren).

6. I request to be notified of hearings in this case at the address listed below. I understand that I must notify the court of any changes in my address.

7. I understand that the court may require me to pay child support.



8. I understand that I do not have to sign this consent form, and that I have the right to appear in court to contest the guardianship.

9. I understand that I may withdraw this consent before the court enters an order granting the guardianship. I also understand that to withdraw my consent I must notify the court in writing.

10. I understand that if I desire at a later date to revoke the guardianship, I will have to petition the court using Form 4A-512 NMRA and will have to prove that the circumstances have changed and that revocation is in the child(ren)'s best interests.

Only sign in front of notary

Parent signs

Signature of Respondent-parent

Notary fills out this section

Address of parent

Address

Telephone number and email address

Phone # of parent

STATE OF NEW MEXICO

COUNTY OF _____

)

) ss

)

Acknowledged, subscribed and sworn to before me this _____ day of _____, _____ by _____, Respondent-parent.

Notary Public

My commission expires: _____

USE NOTES

1. Enter the initials of each child listed in the Petition to Appoint Kinship Guardian.

2. You may select either option or both options, depending on whether you consent to the appointment of a temporary kinship guardian or a permanent kinship guardian or both.

Annotated KG Consent

All the differences: Power of Attorney, Caregiver Affidavit & Kinship Guardianship



Caregiver's Authorization Affidavit	Minor Power of Attorney	Kinship Guardianship
Term • Up to 1 year.	Term • Up to 6 months. • Can specify the time.	Term • Indefinite. • Valid until court revocation of guardianship.
Parental Rights • No effect: Parents retain all rights.	Parental Rights • No effect: Parents retain all rights.	Parental Rights • Suspends all parental rights.
Parental Consent • Notice to parents, where contact is possible.	Parental Consent • At least one parent.	Parental Consent • Parents may consent, or it can be implied if they are unavailable.
Power & Duties • A caregiver has the authority to enroll in school and school related medical care. • A qualified relative can also authorize medical and dental care.	Powers & Duties • Only those powers specifically stated in the Power of Attorney. • Can be specific, such as "only for educational decisions," or can be broad, such as "for all parental decisions."	Powers & Duties • All those of a parent except consenting to adoption.
How to Execute • Signed by the caregiver in front of a Notary Public. • No court required.	How to Execute • Signed by a parent or legal guardian in front of a Notary Public. • No court required.	How to Execute • Parent may appoint, or adult caregiver can petition. • Requires a court order from a judge.

Additional Resources

- Apples eed Network Deportation Planning Manual: <https://deportationpreparation.org/>
- Women's Refugee Commission: <https://www.womensrefugeecommission.org/rights/gbv/resources/1409-resources-for-families-facing-deportation-separation>
- CLINIC Emergency Planning Guide: <https://www.cliniclegal.org/resources/protecting-your-community/clinic-emergency-planning-guide>
- United We Dream Preparedness Packet: <https://unitedwedream.org/resources/stay-ready-with-a-preparedness-packet/>
- Immigrant Legal Resource Center Preparedness Plan: <https://www.ilrc.org/resources/step-step-family-preparedness-plan>

Holistic services and supports:

Statewide New Mexico resources: <https://sharenm.org/nm-resources>

How To Reach Us



- Call (505) 247-1023, Mondays 1-5pm, Tuesdays-Fridays, 9am-12pm or 1-5pm.
- You will be scheduled for a phone appointment to be screened for eligibility for our services or referred to other organizations.
- Access the toolkit online: <https://www.nmilc.org/toolkit/familypreparedness>



Thank you, questions?

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, AUGUST 19, 2026, 5:00 PM
COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NM**

1. CALL TO ORDER

A regular meeting of the Quality of Life Committee was called to order by Councilor Alma Castro, Chair, at 5:00 pm, on Wednesday, August 19, 2026, in the Council Chambers at City Hall, 200 Lincoln Avenue, Santa Fe, NM.

2. ROLL CALL

MEMBERS PRESENT

Councilor Elizabeth Barrett
Councilor Patricia Feghali
Councilor Alma Castro, Chair

MEMBERS ABSENT

Councilor Jamie Cassutt, excused
Councilor Amanda Chavez, excused

OTHERS PRESENT

Mayor Michael Sanchez
Councilor Pilar Faulkner
Councilor Paul Bustamante
Heather Lamboy, Director, Land Use Department
Sandy Emory, Community Services Director
Marcella Apodaca, Committee Liaison

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Feghali, seconded by Councilor Barrett, to approve the agenda as presented.

VOTE The motion passed on a voice vote.

4. APPROVAL OF CONSENT AGENDA

Item 7 (F) was pulled for discussion.

MOTION A motion was made by Councilor Feghali, seconded by Councilor Barrett,

to approve the Consent Agenda as amended.

VOTE The motion passed on a voice vote.

5. PRESENTATIONS

A. CYC STRATEGIC PLAN PRESENTATION

Given.

6. PUBLIC COMMENT

None.

7. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE AUGUST 5, 2026, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF THE NEW MEXICO STATE LIBRARY APPROPRIATION GENERAL OBLIGATION BOND FOR THE SUPPORT OF LIBRARY SERVICES IN THE TOTAL AMOUNT OF \$347,026.21 THROUGH JUNE 30, 2029.

Approved on consent.

C. REQUEST FOR APPROVAL OF A BUDGET ADJUSTMENT REQUEST (BAR) TO RE-APPROPRIATE FUNDING FROM FY26 TO FY27 IN THE AMOUNT OF \$128,314 THAT WAS ALLOCATED FOR B&D INDUSTRIES, INC. FOR THE ICE ARENA COOLING TOWERS INSTALLATION.

Approved on consent.

D. REQUEST FOR APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE CONSULATE OF MEXICO IN ALBUQUERQUE TO PROMOTE, DEVELOP, AND STRENGTHEN JOINT CULTURAL, ARTISTIC, AND CIVIC PROJECTS AND ACTIVITIES, FOR THE BENEFIT OF THE MEXICAN COMMUNITY AND THE RESIDENTS OF THE CITY.

Approved on consent.

- E. CONSIDERATION OF BILL NO. 2026-13. ADOPTION OF ORDINANCE NO. 2026-_____. A BILL AMENDING THE CITY OF SANTA FE'S PUBLIC CAMPAIGN FINANCE CODE, CHAPTER 9-3 SFCC 1987, TO INCREASE THE AMOUNT OF FUNDING AVAILABLE FOR PUBLICLY FINANCED CANDIDATES FOR MUNICIPAL OFFICE; INCREASING THE FUNDING AMOUNTS FOR CITY COUNCIL, MUNICIPAL JUDGE, AND MAYORAL CANDIDATES; REPEALING SECTION 9-3.12 SFCC 1987, QUALIFIED SMALL CONTRIBUTIONS; AND REPEALING SECTION 9-3.13 SFCC 1987, ADDITIONAL REPORTS OF QUALIFIED SMALL CONTRIBUTIONS; ADDITIONAL MATCHING PAYMENTS FROM THE FUND.**

Approved on consent.

- F. CONSIDERATION OF RESOLUTION NO. 2026-_____. A RESOLUTION SUSPENDING THE ANNUAL FISHING DERBY IN SANTA FE RIVER; APPROVING A CHILDREN'S FISHING DERBY EVENT ON CITY PROPERTY IN NICHOLAS RESERVOIR ON SEPTEMBER 26TH, 2026; AND DIRECTING THE CITY MANAGER AND DESIGNATED CITY STAFF TO TAKE THE NECESSARY STEPS TO ORGANIZE THE EVENT.**

MOTION A motion was made by Chair Castro, seconded by Councilor Feghali, to deny the approval of the Resolution.

VOTE The motion passed on a unanimous roll call vote as follows:

Councilor Feghali, yes; Councilor Barrett, yes; Chair Castro, yes.

8. ACTION ITEMS: DISCUSSION AGENDA

None.

9. EXECUTIVE SESSION

None.

10. MATTERS FROM STAFF

Heard.

11. MATTERS FROM THE COMMITTEE

None.

12. MATTERS FROM THE CHAIR

Heard.

13. NEXT MEETING: WEDNESDAY, SEPTEMBER 2, 2026

14. ADJOURN

There being no further business before the Committee, the meeting adjourned at 5:51 pm.

Councilor Alma Castro, Chair

Elizabeth Martin

[Elizabeth Martin \(Aug 26, 2026 11:59:25 MDT\)](#)

Elizabeth Martin, Stenographer



The Purchasing Memo

Date: August 21, 2026

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

From: Margaret Neill, Library Division Director *MARGARET NEILL*

Via: Sandy Emory, Community Services Department Director *Sandy Emory*
Marcella Apodaca, Community Health & Safety Department Business Operations Manager *Marcella Apodaca*

Subject: Request for Approval of Contract for Purchase of Digital Content

Vendor Name: OverDrive, Inc.

Munis Vendor Number: 3732

ITEM AND ISSUE:

Community Services/ Library Division respectfully requests your review and approval of a contract in the total amount not to exceed \$350,000 for the purchase of digital content services for a term of two years with OverDrive, Inc.

CONTRACT NUMBER:

The FY27 Munis contract number is 3270078.

BACKGROUND AND SUMMARY:

Santa Fe Public Library provides access to a variety of informational and entertainment materials in multiple formats as part of its mission to provide access to information. OverDrive, Inc. offers digital e-book, e-audio & e-magazine downloads to personal devices like smart phones and Kindle devices and is one of the largest and most established digital material companies for libraries. Purchase of library materials in either digital or print form is exempt per NMSA13-1-98-E (2013).

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: General Fund/Fund 100, \$175,000

Munis Org Name/Number: Library Admin/1000101

Munis Object Name/Number: Books-Subscriptions-Periodicals /530700

Budget Officer / Designee: *Andrew J. Hopkins* **Date:** 08/24/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Chief Procurement Officer (CPO)/Designee: JoAnn Lovato Montana Date: 08/24/2026

CPO Comment/Exceptions: 13-1-98-E - CPO approved exemption on file

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

The Purchasing Memo

General Services Contract

OverDrive, Inc.'s Quotes

Horizons Services Offered List

Procurement document: Exemption Determination/Email

Certificate of Liability Insurance (COI)



OverDrive Public Library Order Form

Library Information

Name of Library: Santa Fe Public Library

Address: 145 Washington Ave.

City, State/Province, Postal Code: Santa Fe, NM 87501

Country: USA

Primary Contact

Name: Margaret Neill

Title: Library Division Director

Telephone: (505) 955-6788

Email: mmneill@santafenm.gov

Accounting Contact *(all invoices will be emailed to the contact listed below):*

Name: Margaret Neill

Title: Library Division Director

Telephone: (505) 955-6788

Email: mmneill@santafenm.gov

Bill To Address: 145 Washington Ave.

City, State/Province, Postal Code: Santa Fe, NM 87501

Country: USA

☐ OverDrive sends emails about promotions, new products and services. By checking this box, you consent to receiving OverDrive's communications and promotional emails to your Primary Contact email address. These emails also include an easy method to manage your subscription(s), including unsubscribing to future emails.

OverDrive Service Fee:

My Library will be invoiced \$5,000 (USD) annually, which includes a Service Fee and Content Credit (collectively the "OverDrive Fee"), to be allocated as follows:

Service Fee	\$5,000	Hosting, maintenance, content fulfillment, and support for your digital library service
Content Credit	\$170,000	Placed on deposit for digital content purchases in OverDrive Marketplace

My library will be invoiced an annual fee of \$5,000 within thirty (30) days from the effective date of this order form. The total compensation under this contract shall not exceed \$350,000 over a two-year period.

Term Length:

This Order Form and the OverDrive Public Library Access Agreement are collectively referred to as the "Agreement." The term of the Agreement is twenty-four (24) months, commencing on August 20, 2026.

Terms and Conditions:

- The OverDrive Service is licensed pursuant to this Order Form and the OverDrive Public Library Access Agreement, attached hereto as Exhibit 1 the terms of which are incorporated herein.
- The OverDrive Fee is nonrefundable.
- The OverDrive Fee may be modified by OverDrive in its sole discretion. OverDrive will notify Library in writing at least thirty (30) days prior to the effective date of any such modification.
- This OverDrive Public Library Order Form supersedes and replaces all previous order forms signed by and between the parties.

Acknowledgement and Acceptance:

On behalf of my Library, I represent and warrant that I have the authority to enter into this Agreement, and my signature below indicates my Library's acceptance of the Agreement.

By (signature) _____ Title _____

Name (Print) _____ Date _____

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Sarah Piltch

Sarah Piltch (Aug 13, 2026 11:58:03 MDT)

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

MONICA MAESTAS, FINANCE DIRECTOR

Exhibit 1

OverDrive Public Library Access Agreement

1. OverDrive Library Services

1.1 OverDrive will create and host a Library Website for Library's use of the Application Services. OverDrive shall provide the Application Services to the Library under the terms of the Order Form and this Access Agreement (collectively referred to as the "Agreement").

1.2 OverDrive shall create an account in OverDrive's content selection platform, OverDrive Marketplace, for Library to select Digital Content to make available at the Library Website to Authorized Patrons and to access reports.

1.3 OverDrive will use commercially reasonable efforts to make the Application Services perform substantially in accordance with the terms herein. From time to time, OverDrive may make modifications or updates to the operation, performance, or functionality of the Application Services as it sees fit or as required by OverDrive's suppliers. Library may be required to complete additional forms, documents or other associated materials provided by OverDrive. Library shall use commercially reasonable efforts to complete the documents in a timely manner.

1.4 OverDrive will use commercially reasonable efforts to provide Secondary Support to Library.

1.5 OverDrive shall have sole discretion to approve any and all libraries that seek to participate in Library's OverDrive Service, as well as approve any other terms and conditions related to such expansion of the OverDrive Service to additional libraries. OverDrive shall have sole discretion to honor any prior version of an order form, participation form or related material completed by Library. OverDrive may require Library to complete an updated version of the same.

1.6 If Library seeks a modification of the Application Services or integration of the Application Services beyond those offered on the Order Form, the Parties shall cooperate to agree on the specifications for the additional services and any associated terms and conditions in writing.

1.7 Nothing under the Agreement grants any right to Library to the use of, or access to, any Application Services source code. Library does not have the right to reproduce the Application Services, to distribute copies or versions of any modules of the Application Services to any third parties including its Authorized Patrons, or to make and/or sell variations or derivative works of the Application Services. Sole ownership of copyrights and other intellectual proprietary rights shall remain solely with OverDrive or its suppliers. OverDrive reserves the right, at its sole discretion, to display its branding, trademarks, logos, and/or third party marketing or promotional materials on the Library Website.

2. Library Website

2.1 Library shall use commercially reasonable efforts to ensure that use of the Applications Services, the Library Website and the Digital Content are in compliance with this Agreement and with permitted uses as communicated by OverDrive to Library. Library shall use commercially reasonable efforts to prevent unauthorized use of the Digital Content from OverDrive by their users and Authorized Patrons.

2.2 OverDrive grants the Library and Authorized Patrons a non-assignable, non-transferable, limited license to use the Digital Content provided by OverDrive's suppliers for personal, non-commercial use. The catalog of available Digital Content is subject to change; Digital Content titles may be added or removed at any time.

Authorized Patrons and/or Library may access and/or download, the Digital Content:

- (a) On Library-issued devices or computers with exclusive and individual unique user accounts;
- (b) On Library-issued devices which are circulated in accordance with the OverDrive Test Drive program;
- (c) On Authorized Patrons personal devices directly;

(d) On shared Library computers which employ an application that restores the computer to its original configuration after use by an individual Authorized Patron (e.g. Deep Freeze, Windows SteadyState, or other similar application); and

(e) For any use consistent with the relevant fair use doctrine or similar law in your jurisdiction.

2.3 Library shall reasonably cooperate with OverDrive to limit access to the OverDrive Service to end users who are Authorized Patrons. In the event Library desires to provide access to the OverDrive Service to users other than Authorized Patrons, OverDrive reserves the right to limit availability of certain Digital Content, as may be required by supplying publishers. Online library card applications, with or without fees, that provide access, temporary or permanent, to the OverDrive Service to users who do not otherwise qualify as Authorized Patrons shall not be permitted.

2.4 Library represents and warrants that it will not make any representations or create any warranties, expressed or implied, concerning the Application Services and Digital Content, and will take reasonable steps to ensure that its employees, agents, and others under its direction abide by the Agreement.

2.5 Library agrees to perform Primary Support for its Authorized Patrons. OverDrive will provide Library with training and documentation for Library's provision of Primary Support. Library will cooperate with OverDrive to implement customer support practices recommended by OverDrive, including but not limited to directing Authorized Patrons to OverDrive-supplied FAQs and support pages on its Library Website.

2.6 Library shall not access the Application Services in a manner not explicitly permitted by the Agreement, including but not limited to scraping the Library Website and/or web traffic or data to and from the Library Website, intercepting, redirecting, capturing or holding OverDrive-initiated email or other electronic communications, nor shall it allow any third party to access the Application Services in a manner as described in this paragraph.

2.7 OverDrive may employ commercially reasonable efforts to monitor and maintain the availability of its Application Services, including review of traffic for request volume levels, unusual behaviors or patterns, attempts to create a denial of service response, and/or excessive or abusive usage as determined by OverDrive, in its sole discretion.

3. Fees and Payments

3.1 Library shall make payment to OverDrive for all Application Services fees and Digital Product costs according to OverDrive within thirty (30) days from Library's receipt of valid invoice. OverDrive, in its sole discretion, may require payment by Library of any initial or outstanding invoices before OverDrive will set the OverDrive Service live. In the event of Library's late or non-payment of any and all amounts due to OverDrive for Application Services fees and cost of Digital Content, OverDrive may suspend access to the Application Services until such time as Library's account becomes current, or in OverDrive's sole discretion, terminate access to the Application Services.

3.2 The fees for the OverDrive Service, which include the Service Fee and Content Credit, if any, (collectively the "OverDrive Fee"), are set forth in an OverDrive Public Library Order Form, or in writing between OverDrive and the Library. OverDrive, in its sole discretion, reserves the right to modify the OverDrive Fee. OverDrive will provide Library with written notice of any OverDrive Fee modification at least thirty (30) days prior to the effective date of such modification. Library's continued use of the OverDrive Service following the effective date of any OverDrive Fee modification shall constitute Library's acceptance of the modified OverDrive Fee.

3.3 OverDrive reserves the right, in its sole discretion, to assess and charge fees for the transfer of Digital Content either (a) to OverDrive from another platform or service, or (b) from OverDrive to another platform or service. Such fees, if applicable, will be communicated to Library in advance and shall be subject to the terms and conditions set forth by OverDrive at the time of the transfer request.

3.4 This Agreement is a commitment of the current revenues of the Library. If Library's governing body or similarly related entity fails to appropriate sufficient funds in any fiscal year for payments due under this Agreement, then a non-appropriation event shall be deemed to have occurred. If a non-appropriation event occurs, (1) Library shall give OverDrive immediate notice of such non-appropriation event and provide written

evidence of such failure by Library's applicable governing body and (2) on or before sixty (60) days from OverDrive's receipt of notice of non-appropriation, the parties shall cooperate to determine an appropriate course of action as it relates to the OverDrive services provided under this Agreement. In the event that after such sixty (60) day period, no determination is reached on payment and continued provision of services is not possible, then the Agreement and all services hereunder shall terminate on the first day of the fiscal year in which funds are not appropriated.

4. Term and Termination

4.1 The Term of the Agreement shall be governed by the OverDrive Public Library Order Form between OverDrive and Library.

4.2 Either party shall have the right to terminate this Agreement as a result of a material breach of the Agreement by the other party that is not cured within thirty (30) days after written notice of such breach.

4.3 Upon termination of this Agreement, the access granted to Library by this Agreement shall be terminated immediately and Library shall make no further use of all or any part of the Application Services, or any confidential information received from OverDrive.

5. Warranties

5.1 The parties represents and warrants to that each has the necessary permissions, ownership and intellectual property rights and licenses related to performance under this Agreement.

5.2 THE WARRANTIES SET FORTH UNDER THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL OVERDRIVE BE LIABLE TO LIBRARY OR ITS AUTHORIZED PATRONS AND OR END USERS FOR ANY DAMAGES ARISING FROM OR RELATED TO FAILURE OR INTERRUPTION OF THE APPLICATION SERVICES, OR FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFIT OR OPPORTUNITY, LOSS OF USE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE LICENSE OR USE OF THE APPLICATION SERVICES. IN NO EVENT SHALL OVERDRIVE'S LIABILITY HEREUNDER EXCEED THE TOTAL AMOUNT RECEIVED BY OVERDRIVE UNDER THIS AGREEMENT.

6. General Terms

6.1 Confidential Information. The parties acknowledge that each will receive confidential information from the other relating to the Application Services, technical and operational affairs of the other. Subject to any state and/or federal laws and regulations permitting public access to documents and information that are considered public, each party agrees that all confidential information of the other party shall be held in confidence and shall not be disclosed to any third party. Library shall not share its passwords and login credentials of Library's account in OverDrive's content selection portal with anyone, including any third party. Library shall take reasonable steps to prevent unwarranted intrusion into such information.

6.2 Taxes. Library shall at its own expense comply with all applicable laws in connection with the use of the Application Services. The payment obligations under this Agreement are exclusive of any federal, state, municipal or other governmental taxes, sales taxes, excise taxes or tariffs now or hereafter imposed on the production, storage, sale, transportation, import, export, licensing or use of the Application Services. The Library will not be responsible for payment of any charges, fees, or taxes above and beyond the not-to-exceed amount specified in the OverDrive Service Fee Schedule of the OverDrive Public Library Order Form.

6.3 No Waiver. The failure of either party to exercise any right or the waiver of either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same of any other term of the Agreement.

6.4 Notice. All notices required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given, if sent by registered or certified mail, return receipt requested, postage prepaid, addressed to OverDrive at its' current address, Attention: General Counsel or addressed to Library at the address provided on the Order Form, Attention: Primary Contact (as designated on the Order Form), or as otherwise agreed by the parties.

6.5 Assignment. OverDrive may assign this Agreement with thirty (30) days prior written notice to the Library. This Agreement may not be assigned by Library, nor any duty hereunder delegated by Library without the prior written consent of OverDrive, which shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective heirs, legal representatives, successors and permitted assigns.

6.6 Entire Agreement. The Order Form and this Access Agreement constitutes the entire Agreement and understanding of the parties and supersedes all prior and contemporaneous Agreements, understandings, negotiations and proposals, oral or written. Section headings are provided for convenience purposes only and do not provide any modifications or substantive meaning to the terms and conditions of this Agreement. OverDrive may modify the Order Form and Access Agreement from time to time.

6.7 The Parties acknowledge that any order forms, statements of work, or other documents executed prior to the Effective Date of this Agreement may contain defined terms that differ in name from those set forth herein, and agree that where such previously-used terms are substantively equivalent in meaning to the defined terms in this Agreement, the terms shall be deemed interchangeable and the provisions of this Agreement shall govern.

6.8 All Disputes Arising From the Agreement. This Agreement shall be governed by the laws of the State of New Mexico, United States of America without regard to any conflict of laws principles. Any dispute regarding this Agreement or the relationship that has been established by this Agreement shall be brought in the state or federal courts residing in the State of New Mexico, USA, and the local laws of New Mexico will apply to any such action related to the above. Both parties submit to venue and jurisdiction in these courts.

7. Definitions

As used throughout the Agreement, the following definitions shall apply:

7.1 “Application Services” or “OverDrive Service” shall mean the Library Website and digital content distribution service provided to Library, which utilize OverDrive® and other third party technologies and services.

7.2 “Authorized Patron(s)” shall mean those individuals who provide proof of residency, ownership of property, employment, or enrollment in school or similar institution in the Library’s service area and which the Library authorizes to download and/or access Digital Content from the Library Website or otherwise utilize the Application Services.

7.3 “Digital Content” shall mean the digital titles (e.g. eBooks, audiobooks, magazines and video) made available from OverDrive at the Library Website.

7.4 “Library” shall mean the organization or entity identified in the Library Information section of the Order Form additionally “Library” shall refer to the City of Santa Fe.

7.5 “Library Website” shall mean the Internet-based application hosted and operated by OverDrive that provides Authorized Patrons access to Digital Content.

7.6 “Order Form” shall mean the OverDrive Public Library Order Form completed by the Library.

7.7 “OverDrive” shall mean: OverDrive, Inc., a Delaware Corporation, and its subsidiaries and affiliates.

7.8 “Primary Support” shall mean the services provided by Library to its Authorized Patrons for its day-to- day help, support, technical aid and other assistance for their use of the Library Website and Digital Content.

7.9 “Secondary Support” shall mean the technical support services provided by OverDrive to Library in the English language, including reasonable efforts to assist Library in providing Primary Support.



One OverDrive Way
Cleveland, OH 44125
Phone: +1 216 573 6886 Fax: +1 216 672 0087
Website: <http://www.overdrive.com>
Email: invoicing@overdrive.com

QUOTE

Quote Number	Q-3954-0001-2026
Date	8/14/2026

Quoted To
Santa Fe Public Library

Customer ID	Customer Email	Purchase Order No.	Payment Terms
3954-0001	mgbaca@santafenm.gov		N/A
Description			Amount
Deposit on Santa Fe Public Library - 1 for Future Content Purchases			\$170,000.00
Total Quote			\$170,000.00 (USD)

Please note that credit card payments incur a surcharge of 2.00%% of the total price.

QUOTE

One OverDrive Way
Cleveland OH 44125
Phone: (216) 573-6886
Fax: (216) 573-6888
Website: www.overdrive.com
Email: invoicing@overdrive.com

Quote No.	07062026
Date	8/14/2026

Quoted to:

Santa Fe Public Library

145 Washington Ave. Santa Fe, NM 87501

Customer ID	Customer Email	Purchase Order No.	Payment Terms
3954	rxmartinez1@santafenm.gov		

Description	Amount
FY27 Contract Fees	5000

Miscellaneous 1	Amount

Miscellaneous 2	Amount

Total USD \$	5000
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Services Offered to the City of Santa Fe (updated 4.16.26)

Approved:

These services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities and are available through Horizons of New Mexico.

- ADA Accessibility Consulting Services
- Auctioneering Services
- Bulk Mailing and Sorting
- Call Center Services
- Computer Refurbishing
- Courier Services
- Decontamination, Sanitation and Sterilization Services
- Debris Removal
- Document Imaging
- Document Shredding
- Envelope Stuffing
- General Labor
- Hard Drive Destruction
- Janitorial and Housekeeping Services – Including Carpet Cleaning & Floor Care
- Landscape Irrigation
- Landscaping
- Mailing Services
- Management of an Assistive Technology Reuse and Recycling Program
- Medical Waste Disposal
- Meeting Minute Preparation Services
- Pest Control and Extermination Services
- Printing Services
- Rest Area Maintenance
- Security Guard Services
- Screen Printing
- Snow Removal
- Temporary Staffing Services
- Yard, Grounds, and Lawn Maintenance

Permissive:

The services have been approved by the New Mexico Council for Purchasing from Persons with Disabilities as permissible for sale under the State Use Act through Horizons of New Mexico. While the Council recognizes that certain Horizons of New Mexico members are capable of performing the services listed below, said services are considered permissive and excluded from the mandatory aspect of the State Use Program. Any procurement of the below services through Horizons of New Mexico is at the discretion of the purchasing agent and will be considered by the Council on a case-by-case basis.

- Graphic Design
- Graphic Design - Logo Design
- IT – Enterprise Application
- IT – IV & V
- IT Network and Database Management
- IT Support
- IT Security Services
- IT – Web Design
- IT – Web Programmer
- Marketing
- Social Media Marketing

For the complete State Use service list, please go to: <http://horizonsofnewmexico.org/services.html>

FW: Request for blanket exemptions-FY27

From NEILL, MARGARET M. <mmneill@santafenm.gov>
Date Thu 8/13/2026 4:07 PM
To MARTINEZ, RAQUEL X. <rxmartinez1@santafenm.gov>

Margaret M. Neill, MSLIS, MPA (*she/her/hers*)
Library Division Director
City of Santa Fe
Office: (505) 955-6788 / Cell: (505) 479-1646
145 Washington Ave. Santa Fe, NM 87501
mmneill@santafenm.gov



Santa Fe Public Library
Community Services Department, City of Santa Fe, New Mexico

From: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Sent: Tuesday, June 30, 2026 4:13 PM
To: NEILL, MARGARET M. <mmneill@santafenm.gov>
Subject: RE: Request for blanket exemptions-FY27

Hi Margaret, thank you for following up!

Exempt pursuant to NMSA Section, 13-1-98 (E) purchases of books, periodicals, instructional materials and training materials in printed, digital or electronic format from the publishers, designated public-education-department-approved instructional material depositories or copyright holders thereof and purchases of print, digital or electronic format library materials by public, school and state libraries for access by the public;

Thank you.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501
505-629-8351
tkduttonleyda@santafenm.gov



[Book time to meet with me](#)

Vendor Registration Sites and Current Procurement Opportunities:

[ERP] <https://cityofsantafenm.tylerportico.com/va/vendor-access>

[OpenGov - eProcurement] <https://procurement.opengov.com/portal/santafenm>

[Additional opportunities] <https://www.withpavilion.com/>

Internal Link: https://intranet.santafenm.gov/central_purchasing_division_cpd



“Unless someone like you cares a whole awful lot, nothing is going to get better. It's not.”

— Dr. Seuss, [The Lorax](#)

From: NEILL, MARGARET M. <mmneill@santafenm.gov>
Sent: Tuesday, June 30, 2026 11:56 AM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: RE: Request for blanket exemptions-FY27

Hi-Bumping this up to the top of your email. Hope you're doing well! 😊

Margaret M. Neill, MSLIS, MPA (*she/her/hers*)
Library Division Director
City of Santa Fe
Office: (505) 955-6788 / Cell: (505) 479-1646
145 Washington Ave. Santa Fe, NM 87501
mmneill@santafenm.gov



Santa Fe Public Library
Community Services Department, City of Santa Fe, New Mexico

From: NEILL, MARGARET M.
Sent: Friday, June 26, 2026 3:09 PM
To: DUTTON-LEYDA, TRAVIS K. <tkduttonleyda@santafenm.gov>
Subject: Request for blanket exemptions-FY27

Good afternoon, Travis. I am requesting blanket exemptions for FY27 for the following Library vendors:

- Ingram Book Service
- Barnes and Noble
- Midwest Tape (Hoopla Digital/Physical Media)
- OverDrive (Kanopy Streaming/Digital Books)
- Spanish Publishers
- Playaway (dba Bertelsmann Publishing Group, Inc.)
- Collected Works
- Brodart
- WT Cox
- Ebsco

All the vendors above will be providing physical and digital materials for the library's collections, in accordance with NM 13-1-98 E:

E. purchases of books, periodicals, instructional materials, and training materials in printed, digital or electronic format from the publishers, designated public-education-department approved instructional material depositories or copyright holders thereof and purchases of print, digital or electronic format library materials by public, school and state libraries for access by the public

Thank you!

Margaret M. Neill, MSLIS, MPA (*she/her/hers*)
Library Division Director



OVERHOL-01

SKHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

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

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

PRODUCER Aon Risk Services Northeast, Inc. One Liberty Plaza 165 Broadway, Suite 3201 New York, NY 10006	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Continental Casualty Company	20443
INSURED OverDrive Holdings, Inc. One OverDrive Way Cleveland, OH 44125	INSURER B : The Continental Insurance Company	35289
	INSURER C : Valley Forge Insurance Co	20508
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6080688803	6/9/2026	6/9/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6080688817	6/9/2026	6/9/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			6080688848	6/9/2026	6/9/2027	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A			6080688820	6/9/2026	6/9/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Santa Fe Public Library
145 Washington Ave.
Santa Fe, NM 87501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED OverDrive Holdings, Inc. One OverDrive Way Cleveland, OH 44125
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (CA)
Policy Number: 6080688834
Policy Term: 06/09/2026 - 06/09/2027
Insurer: American Casualty Company of Reading, PA
Bodily Injury by Accident: \$1,000,000 each accident
Bodily Injury by Disease: \$1,000,000 policy limit
Bodily Injury by Disease: \$1,000,000 each employee

Cyber Liability
Policy Number: JHQ74K26
Policy Term: 06/09/2026 - 06/09/2027
Insurer: Lloyd's Syndicate 2623 (74.13%) / Syndicate 623 (25.87%)
Limit of Liability: \$5,000,000 Each Claim
SIR: \$250,000 - SIR applies as per policy terms and conditions
Claims-Made

Cyber Liability - Excess
Policy Number: CYT20260542
Policy Term: 06/09/2026 - 06/09/2027
Insurer: Canopus US Insurance, Inc.
Limit of Liability: \$5,000,000 Excess of \$5,000,000

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Economic Development & Creative Industries - Economic Development				8/12/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Full-Time Temporaty Salaries	2122800	500750		325,000	
Professional Contract SFCC One-Time Funding	2122800	510300	ECD2621200	250,000	
Professional Contract - Rent One-Time Funding	2122800	510300		96,000	
Professional Contract SFPS One-Time Funding	2122800	510300	ECD2521203	624,987	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 1,295,987	\$ -

BAR to re-appropriate the unused balance of the One-Time Funds received in February 2025 from FY26 to the FY27 budget.	{Complete section below if BAR results in a net change to ANY Fund} <table><tr><td>Fund(s) Affected</td><td>Fund Balance Increase/(Decrease)</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>TOTAL:</td><td>0</td></tr></table>	Fund(s) Affected	Fund Balance Increase/(Decrease)							TOTAL:	0
Fund(s) Affected		Fund Balance Increase/(Decrease)									
TOTAL:	0										
Temporay Salary Support \$325,000											
Workforce Development Support (SFCC) \$250,000											
Workforce Development Support (SFPS) \$624,987											
Support Office Rent for CSD \$96,000											

Loretta S. Olguin Prepared By {print name}	8/12/2026 Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins Aug 13, 2026
 Johanna Nelson (Aug 12, 2026 16:48:12 MDT)	Aug 12, 2026 Date	CITY COUNCIL APPROVAL	Budget Officer Date
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000} Date
 Johanna Nelson (Aug 12, 2026 16:48:12 MDT)	Aug 12, 2026 Date	Agenda Item #:	City Manager {≤ \$60,000} Date
Department Director Signature	Date		



City of Santa Fe, New Mexico

Memorandum



DATE: August 10, 2026
TO: Governing Body
VIA: Johanna C. Nelson, Economic Development and Creative Industries *JN*
FROM: Loretta S. Olguin, Business Operations Manager

This BAR requests the reappropriation/carryforward of **\$1,295,987** in FY26 funds to FY27 to continue and support key workforce development, community partnership, and operational activities. The funds include:

1. Increase Staff Capacity – \$325,000

These one-time funds will support three term positions necessary to advance the Office of Economic Development's workforce and economic development priorities:

- Economic Development Specialist
- Financial Empowerment Center Coordinator
- Contract and Grant Administrator

2. Santa Fe Public Schools Work-Based Learning Program – \$624,987

These funds will support the Santa Fe Public Schools Work-Based Learning (WBL) Intern Program, which provides students with hands-on work experience, career exploration opportunities, and pathways to local employment.

3. Santa Fe Community College Trades and Certifications Program – \$250,000

These funds will support the Santa Fe Community College Trades and Certification Program, which provides residents with training and industry-recognized credentials for in-demand careers and strengthens the local workforce pipeline.

4. Community Services Department Office Rent – \$96,000

These one-time funds will cover the annual office rent paid by the Office of Economic Development (OED) on behalf of the Community Health and Safety Department.

FUNDING SUMMARY:

- Increase in Staff Capacity: **\$325,000**
- Santa Fe Public Schools WBL Program: **\$624,987**
- Santa Fe Community College Trades and Certifications Program: **\$250,000**
- Community Services Department Office Rent: **\$96,000**
- **Total FY27 Reappropriation: \$1,295,987**

The requested carryforward will ensure these funds remain available in FY27 to support ongoing staffing needs, workforce development programs, educational partnerships, and departmental operations.

Account Inquiry [CITY OF SANTA FE]

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Months

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Totals

Project Strings

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Browse

Output

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Display

PDF

Save

Excel

Word

Email

Schedule

Attach

Detail

Months

Seg Find

Totals

Project Strings

User Defined Fields

Account Inquiry [CITY OF SANTA FE]

Account

Fund212ECON DEV

Org2122800EconDevOps

Object500750Sal Temp

Project

Acct212-50-12-2800-000-00-000-500750-

Acct nameSalaries (Temporary)

TypeExpense

Rollup

Sub-Rollup

StatusActive

Account Notes

MultiYr Fund

4 Year Comparison

History

4 Year Graph

History Graph

Yr/Per	2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	.00	.00	.00	.00	.00
Transfers In	325,000.00	325,000.00	325,000.00	.00	.00
Transfers Out	.00	.00	.00	.00	.00
Revised Budget	325,000.00	325,000.00	325,000.00	.00	.00
Actual (Memo)	.00	.00	.00	.00	.00
Encumbrances	.00	.00	.00	.00	.00
Requisitions	.00	.00	.00	.00	.00
Available	325,000.00	325,000.00	325,000.00	.00	.00
Percent used	.00	.00	.00	.00	.00

Account

Account

Account Notes

4 Year Comparison History 4 Year Graph History Graph

BAR FY26 Funds to FY27 Budget

Final Audit Report

2026-08-12

Created:	2026-08-12
By:	LORETTA OLGUIN (lsguin@santafenm.gov)
Status:	Canceled / Declined
Transaction ID:	CBJCHBCAABAAbPraGojtOwYdqpHDSR5ZDa28VXNwuT4m
Documents:	Binder1.pdf (4 pages)

"BAR FY26 Funds to FY27 Budget" History

-  Document created by LORETTA OLGUIN (lsguin@santafenm.gov)
2026-08-12 - 7:54:57 PM GMT- IP address: 63.232.20.2
-  Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2026-08-12 - 7:56:35 PM GMT
-  Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2026-08-12 - 10:47:59 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2026-08-12 - 10:48:12 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-12 - 10:48:14 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-12 - 11:01:28 PM GMT- IP address: 98.249.77.89
-  Document declined by Andrew Hopkins (ajhopkins@santafenm.gov)
Decline reason: My initials block was put on the memo beside Johanna's "VIA" line. I don't think I can sign or initial for her :)
2026-08-12 - 11:07:08 PM GMT- IP address: 63.232.20.2

Signature: 
[Johanna Nelson \(Aug 12, 2026 17:25:37 MDT\)](#)
Email: jcnelson@santafenm.gov

BAR Packet FY26 to FY27 _ Professional Services Obj 510300_Salaries Temp 500750

Final Audit Report

2026-08-13

Created:	2026-08-12
By:	LORETTA OLGUIN (loluquin@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAubIfJgsw2RvfoNBc_IGYaVCAWSU2AhY5
Documents:	BAR Packet FY26 to FY27 _ Professional Services Obj 510300_Salaries Temp 500750.pdf (5 pages)
Number of Documents:	1
Document page count:	6
Number of supporting files:	0
Supporting files page count:	0

"BAR Packet FY26 to FY27 _ Professional Services Obj 510300_Salaries Temp 500750" History

-  Document created by LORETTA OLGUIN (loluquin@santafenm.gov)
2026-08-12 - 11:23:04 PM GMT- IP address: 63.232.20.2
-  Document emailed to Johanna Nelson (jcnelson@santafenm.gov) for signature
2026-08-12 - 11:24:44 PM GMT
-  Email viewed by Johanna Nelson (jcnelson@santafenm.gov)
2026-08-12 - 11:25:21 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Johanna Nelson (jcnelson@santafenm.gov)
Signature Date: 2026-08-12 - 11:25:37 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: DRAW
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-08-12 - 11:25:39 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-13 - 4:51:45 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-08-13 - 4:53:00 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

✔ Agreement completed.

2026-08-13 - 4:53:00 PM GMT



CITY OF SANTA FE

DATE: August 13, 2026

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Sandy Emory, Community Health and Safety Director *Sandra Emory*
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

FROM: Kristen Woods, Youth and Family Services Program Manager *KW*
KRISTEN WOODS (Aug 19, 2026 12:42:42 MDT)

ITEM AND ISSUE:

Request approval to re-appropriate funding from FY26 to FY27 in the amount of five million two hundred ninety-five thousand four hundred thirty-one dollars (\$5,295,431) that was allocated for Homeless Services.

BACKGROUND AND SUMMARY:

This number represents the funds for several Contracts that had not expired at the end of the Fiscal Year, and the funds need to be brought into FY27 for finalization. Here are the contracts details and amounts left on them:

- Earth Analytic – Contract #3260191 – \$28,000
These funds are for a contract for the development of GIS tools for Data collection and sharing. This contract expires 11/24/2026.
- Rachel Hedeyman – Contract #3260016 - \$13,268
This is for Project Management and assistance with the administration of the SAFE Santa Fe Program. This contract expired 07/31/2026, but the funds still need to be carried into FY27.
- Community Investment Alliance – Contract #3260240 - \$37,338
This contract is for Community Engagement for Homelessness. This contract expires 12/25/2026.
- Focus Strategies – Contract #3260243 - \$4,185
This contract is for the development of data tools and resources. It expires 11/24/2026
- Life Link Operator Contract – Contract #3250427 - \$1,986,339
This contract was established for the creation of a contract for the operation of two Micro Communities. This contract will start being used in FY27. These funds need to be carried forward to support Micro Communities projects.
- Life Link ARPA – Contract #3204464 - \$142,016.42
This is our ARPA contract for Street Outreach and SOS Operation; it expires 12/31/2027.
- Eviction Prevention Contracts - \$74,246
These funds are for two contracts related to Eviction Prevention Work. One is for Carmichael Consultants, Contract #3260105, which has a balance of \$37,296. Additionally, the rest is for the St Elizabeth's Contract #3260013, which was amended to add \$43,000 for eviction prevention for their clients.

2400122.510400	Grants and Services	\$2,285,892
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The City allocated funds for the Project Management and design of Micro Communities. Work has begun but a lot more is needed in the new Fiscal Year. The funds left over in their contract is imperative to complete the work of creating a Pallet Shelter Micro Community and must be carried forward for the work to be completed.

2400122.510340	Other Consulting	\$ 132,624
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These funds were set aside to fund Eviction Prevention Services. The Division has been attempting to procure services

2400122.510310	Service Contracts	\$ 768,277
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2400122.570400	Building & Structures >\$5K	\$1,375,403
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2400122.572970	WIP (Work in Progress) Construction	\$ 733,235
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The Community Services Department/Youth and Family Services Division requests the approval of the Carryforward Request.

Page 68 of 319

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510340-	
Org	2400122	Hum Svcs	Acct name	Other Consulting	Account Notes
Object	510340	Oth Cnsltg	Type	Expense	Status Active
Project			Rollup	CDHSC	HumanServicesCNT
			Sub-Rollup		
			☐ MultiYr Fund		

4 Year Comparison

Current Year

History

4 Year Graph

History Graph

Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	336,700.00	336,700.00	.00	276,700.00
Transfers In	137,253.00	.00	536,700.00	.00
Transfers Out	-272,000.00	.00	.00	-276,600.00
Revised Budget	201,953.00	336,700.00	536,700.00	100.00
Actual (Memo)	69,328.36	121,627.83	424,520.72	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	132,624.64	215,072.17	112,179.28	100.00
Percent used	34.33	36.12	79.10	.00

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-510310-	
Org	2400122	Hum Svcs	Acct name	Service Contracts	Account Notes
Object	510310	Svc Cntr	Type	Expense	Status Active
Project			Rollup	CDHSC	HumanServicesCNT
			Sub-Rollup		
			☐ MultiYr Fund		

4 Year Comparison

Current Year

History

4 Year Graph

History Graph

Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	1,000,000.00	1,000,000.00	.00	1,000,000.00
Transfers In	943,178.00	.00	1,000,000.00	.00
Transfers Out	-43,000.00	.00	.00	.00
Revised Budget	1,900,178.00	1,000,000.00	1,000,000.00	1,000,000.00
Actual (Memo)	1,131,900.49	56,822.39	1,000,000.00	.00
Encumbrances	.00	.00	.00	295,000.00
Requisitions	.00			.00
Available	768,277.51	943,177.61	.00	705,000.00
Percent used	59.57	5.68	100.00	29.50

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-570400-	
Org	2400122	Hum Svcs	Acct name	Building & Structures >\$5K	Account Notes
Object	570400	BldgStrcNE	Type	Expense	Status Active
Project			Rollup	CDHSN	HumanServicesNEP
			Sub-Rollup		
☐ MultiYr Fund					

4 Year Comparison Current Year History 4 Year Graph History Graph

Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	.00	.00	.00	.00
Transfers In	3,365,351.00	2,812,325.00	246,982.00	.00
Transfers Out	.00	-102,500.00	.00	.00
Revised Budget	3,365,351.00	2,709,825.00	246,982.00	.00
Actual (Memo)	1,989,947.02	78,639.00	233,484.86	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	1,375,403.98	2,631,186.00	13,497.14	.00
Percent used	59.13	2.90	94.54	.00

Account Inquiry [CITY OF SANTA FE]

Account

Fund	240	COMDEV	Acct	240-30-10-1150-122-00-000-572970-	
Org	2400122	Hum Svcs	Acct name	WIP Construction	Account Notes
Object	572970	WIP Constr	Type	Expense	Status Active
Project			Rollup		
			Sub-Rollup		
☐ MultiYr Fund					

4 Year Comparison Current Year History 4 Year Graph History Graph

Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	.00	.00	.00	.00
Transfers In	741,204.00	4,051,981.00	.00	.00
Transfers Out	.00	-3,900,000.00	.00	.00
Revised Budget	741,204.00	151,981.00	.00	.00
Actual (Memo)	7,968.41	105,708.68	.00	.00
Encumbrances	.00	.00	.00	.00
Requisitions	.00			.00
Available	733,235.59	46,272.32	.00	.00
Percent used	1.08	69.55	.00	.00



CITY OF SANTA FE

DATE: August 13, 2026

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Sandra Emory, Community Services Department Director *Sandra Emory*
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

FROM: Christa Hernandez, Youth and Family Services Program Manager *Christa Hernandez*

ITEM AND ISSUE:

Request for approval to re-appropriate funding from FY26 to FY27 in the amount of four hundred ninety-three thousand one hundred seventy-nine dollars \$493,179 as part of the Human Services Committee grantee contracts to provide navigation and safety net services.

BACKGROUND AND SUMMARY:

The Youth and Family Services Division allocated funding based on the funding recommendations of the Human Services Committee. Grantees were awarded funding via multi-year contracts to provide navigation and safety net services.

The unspent funds for FY26 are broken down as follows:

HUMAN SERVICES FUND:

Grants and Services	2400122.510400	\$ 363,421
Total Human Services carryforward request:		\$ 363,421

QUALITY OF LIFE FUND:

Instruction Services	2550124.510350	\$ 59,473
Grants and Services	2550124.510400	\$ 70,285
Total Quality of Life Fund Carryforward Request:		\$ 129,758

ACTION REQUESTED:

The Community Services Department/Youth and Family Services Division requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	255	QUAL LIFE	Acct	255-30-10-1150-124-00-000-510350-	
Org	2550124	QOL-YFD YP	Acct name	Instruction Services	
Object	510350	Instructn	Type	Expense	Status Active
Project			Rollup	QLQYC	QOL-YFDYouthProgramsCNT
			Sub-Rollup		
			☐ MultiYr Fund		

4 Year Comparison

Current Year

History

4 Year Graph

History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	40,000.00		40,000.00		.00		40,000.00	
Transfers In	25,000.00		.00		.00		.00	
Transfers Out	.00		.00		.00		.00	
Revised Budget	65,000.00		40,000.00		.00		40,000.00	
Actual (Memo)	5,526.81		14,954.82		.00		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	59,473.19		25,045.18		.00		40,000.00	
Percent used	8.50		37.39		.00		.00	

Account Inquiry [CITY OF SANTA FE]

Account

Fund	255	QUAL LIFE	Acct	255-30-10-1150-124-00-000-510400-	
Org	2550124	QOL-YFD YP	Acct name	Grants and Services	
Object	510400	GrantsSvcs	Type	Expense	Status Active
Project			Rollup	QLQYC	QOL-YFDYouthProgramsCNT
			Sub-Rollup		
			☐ MultiYr Fund		

4 Year Comparison

Current Year

History

4 Year Graph

History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	66,000.00		66,000.00		.00		66,000.00	
Transfers In	5,978.00		.00		.00		.00	
Transfers Out	.00		.00		.00		.00	
Revised Budget	71,978.00		66,000.00		.00		66,000.00	
Actual (Memo)	1,692.81		51,420.35		.00		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	70,285.19		14,579.65		.00		66,000.00	
Percent used	2.35		77.91		.00		.00	

Account

Fund240COMDEV

Org2400122Hum Svcs

Object510400GrantsSvcs

Project

Acct240-30-10-1150-122-00-000-510400-

Acct nameGrants and Services

TypeExpenseStatusActive

RollupCDHSCHumanServicesCNT

Sub-Rollup

☐ MultiYr Fund

Account Notes

4 Year Comparison Current Year History 4 Year Graph History Graph

Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027
Original Budget	2,602,950.00	8,386,421.00	2,739,650.00	2,602,950.00
Transfers In	9,734,621.00	8,251,259.00	5,983,471.00	.00
Transfers Out	-350,000.00	-2,065,244.00	-583,682.00	-1,176,000.00
Revised Budget	11,987,571.00	14,572,436.00	8,139,439.00	1,426,950.00
Actual (Memo)	9,337,232.40	4,642,168.47	4,166,712.14	20,268.00
Encumbrances	1,025.00	.00	.00	1,403,947.07
Requisitions	.00			37,338.00
Available	2,649,313.60	9,930,267.53	3,972,726.86	-34,603.07
Percent used	77.90	31.86	51.19	102.42



DATE: August 24, 2026

TO: Governing Body
Andy Hopkins, Budget Officer

VIA: Sandra Emory, Community Services Department Director *Sandra Emory*
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

FROM: Sierra Vigil-Trujillo, Youth and Family Services Program Manager *SVT*
Sierra Trujillo (Aug 25, 2026 15:02:46 MDT)

ITEM AND ISSUE:

Request for Approval to Re-Appropriate Funding from FY26 to FY27 in the Amount of one hundred forty-seven thousand eight hundred fifteen dollars (\$147,815) as Part of the Children and Youth Commission (CYC) Funded Activities.

BACKGROUND AND SUMMARY:

The Youth and Family Services Division Allocated Quality of Life Funding to Carry Out Various Grants and Services Related Activities.

The Unspent Funds for FY26 CYC Activities are Broken Down as Follows:

Grants and Services	2560122.510400	\$	147,815
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ACTION REQUESTED:

The Community Services Department/Youth and Family Services Division requests the approval of the Carryforward Request.

Account Inquiry [CITY OF SANTA FE]

Account

Fund	256	REC PROG	Acct	256-30-10-1150-122-00-000-510400-	
Org	2560122	ChildYouth	Acct name	Grants and Services	Account Notes
Object	510400	GrantsSvcs	Type	Expense	Status Active
Project			Rollup	RPCYC	Children&YouthActivitiesCNT
			Sub-Rollup		
			☐ MultiYr Fund		

4 Year Comparison

Current Year History 4 Year Graph History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	1,428,205.00		1,434,364.00		1,440,364.00		1,422,227.00	
Transfers In	30,856.00		.00		20,309.00		.00	
Transfers Out	.00		.00		-8,100.00		.00	
Revised Budget	1,459,061.00		1,434,364.00		1,452,573.00		1,422,227.00	
Actual (Memo)	1,311,245.91		1,356,196.89		1,296,427.06		.00	
Encumbrances	.00		.00		.00		625,466.00	
Requisitions	.00						795,024.00	
Available	147,815.09		78,167.11		156,145.94		1,737.00	
Percent used	89.87		94.55		89.25		99.88	

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Community Services Department/Youth and Family Services Division				8/25/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Grants and Services	2560122	510400		147,815	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 147,815	\$ -

Re-appropriate funding from FY26 to FY27.	{Complete section below if BAR results in a net change to ANY Fund}
	Fund(s) Affected Fund Balance Increase/(Decrease)
TOTAL:	0

Marcella Apodaca	8/25/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins	Aug 25, 2026
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #:	Budget Officer	Date
Division Director Signature {optional}	Date		Finance Director {≤ \$5,000}	Date
Sandra Emery	Aug 25, 2026		City Manager {≤ \$60,000}	Date
Department Director Signature	Date			



Date: August 25, 2026

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

From: Manuel Sanchez, Senior Services Division Director *Manuel Sanchez*
Manuel Sanchez (Aug 25, 2026 09:27:58 MDT)

Via: Sandra Emory, Community Services Department Director *Sandra Emory*
Marcella Apodaca, Business Operations Manager *Marcella Apodaca*

Subject: NCNMEDD NMAAA Contract No. 2026-27-60026

Vendor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging

Munis Vendor Number: N/A

ITEM AND ISSUE:

Community Services Department/Senior Services Division respectfully requests your review and approval of a Title III Federal and State Sub-Award #2026-27-60026 in the total amount of \$780,867.00 for services (In-Home Support, Transportation, Nutrition) to be provided to eligible consumers with the City of Santa Fe Senior Services Division, for a term of July 1, 2026, through June 30, 2027, with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging (NCNMEDD NMAAA).

BACKGROUND AND SUMMARY:

The NCNMEDD NMAAA Title III Federal & State Sub-Award is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This sub-award provides a mechanism for the creation of an individualized network of community resources on a client-by client basis through the Older American Act (OAA). The attached Contract reflects the FY27 awarded Federal appropriations for Title III programs as follows: Title III-B (Transportation and Homemaker Supportive Services Program) \$46,976.00, Title III-C-1 (Congregate Nutrition Program) \$96,380.00, Title III C-2 (Home Delivered Nutrition Program) \$64,000.00, Title III-E (Family Caregiver Support Program) \$58,862.00, and NMGAA- State/HB-2 \$514,649.00.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Senior Citizen Grant/Fund 241

Munis Org Name/Number: Area Agency on Aging-State-IFT/490710
Area Agency on Aging-Fed-IFT/490715

Munis Object Name/Number: Various

Budget Officer / Designee: *Andrew J. Hopkins* **Date:** Aug 26, 2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was

N/A

Chief Procurement Officer (CPO)/Designee: _____ Date: _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☒ Yes | ☐ No

Project Ledger Number: **COM27241HM; COM27241RESPITE; COM27241GPRG; COM27241CM; COM27241HDM; COM27241TRANSP**

Approval: ERIKALUTAN Title: Grants Manager Date: Aug 25, 2026
ERIKALUTAN/Aug 25, 2026 15:52:23 MDT

Comment/Exceptions: _____

ATTACHMENTS:

NCNMEDD NMAAA Title III Federal and State Sub-Award #2026-27-60026

Project Ledger Request Form Homemaker

Project Ledger Request Form Respite

Project Ledger Request Form Grandparents Raising Grandchildren

Project Ledger Request Form Congregate Meals

Project Ledger Request Form Home Delivered Meals

Project Ledger Request Form Transportation

BAR

**North Central New Mexico Economic Development District
Non-Metro Area Agency on Aging**

TITLE III FEDERAL AND STATE SUB-AWARD

This Agreement is made and entered into this 1st day of July 2026, by and between the North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the “Agency” and City of Santa Fe, hereinafter referred to as the “Subrecipient Contractor.”

The Agency’s Older Adults Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (age 60 and older). This agreement provides a mechanism for the creation of an individualized network of community resources on a client-by-client basis through the Older Americans Act (OAA), as amended, the State of New Mexico Aging and Long-Term Services Department, and the Agency.

1. SCOPE OF SERVICES

- A. Services: The Subrecipient Contractor agrees to provide service(s) to eligible consumers as identified in accordance with the Subrecipient Contractor application or Service Delivery Plan, all required assurances, licenses, and certifications, as applicable.
- B. Service Area: The Subrecipient Contractor agrees to provide the services specified under this Agreement to eligible consumers within the service area identified in its response to Request for Proposal (RFP) No. 2026-04.
- C. Deliverables: The Subrecipient Contractor shall provide services based on the assessed need of the community and individuals receiving services under this Agreement and as identified in the Subrecipient Contractor application or Service Delivery Plan and attached by reference. The service units and consumers detailed in the Service Delivery Plan and Budget sections are estimates. Budgeted services are to be provided in accordance with the Aging and Long-Term Services Department (ALTSD) Units of Service Definitions; to be monitored through the Subrecipient Contractor’s submission of monthly WellSky data, activity reports, and through Agency monitoring reviews. Final determination of service units and consumer performance measures shall be established by the ALTSD, and should the Contractor not meet the established units, reimbursement requests should reflect the same.
- D. Targeting: Target populations include persons aged 60 or older and their spouses of any age, younger disabled persons who reside with persons aged 60 or older, caregivers of any age who care for persons aged 60 or older, caregivers aged 60 or older who care for children or younger disabled persons, and the recipients of their care.

Per the Older Americans Act, an effort must be given to serving eligible persons with the greatest social or economic need, with particular attention to minority individuals with low incomes. Efforts must also be given to targeting individuals residing in rural and frontier areas, individuals with limited English proficiency, and individuals with Alzheimer's disease and related disorders, with severe disabilities or at-risk of institutionalization and their caregivers.

E. Payment for Services: For the services determined by the Agency to be satisfactorily provided by Subrecipient Contractor hereunder, the Agency shall pay the Subrecipient Contractor, during the term, an aggregate amount, including gross receipts tax, not to exceed \$780,867.00. Said aggregate amount is to be derived from the following sources.

1. \$46,976.00 from Title III-B of the OAA [Assistance Listing Number 93.044].
2. \$96,380.00 from Title III-C1 of the OAA [Assistance Listing Number: 93.045].
3. \$64,000.00 from Title III-C2 of the OAA [Assistance Listing Number: 93.045].
4. \$0.00 from Title III-D of the OAA [Assistance Listing Number: 93.043].
5. \$58,862.00 from Title III-E of the OAA [Assistance Listing Number: 93.052]; and
6. \$514,649.00 from the NMGAA-State/HB-2

F. Reimbursement Process: The Agency will provide payment for services to Subrecipient Contractor as follows:

1. An initial payment of 12.5% of State funds will be distributed to the Subrecipient Contractor. This initial payment must be accounted for by the Subrecipient Contractor, and expenditures must be allocated to these funds.
2. Subrecipient Contractor shall submit timely and accurate information necessary for reimbursement:
 - a. All service performance data should be verified and reconciled by the Subrecipient Contractor prior to submitting the Verification Statement and the Agency Summary Report (ASR) to the Non-Metro AAA office by the 5th business day of the month. The Agency Summary Report (ASR) is the official document used to initiate reimbursement of services provided by the Subrecipient Contractor and must be reviewed and certified by the Agency each month.

- b. Subrecipient Contractors shall invoice the Agency on or before the 5th business day of the month for prior month expenditure using the OAA-SYS system provided by the Agency. The Agency may extend these dates on a case-by-case basis if the Subrecipient Contractor reports a hardship. However, the Agency will not accept, process, or pay invoices submitted fifteen (15) days or more after the deadline(s) until the next reimbursement cycle if within the fiscal year.
 - c. Invoicing shall include supporting documentation to validate reported expenses to include general ledger, purchase orders, invoices, and a Detail Summary form provided by the Agency.
 - d. The Subrecipient Contractor shall report local fund expenditures in OAA-SYS on a monthly basis, beginning no later than the October reimbursement cycle. Committed local funds must be 100% expended by June 30, 2027. If Subrecipient Contractor does not expense local fund expenditures as described herein, the Agency reserves the right to deduct said local funds from the Contractor's monthly reimbursement requests.
- 3. Payment for services shall be consistent with all applicable federal and state laws and regulations.
- 4. Payments to the Subrecipient Contractor will be made after receipt of funds by the Agency.
- 5. Payments to the Subrecipient Contractor may be withheld or denied by the Agency for expenditures which are not authorized by, or are in excess of, the regulations, terms and conditions contained in this Agreement or for expenditures which are not properly documented or substantiated by the Subrecipient Contractor. The Subrecipient Contractor agrees to hold the Agency harmless against all audit exceptions arising from the Subrecipient Contractor's violation and shall make restitution to the Agency of such amounts of money due to the Subrecipient Contractor's non-compliance.
- 6. Subrecipient Contractor must submit a detailed statement accounting for all services performed and expenses incurred. Reimbursements shall be made by the Agency on a monthly basis upon receipt of monthly expenditures and reports furnished by the Subrecipient Contractor. If the Agency finds that the services are not acceptable, within thirty days after the Subrecipient Contractor's invoice, it shall provide the Subrecipient Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Subrecipient Contractor may take to provide remedial action. Upon certification by the Agency that the services have been provided and accepted, payment shall be tendered to the Subrecipient Contractor within thirty days after the date of acceptance.
- 7. Payments to the Subrecipient Contractor are encouraged to be made electronically through the Automated Clearing House (ACH) Network.

8. This agreement does not guarantee a total level of reimbursement other than for individual units/services authorized, contingent upon availability of Federal and State funds.
9. The Subrecipient Contractor shall adopt the standard universal consumer assessment instrument provided by the Aging & Long-Term Services Department to capture information for all data fields on the tool, as required by state and federal reporting requirements.

2. TERMS OF AGREEMENT

In addition to the other provisions contained in this Agreement, the parties agree to the following:

- A. The Subrecipient Contractor agrees to:
 1. Provide services in accordance with Agency and State of New Mexico Aging and Long-Term Services Department policies and the OAA.
 2. Target services to older individuals with greatest economic and social need, including low-income individual, low-income minorities, older individuals at risk of institutional placement, individuals with limited English proficiency, and older individuals residing in rural areas, as applicable.
 3. Record timely and accurate consumer service delivery into WellSky Aging & Disabilities Database. Data shall be recorded daily.
 4. Submit timely and accurate consumer/client assessment and reassessment documentation (including transmittals), on the day conducted, utilizing the assessment tool required by the Agency.
 5. Ensure consumer contact and demographic information is accurate in WellSky Aging & Disabilities database.
 6. Submit quarterly program narrative reports and financial reports, to include approved budget, year-to-date expenses, and year-to-date revenue, by the 15th business day of the month following the end of the quarter.
 7. Participate in Agency monitoring and annual compliance assessments.
 8. Encourage client contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Subrecipient Contractor's financial reports. Client contributions (program income) will be reported fully and in the service category where generated, as required, to the Agency. Subrecipient Contractor agrees to expend all program income to expand or enhance the program/service under which it is earned.
 9. Provide letters from local City or County governments to the Agency committing local funds to Older Adult programs. Any changes in local funds (increases or decreases) will be provided in writing to the Agency.
 10. Maintain communication and correspondence with the Agency concerning clients' status, emergency situations, and program operations.

11. Submit emergency and contingency plans by the date and in the format required by the Agency to address unforeseen circumstances when service delivery is threatened.
12. At a minimum, attend three (3) Agency training events per year (may include attendance at Non-Metro AAA Advisory Council meetings).
13. Attend required Aging Network Training events and other special meetings of the Aging & Long-Term Services Department.
14. Subrecipient Contractor employees, officers, or agents shall not solicit nor accept gratuities, gifts, or favors of monetary value by or on behalf of clients as a gift, reward, or payment.

B. The Agency agrees to:

1. Review and process consumer intake and assessment documents completed by the Subrecipient Contractor, as applicable, to determine eligibility for service provision.
2. Maintain communication and correspondence concerning consumers' status.
3. Provide timely consultation and technical assistance to the Subrecipient Contractor as requested and as available.
4. Conduct quality-assurance procedures, which may include on-site visits, monitoring, and/or compliance assessments to ensure health, safety, and quality services are being provided.
5. Provide written policy, procedures and standard documents concerning client authorization to release information (both general and medical/health related release), ability to contribute to the cost of services provided, quality survey instrument, and complaints/grievances and appeals to all consumers.
6. Employ a full-time manager and financial individual to oversee funds contracted through Non-Metro AAA.

3. ASSURANCES

A. *Americans with Disabilities Act of 1990*

The Subrecipient Contractor shall comply with the requirements, established under the Americans with Disabilities Act, in meeting statutory deadlines under the Act as they pertain to operation for employment, public accommodations, transportation, state and local government operations and telecommunications.

B. *Section 504 of the Rehabilitation Act of 1973*

The Subrecipient Contractor shall provide that each program activity, when viewed in its entirety, is readily accessible to and usable by persons with disabilities in keeping with 45 CFR, Part 84.11, etc. Seq., and as provided for in Section 504 of the Rehabilitation Act of 1974, as amended. When structural changes are required, these changes shall be in keeping with 45 CFR, Part 74. The Subrecipient Contractor shall ensure that benefits and services available under the

agreement are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

- C. *Age Discrimination in Employment Act of 1967*
The Subrecipient Contractor shall comply with the Age Discrimination in Employment Act of 1967 (29 USC 621, etc. Seq.).
- D. *Drug Free Workplace*
The Subrecipient Contractor shall comply with the Drug-Free Workplace Act of 1988.
- E. *Certification Regarding Debarment*
The Subrecipient Contractor shall certify annually that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
- F. *Certification Regarding Lobbying*
The Subrecipient Contractor shall certify annually that no Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the subrecipient contractor shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- G. *Financial Management*
The Subrecipient Contractor must implement financial management standards in accordance with the Federal standards outlined in the United States Department of Health and Human Services Federal Regulation 45 CFR Part 75, 2 CFR Uniform Grants Guidance Part 200 and New Mexico Fiscal Requirements.
- H. *Budget Adjustment*
The Subrecipient Contractor shall submit to the Agency, as necessary, any budget adjustment request(s) for review and approval. Any modifications to employee salaries shall require a budget adjustment request. Under no circumstances may a budget adjustment request(s) be submitted to the Agency later than March 15th unless authorized by the Agency in writing. The Agency shall review and approve or deny budget adjustment request(s) at its sole discretion.

I. *Incentive Compensation*

Use of federal and state funds for incentive compensation to employees based on cost reduction, efficient performance, suggestion awards, safety awards, etc. is un-allowable and will not be recognized by the Agency as a reimbursable expense. The use of federal or state funds for staff recognition or employee gifts is also unallowable.

J. *Independent Audit*

The Subrecipient contractor shall provide a financial and compliance audit report(s) to the Agency covering the period of July 1, 2026, through June 30, 2027. The Subrecipient Contractor is considered an independent contractor and is subject to audit requirements under Title 2, Subtitle A, Chapter II, Part 200 of Code of Federal Regulations and Government Audit Standards, regardless of the amount of federal funding the Subrecipient Contractor receives.

1. The Audit report(s) provided to the Agency must include a copy of the Auditor's management letter.
2. The audit report shall include a schedule of administrative and program expenses for each separate federal title or program (Title IIIB, Title IIIC-1, Title IIIC-2, Title IIID, Title IIIE, and NSIP), which facilitates a reconciliation of audited costs to the final report.
3. Submittal of the audit report for government entities shall be within ten (10) working days after release by the New Mexico State Auditor's Office. For non-governmental entities, the audit report is due four (4) months after the end of the entity's fiscal year.

K. *Equal Opportunity Compliance*

The Subrecipient Contractor agrees to abide by all federal and state laws, rules, 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 Subrecipient Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Subrecipient Contractor is found not to be in compliance with these requirements during the life of this Agreement, Subrecipient Contractor agrees to take appropriate steps to correct these deficiencies.

L. *Compliance with Aging and Long-Term Services Department Functions.*

The Subrecipient Contractor shall perform in accordance with the Federal Older Americans Act (OAA) and directives of the U.S. Administration on Aging; Rules, regulations, State Plan, policies and procedures established by the Aging and Long-Term Services Department, for the provision of services, and administration of

programs funded under the OAA and the New Mexico State Legislature; New Mexico Administrative Code, Title 9, Chapter 2, Parts 1-24; The Aging & Long-Term Services Act, NMSA 1978, Sections 9-23-1 et seq.; The New Mexico Environment Department Food Establishment Rules and Regulations; Dietary Guidelines for Americans; Dietary Reference Intakes (DRIs); the approved Agency Area Plan, Agency Policy and Procedures; the approved Service Plan; State and Federal emergencies and public health/emergency orders enacted by the Governor of the State of New Mexico; Title II Part 200 of the Code of Federal Regulations; and the terms and conditions of this Agreement.

M. *Non-Discrimination Service Delivery.*

The Subrecipient Contractor, in determining (a) the services or other benefits provided under this Agreement, (b) the class of individuals to whom, or situation in which such services or other benefits will be provided under this program, or (c) the class of individuals to be afforded an opportunity to participate in the program, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program in respect to individuals of a particular race, religion, color, national origin, ancestry, sex, sexual preferences, age or handicap.

N. *Targeting and Outreach.*

The Subrecipient Contractor shall engage in targeting and outreach activities, as required by the OAA, to all potential recipients of services as referenced in section 1.D. The Subrecipient Contractor shall conduct ongoing community outreach to assess needs and inform potential recipients of available services. The Subrecipient Contractor shall report all activities in its quarterly program reports submitted to the Agency.

O. *Consumer Feedback.*

The Subrecipient Contractor shall utilize the standardized survey instrument required by the Agency to obtain and evaluate consumer opinions of the quality of services received.

P. *Emergency Preparedness Requirements.*

The Subrecipient Contractor shall monitor and notify the Agency of any situation which has the potential to be an emergency in which older adults or adults with disabilities may be adversely affected.

- a. Subrecipient Contractor shall complete and submit the Agency's Emergency Preparedness and Continuity of Operations Plan annually.
- b. Subrecipient Contractor shall provide and update emergency contact information for all emergency management personnel in the format provided by the Agency.

- c. Subrecipient Contractor agrees to notify the Agency of service modifications in the event of a holiday, emergency, or other situation as soon as those service modifications are known.
- d. Subrecipient Contractor agrees to notify the Agency of emergency situations and events as soon as they are known, regardless of service modification.
- e. Subrecipient Contractor shall ensure continuation of services during emergency events to the extent possible and will request assistance from the Agency in the event it cannot perform this requirement.
- f. Subrecipient Contractor agrees to perform well-check calls to consumers during emergency events, regardless of the open or closed status of facilities and services. Subrecipient Contractor agrees to utilize well-check call scripts and systems provided by the Agency in this process. Subrecipient Contractor will request assistance from the Agency in the event it cannot perform this requirement.

4. TERM

This Agreement shall begin on July 1, 2026, and terminate on June 30, 2027, unless terminated pursuant to Paragraph 5, below or for any other reason allowed by law.

5. TERMINATION

- A. This Agreement may be terminated by the Agency or Subrecipient Contractor, with or without cause upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance prior to the date of termination.

The Agency may terminate this Agreement immediately, upon written notice to the Subrecipient Contractor, if the Subrecipient Contractor becomes unable to perform the services contracted for, as determined by the Agency, or if, during the term of this Agreement, the Subrecipient Contractor endangers program consumers, or if any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein, or if the Subrecipient Contractor fails to comply with any of the terms contained herein or is in breach of this Agreement as set forth in Section 6, below. This provision is not exclusive and does not waive the Agency's other legal rights and remedies caused by the Subrecipient Contractor's default or breach of this Agreement.

- B. Termination Management. Immediately upon receipt of notice of termination of this Agreement, the Subrecipient Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation,

retention, or transfer of all property entitled to the Agency and client records generated under this Agreement and any property, inventory, or equipment purchased by the Subrecipient Contractor with contract funds shall become property of the Agency upon termination. Within fifteen (15) days of notice of termination, the Subrecipient Contractor shall furnish to the Agency a complete, detailed inventory of property, inventory and/or equipment purchased with funds provided under the existing and previous Agency agreements with the Subrecipient Contractor; the property listed in the inventory report including client records and a final closing of the financial records and books of accounts which were required to be kept by the Subrecipient Contractor under the paragraph of this Agreement regarding financial records.

6. BREACH OF AGREEMENT BY SUBRECIPIENT CONTRACTOR

- A. In addition to the breach of any term, provision, covenant, agreement, or obligation of Subrecipient Contractor contained in this Agreement, the following constitute a breach of Subrecipient Contractor's obligations and duties hereunder:
 - 1. The Subrecipient Contractor's failure to provide proof of insurance coverage sufficient to meet the requirements of this Agreement or any applicable federal, state, or local laws, rules, or regulations.
 - 2. The Subrecipient Contractor's failure to adequately safeguard its assets in such a manner that would adversely impact the interests of the intended recipients of the services to be performed, hereunder, and jeopardize their receipt of such services.
 - 3. Unless otherwise duly authorized in writing by the Agency, the Subrecipient Contractor's failure to meet line-item budgetary ceilings set forth in its approved budget for delivering the services contemplated hereunder.
- B. Upon a determination by the Agency that the Subrecipient Contractor shall be in breach of this Agreement, the Agency shall provide written notice to the Subrecipient Contractor specifying the facts and circumstances constituting the breach(es) and advising the Subrecipient Contractor that such breach(es) must be cured to the Agency's satisfaction within thirty (30) days from the date of such written notice. If such cure is not timely made, then the Agency may elect to implement one or more of the following intermediate sanctions:
 - 1. The Agency may install a program monitor for a specified time period to closely observe the Subrecipient Contractor's efforts to comply with obligations remaining under this Agreement. Such monitor shall have authority to review any or all the Subrecipient Contractor's records, policies, procedures, and financial records germane to the Subrecipient Contractor's delivery of the services contemplated by this Agreement. Such monitor may also serve as a consultant to the Subrecipient Contractor to advise on the correction of the determined deficiencies. All costs associated with the Agency's selection and installation of

such monitor shall be paid from the state and federal funds awarded to the Subrecipient Contractor hereunder.

2. The Agency may appoint a temporary manager who shall have primary responsibility to oversee the operation of the Subrecipient Contractor's services contemplated by this Agreement. All costs associated with the Agency's selection and installation of such a temporary manager shall be paid from the compensation awarded to the Subrecipient Contractor.
3. The Agency may deem the Subrecipient Contractor ineligible for the receipt of any additional funds to be paid to Subrecipient Contractor hereunder.
4. The Agency may cancel, terminate, or suspend this Agreement in whole or in part.
5. In addition to other remedies available to the Agency hereunder, the Agency may, in its discretion, establish a period of probation with specific objectives to be accomplished by the Subrecipient Contractor hereunder, or to be in compliance with applicable policies, procedures, laws, and regulations.
6. The Agency may pursue any other remedy as may be provided under applicable law.

7. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the US Government or Legislature of New Mexico and utilized by the Agency 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 Agency to the Subrecipient Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Subrecipient Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Subrecipient Contractor shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

8. STATUS OF SUBRECIPIENT CONTRACTOR

The Subrecipient Contractor, its agents, and employees are independent contractors performing professional services for the Agency and are not employees of the Agency. The Subrecipient Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Agency vehicles, or any other benefits afforded to employees of the Agency as a result of this Agreement. The Subrecipient Contractor acknowledges that all sums received hereunder are reportable for income tax purposes.

9. ASSIGNMENT

The Subrecipient Contractor shall not assign or transfer any interest in this Agreement, assign any claims for money due, or to become due under this Agreement, without the prior written approval of the Agency.

10. SUBCONTRACTING

The Subrecipient Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims, and obligations, whatsoever arising from or under this Agreement. The Subrecipient Contractor agrees not to purport to bind the Agency to any obligation not assumed herein unless the Subrecipient Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. CONFIDENTIALITY

Any information provided to or developed by the Subrecipient Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization, by the Subrecipient Contractor without the prior written approval of the Agency. Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal laws or regulations. Subrecipient Contractor shall establish a method to guarantee the confidentiality of all information relating to clients in accordance with applicable federal, state and local laws, rules and regulations, as well as the terms of this Agreement. However, this provision shall not be construed as limiting the rights of the Agency or any other federal or state authorized representative to access client case records or other information relating to clients served under this Agreement.

13. PRODUCT OF SERVICE – COPYRIGHT

All materials developed or acquired, by the Subrecipient Contractor, under this Agreement, shall become the property of the Agency and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Subrecipient Contractor, under this Agreement, shall be the subject of an application for copyright or other claim of ownership, by or on behalf, of the Subrecipient Contractor.

14. CONFLICT OF INTEREST

The Subrecipient Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree, with the performance or services required under the Agreement. The Subrecipient Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

15. AMENDMENT

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

16. 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.

17. PENALTIES FOR VIOLATION OF LAW

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

18. 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 Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Subrecipient 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.

19. WORKERS COMPENSATION

The Subrecipient Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Subrecipient Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

20. RECORDS AND FINANCIAL AUDIT

The Subrecipient Contractor shall maintain detailed time and expenditure records, including, but not limited to, client records, books, supporting documents pertaining to services provided, 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 shall be subject to inspection by the Agency, the Aging and Long-Term Services Department, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments. If, pursuant to this Agreement, the Subrecipient Contractor receives federal funds subject to the Single Audit Act, the Subrecipient Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

21. INDEMNIFICATION

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 limitation of the New Mexico Tort Claims Act.

22. PARTICIPANT GRIEVANCE

The Subrecipient Contractor will establish a system through which applicants for, and recipients of services, may present grievances about the operation of the service program. The Subrecipient Contractor will advise applicants and recipients of their right to appeal denial of service and their right to a fair hearing of these respects. The Subrecipient Contractor shall notify the Agency of termination of services, to a client, as part of a monthly service report, on any

services funded by this Agreement. The Agency reserves the right to perform follow-up investigations with the client to determine adequate performance and adherence to due process.

23. KEY PERSONNEL

The Agency shall be notified of changes in Key Personnel. The Agency considers the following positions as Key Personnel:

1. Program Director
2. Financial Manager
3. WellSky Aging & Disability User

The Subrecipient Contractor will maintain full-time Key Personnel sufficient to perform the Service Plan throughout the term of this agreement.

24. 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.

25. 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.

26. 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:

AGENCY:

NCNMEDD Non-Metro AAA
Daniel Osborn, AAA Director
644 Don Gaspar
Santa Fe, NM 87505

SUBRECIPIENT CONTRACTOR:

City of Santa Fe
Manuel Sanchez, Senior Services Director
Mary Esther Gonzales Senior Center
1121 Alto Street
Santa Fe, NM 87501

27. INSURANCE

The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, comprehensive and general public liability insurance and/or other types of insurance as the Agency may require. The Subrecipient Contractor shall secure and maintain, during the term of this Agreement, at its own expense, workers' compensation insurance in the amounts required by the applicable laws of the State of New Mexico covering the Subrecipient Contractor's employees. All policies of liability insurance that Subrecipient Contractor is obligated to maintain, according to this Agreement, except for any policy of workers' compensation insurance, shall name Agency as an additional insured. The Subrecipient Contractor shall furnish to the Agency, directly from its insurance carrier, a memorandum or certification of all insurance carried before the payment of any monies as consideration for the services rendered hereunder shall be made. Upon such certificates and/or memoranda being

furnished to the Agency, the same shall be annexed to this Agreement and by reference made a part hereof.

28. AUTHORITY

The individual(s) signing this Agreement on behalf of Subrecipient Contractor represents and warrants that he or she has the power and authority to bind Subrecipient Contractor, and that no further action, resolution, or approval from Subrecipient Contractor is necessary to enter into a binding contract.

29. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective July 1, 2026.

City of Santa Fe
Legal Name of Subrecipient Contractor

Signature

Printed/Typed Name of Signatory

Date

NCNMEDD Non-Metro Area Agency on Aging
Name of Area Agency on Aging



Signature

Thomas A. Garcia, Executive Director
Printed/Typed Name of Signatory

July 1, 2026

Date

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Sarah Piltch

Sarah Piltch (Jul 29, 2026 11:10:17 MDT)

SARAH PILTCH, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

Aug 26, 2026

MONICA MAESTAS, FINANCE DIRECTOR

Santa Fe FY 26-27 Title 3 (1)

Final Audit Report

2026-07-29

Created:	2026-07-29
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5UCeSQaaH0sWaWJtgW3p7m3vuXbJuFr0
Documents:	Santa Fe FY 26-27 Title 3 (1).pdf (16 pages)
Number of Documents:	1
Document page count:	16
Number of supporting files:	0
Supporting files page count:	0

"Santa Fe FY 26-27 Title 3 (1)" History

 Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-07-29 - 5:05:23 PM GMT - IP address: 63.232.20.2

 Document emailed to SARAH PILTCH (scpiltch@santafenm.gov) for signature
2026-07-29 - 5:05:50 PM GMT

 Email viewed by SARAH PILTCH (scpiltch@santafenm.gov)
2026-07-29 - 5:09:39 PM GMT - IP address: 174.28.32.204

 Document e-signed by SARAH PILTCH (scpiltch@santafenm.gov)
Signature Date: 2026-07-29 - 5:10:17 PM GMT - Time Source: server- IP address: 174.28.32.204 - Signature Appearance Selected: MOBILE_TYPE

 Agreement completed.
2026-07-29 - 5:10:17 PM GMT



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Adobe
Acrobat Sign



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 8/18/2026

Project Title: NCNMEDD NMAAA Title III - Congregate Meals

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: Community Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

Project ID: COM27241CM

Grant ID: _____

Approved By: Erika Lujan 8/25/2026

(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 21%

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: \$117,524.61

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: 17%

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: \$96,380.00

Expense String Phase: Local: \$341,965.68 62%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410114 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Awarded Amount: \$780,867.00

AR Charge Code: See Attached ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 2026-27-60026 Federal CFDA (if applicable): 93.045

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 8/18/2026

Project Title: NCNMEDD NMAAA Title III - Grandparents Raising Grandchildren

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: Community Services/Senior Services Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

Project ID: COM27241GPRG

Grant ID: _____

Approved By: Erika Lujan 8/25/2026

(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 58%

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: \$5,000.00

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: \$

Expense String Phase: Local: \$3,647.00 42%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: 1 MUNIS ORG: 2410113 MUNIS OBJ: 510500

Grants Only (list all grants if applicable):

Grantor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Awarded Amount: \$780,867.00

AR Charge Code: See Attached ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 2026-27-60026 Federal CFDA (if applicable): 93.052

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 8/18/2026

Project Title: NCNMEDD NMAAA Title III - Home Delivered Meals

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: Community Services/Seniors Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

Project ID: COM27241HDM

Grant ID: _____

Approved By: Erika Lujan 8/25/2026

(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 15%

MUNIS ORG: 2410114 MUNIS OBJ: 490710 Awarded Amount: \$143,775.19

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: 7%

MUNIS ORG: 2410114 MUNIS OBJ: 490715 Awarded Amount: \$64,000.00

Expense String Phase: Local: \$755,330.32 78%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410114 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Awarded Amount: \$780,867.00

AR Charge Code: See Attached ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 2026-27-60026 Federal CFDA (if applicable): 93.045

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 8/18/2026

Project Title: NCNMEDD NMAAA Title III - Homemaker

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: Community Services/Senior Services Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

Project ID: COM27241HM

Grant ID: _____

Approved By: Erika Lujan 8/25/2026
(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 26%

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: \$96,607.35

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: 4%

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: \$13,631.24

Expense String Phase: Local: \$257,806.23 70%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410113 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Awarded Amount: \$780,867.00

AR Charge Code: See Attached ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 2026-27-60026 Federal CFDA (if applicable): 93.044

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 8/18/2026

Project Title: NCNMEDD NMAAA Title III - Respite

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: Community Services/Senior Services Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

Project ID: COM27241RESPITE

Grant ID: _____

Approved By: Erika Lujan 8/25/2026

(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 6%

MUNIS ORG: 2410113 MUNIS OBJ: 490710 Awarded Amount: \$34,795.61

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: 10%

MUNIS ORG: 2410113 MUNIS OBJ: 490715 Awarded Amount: \$58,862.00

Expense String Phase: Local: \$519,777.77 84%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410113 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable):

Grantor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Awarded Amount: \$780,867.00

AR Charge Code: See Attached ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 2026-27-60026 Federal CFDA (if applicable): 93.052

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

Date of Request: 8/18/2026

Project Title: NCNMEDD NMAAA Title III - Transportation

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: Community Services/Senior Services Project Manager: Manuel Sanchez Ext: 4710

Project Date Range: 07/01/2026 to 06/30/2027 ☐ Create Fixed Asset

Project ID: COM27241TRANSP

Grant ID: _____

Approved By: Erika Lujan 8/25/2026

(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Area Agency on Aging-State-IFT % of Funding: 11%

MUNIS ORG: 2410115 MUNIS OBJ: 490710 Awarded Amount: \$116,946.24

Funding Source: Area Agency on Aging-Fed-IFT % of Funding: 3%

MUNIS ORG: 2410115 MUNIS OBJ: 490715 Awarded Amount: 33,344.76

Expense String Phase: Local: \$915,147.00 86%

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See Attached MUNIS ORG: 2410115 MUNIS OBJ: See Attached

Grants Only (list all grants if applicable): Local:

Grantor Name: North Central New Mexico Economic Development District Non-Metro Area Agency on Aging Awarded Amount: \$780,867.00

AR Charge Code: See Attached ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 2026-27-60026 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME	DATE
Community Services Department/ Senior Services Division	8/11/2026

ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
EXPENDITURES				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Food (NSIP)	2410114	530400	COM27241CM	8,484.00	
Food (NSIP)	2410114	530400	COM27241HDM	21,816.00	
Food (HD) Fed	2410114	530400	COM27241HDM		(4,383)
Food (HD) State	2410114	530400	COM27241HDM		(8,732)
Food (HD) State	2410114	530400	COM27241HDM		(4,115)
Food (HD) Fed	2410114	530400	COM27241HDM	4,115	
Food (HD) Fed	2410114	530400	COM27241HDM	4,383	
Food (HD) State	2410114	530400	COM27241HDM	631	
Food (HD) State	2410114	530400	COM27241HDM	8,732	
Salaries	2410113	500110	COM27241RESPITE		(41,554)
FICA	2410113	503100	COM27241RESPITE		(3,179)
Retirement (PERA)	2410113	503150	COM27241RESPITE		(10,092)
Retiree Health Care	2410113	503250	COM27241RESPITE		(831)
Workers' Comp	2410113	503350	COM27241RESPITE		(927)
City Share Dental Insurance	2410113	503400	COM27241RESPITE		(530)
Operationg Supplies	2410113	530200	COM27241RESPITE	1,024	

REVENUES				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
US Area Agency on Aging (NSIP)	2410114	490715	COM27241CM	(8,424)	
NM Area Agency on Aging (NSIP)	2410114	490710	COM27241HDM	(21,876)	
US Area Agency on Aging (Inhome)	2410113	490715	COM27241HM		(38,765)
NM Area Agency on Aging (Inhome)	2410113	490710	COM27241HM		(17,325)
US Area Agency on Aging (Cong)	2410114	490715	COM27241CM	(6,380)	
NM Area Agency on Aging (Cong)	2410114	490710	COM27241CM	(13,000)	
US Area Agency on Aging (HD)	2410114	490715	COM27241HDM	(14,000)	
NM Area Agency on Aging (HD)	2410114	490710	COM27241HDM	(1,418)	

JUSTIFICATION: (use additional page if needed)
 --Attach supporting documentation/memo

\$ (15,912) \$ (130,434)

North Central New Mexico Economic Development District Non-Metro Area Agency on Aging FY27 grant award

corrections to award amounts for FY27.

{Complete section below if BAR results
in a net change to ANY Fund}

Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

Theresa Trujillo	8/24/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins	Aug 25, 2026
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #:	Budget Officer	Date
<u>Manuel Sanchez</u> Manuel Sanchez (Aug 25, 2026 09:27:58 MDT)	Aug 25, 2026		Finance Director {≤ \$5,000}	Date
Division Director Signature {optional}	Date		City Manager {≤ \$60,000}	Date
Sandra Emory	Aug 25, 2026			
Department Director Signature	Date			



Date: August 26, 2026

To: Governing Body
Finance Committee
Quality of Life Committee

From: Ben Valdez, Interim Chief of Police B. Valdez
B. Valdez (Aug 26, 2026 16:50:46 MDT)

Subject: Department of Homeland Security Memorandum of Understanding (MOU)
Executive Order 2025-358

Vendor Name: Department of Finance Authority

Vendor Number: 3125

ITEM AND ISSUE:

Request for approval of the Memorandum of Understanding between the New Mexico Department of Homeland Security and Emergency Management and the City of Santa Fe Police Department to support Executive Order 2025-358. Pursuant to the Executive Order, the Governor of the State of New Mexico authorized emergency funds in an amount not to exceed seven hundred fifty thousand dollars (\$750,000.00) for expenditure in Rio Arriba and Santa Fe County by all participating agencies. (Ben Valdez, Interim Chief of Police, bpvaldez@santafenm.gov)

BACKGROUND AND SUMMARY:

On August 12, 2025, Governor Michelle Lujan Grisham issued Executive Order 2025-358, declaring an emergency in Rio Arriba County, the City of Espanola, the Pueblo of Santa Clara, and Ohkay Owingeh. The Executive Order authorized funds for the New Mexico Department of Homeland Security and Emergency Management (NMDHSEM) for expenditures in support of the emergency order.

The identified communities are experiencing a significant increase in crime, including but not limited to violent offense, property crimes, drug trafficking and other public safety threats. The impacts of these public safety threats are far-reaching, manifesting in increased homelessness, family instability, and fatal drug overdoses. The surge in criminal activity and addiction has placed an extraordinary burden on the local governments, especially their police departments. Rio Arriba County, the City of Espanola, Pueblo of Santa Clara and Ohkay Owingeh have indicated that local resources are insufficient to address this emergency, and they have requested immediate assistance from the State of New Mexico. The emergency requires immediate action to protect public peace, health and safety. The disaster is of such great magnitude as to be beyond local control and required resources of the State of New Mexico to minimize economic or physical harm and to take actions necessary to protect public health, safety, and welfare. With this, Governor Lujan Grisham declared a state of emergency for the identified communities.

The Governor's Office has requested assistance from the Santa Fe Police Department to support the executive order with personnel and resources to address crime related to drug trafficking, violent crime and public safety threats.

Santa Fe is a hub city and provides employment, education institutions, retail businesses, recreation, and medical facilities for surrounding communities in our region. Santa Fe also lies at the crossroads of two identified High Intensity Drug Trafficking Routes, being US 84/285 and Interstate 25. Our community is already experiencing similar challenges, at a

lower scale, as the communities under the state of emergency including violent offenses, property crimes, drug trafficking, human trafficking, increased homelessness, family instability, and fatal drug overdoses.

With the increased efforts addressing crime in surrounding communities, crime is being displaced to Santa Fe. This means we must be prepared and able to address these challenges to make it clear to criminal offenders they will be apprehended and held accountable. Our contribution will make it much more difficult for criminal offenders to operate in the entire region encompassing Santa Fe County and Rio Arriba County. This funding will help us fulfill our need to have the capacity and resources to keep our community and region safe from criminal activity caused by drug trafficking.

Our law enforcement officers must increase our efforts with dismantling drug trafficking organizations, drug identification, drug seizures and interdiction of large quantity of drug shipments passing through and being delivered to our community to reduce the availability of drug supply. In addition, we will continue our efforts by diverting addicted people to available resources to begin their path to wellness to overcome their addiction to reduce the demand for the drug supply.

Funding will be used to conduct interdiction operations on roads and highways used as drug trafficking routes, to support drug trafficking investigations, to purchase equipment such as drug identification devices that limit the potential of exposure to fentanyl and other dangerous drugs, to cover overtime expenses and consumable equipment expenses in support of the executive order, and any other allowable expense permitted to support the executive order.

The executive order and the availability for this funding will end at the conclusion of Governor Lujan Grisham's term in 2026.

PROCUREMENT METHOD: N/A

Chief Procurement Officer Approval: N/A **Date:** _____

Comment/Exceptions: _____

Supporting Information: _____

CONTRACT NUMBER: N/A

\$\$\$\$\$ SOURCE/REVENUE: ☐ Expense | ☒ Revenue

Budget Officer Approval: Andrew J. Hopkins **Date:** 08/26/2026

Comment/Exceptions: _____

Grant ☒ Yes | ☐ No

Grant #: _____

Grant Manager/Accounting Officer Approval: ERIKA LUJAN **Date:** 08/27/2026

Comment/Exceptions: _____

Project ☒ Yes | ☐ No

Project Ledger #: POL2722301

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

☐ Yes | ☒ No

Asset # (if known): N/A

Repair or Replacement of Existing Equipment:

☐ Yes | ☒ No ~If yes -> ☐ Repair | ☐ Replacement

Please explain: N/A

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

☐ Yes | ☒ No

Anticipated length of project: N/A

Asset Manager Approval: N/A **Date:** _____

Comment/Exceptions: _____

Was this service deemed construction: ☐ Yes | ☒ No

~If yes, does this expenditure exceed \$25,000? ☐ Yes | ☒ No

~If yes, did you obtain the appropriate bond? ☐ Yes | ☒ No

~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

Department Approvals:

IT Components: ☐ Yes | ☒ No

Vehicles: ☐ Yes | ☒ No

Facilities, Furniture, Fixtures, Equipment: ☐ Yes | ☒ No

Approval: N/A **Title:** _____ **Date:** _____

Approval: _____ **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: Anna Marie Bowen, 505-955-5122

ATTACHMENTS:

MOU/Agreement

Project Ledger Form

Budget Amendment Resolution (BAR)

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary



Ali Rye
State Director

Randy Varela
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND
EMERGENCY MANAGEMENT (DHSEM) AND CITY OF SANTA FE POLICE
DEPARTMENT**

This Memorandum of Understanding ("MOU") is entered into by and between the New Mexico Department of Homeland Security and Emergency Management (DHSEM) and Jurisdiction, hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Governor of the State of New Mexico, by Executive Order 2025-358, declared a state of emergency in Rio Arriba County and Santa Fe County due to a surge in criminal activity, addiction, and associated public safety threats; and

WHEREAS, Executive Order 2025-358 authorized the Department of Finance and Administration to make available emergency financial resources in an amount not to exceed seven hundred fifty thousand dollars (\$750,000.00) to the Department of Homeland Security and Emergency Management to address this emergency; and

WHEREAS, DHSEM is charged with coordinating requests for assistance and ensuring that such funds are expended in accordance with state policy and procedures, as approved by the State of New Mexico; and

WHEREAS, Santa Fe County has requested funding support to address extraordinary burdens on public safety and emergency response capacity resulting from the declared emergency; and

WHEREAS, both Parties recognize that these funds must be expended only on projects approved by the State of New Mexico, and that all expenditures must comply with applicable state and federal laws, regulations, and executive directives; and

WHEREAS, the Parties further acknowledge the importance of ensuring that funds are not used for any unlawful purpose, and that all expenditures will conform to fair labor standards, nondiscrimination provisions, and generally accepted financial accountability practices.

NOW, THEREFORE, the Parties agree as follows:

I. PURPOSE

Pursuant to Executive Order 2025-358, the Governor has authorized emergency funds in an amount not to exceed seven hundred fifty thousand dollars (\$750,000.00) to DHSEM for expenditure in Rio Arriba County and Santa Fe County.

The purpose of this MOU is to establish the terms and conditions under which DHSEM shall transfer funds to the City of Santa Fe Police Department for use in addressing the declared emergency. All funds shall be expended solely on projects approved by the State of New Mexico and in compliance with all applicable state and federal laws, regulations, and executive directives.

II. DEFINITIONS

- A. “State Approval” means written approval issued by the State of New Mexico pursuant to Executive Order 2025-358 and any related directives or approvals issued under the authority of the Governor or her Authorized Representative.
- B. “Allowable Purposes” means actions necessary to avoid or minimize economic or physical harm until the situation stabilizes, including, on a temporary emergency basis, lodging, sheltering, health care, food, transportation or shipping necessary to protect lives or public property, or other actions necessary to protect public health, safety, welfare, and property.
- C. “Funds” means the state emergency monies made available by state approved projects.
- D. “Jurisdiction” means the agency receiving reimbursement funds for the purposed listed in EO 2025-358

III. TERM

This MOU is effective upon the last signature and remains in effect until all authorized funds are expended or no longer necessary to provide emergency assistance, as determined by the State of New Mexico. Either Party may terminate on thirty (30) days’ written notice.

IV. SCOPE OF WORK

A. Local Jurisdiction Responsibilities:

- Expend funds only on projects or activities that have received State Approval.
- Ensure all expenditures fall within Allowable Purposes as defined in Section II.B.
- Comply with all applicable federal, state, and local laws, including procurement, labor, nondiscrimination, and environmental requirements (see Section VII).
- Maintain internal controls to ensure allowability, allocability, necessity, and reasonableness of costs.
- Submit required project lists, documentation, and reports per Section VI.

- For the duration of the declared emergency and on a 24-7 basis make available a Rio Arriba County Sheriff's Office Deputy, New Mexico State Police Officer and Española Police Department Officer to be dispatched to adjacent tribal participants jurisdiction for the purpose of arresting, transporting, and serving outstanding warrants for arrests of non-native individuals encountered and found to be verified as wanted by participating Tribal Law Enforcement Agencies.

B. DHSEM Responsibilities

- Transfer funds consistent with this MOU and Executive Order 2025-358.
- Provide oversight, technical assistance, and monitoring as described in Sections VI and VIII.
- Confirm that each project identified for funding has State Approval and fits Allowable Purposes.

V. FUNDING, DISBURSEMENT, AND PAYMENT

- Not-to-Exceed Amount. Total funds under this MOU shall not exceed the amount allocated to the Jurisdiction as identified in the award letter.
- Method. Intergovernmental transfer or prior approval of method of reimbursement from DHSEM to the Jurisdiction, in one or more tranches tied to approved projects and documentation milestones.
- Draws/Advances. The Jurisdiction may request reimbursements supported by invoices, receipts, payrolls, contracts, or other evidentiary documents. DHSEM may pay on a reimbursement.
- Interest/Segregation. Funds shall be held in a segregated account or tracked via a dedicated cost center to ensure transparency and auditability.
- No Property Interest. The Jurisdiction has no property interest in unexpended funds and acknowledges DHSEM authority to withhold, adjust, or recoup funds for noncompliance or ineligibility, consistent with state authority and SGA-modeled practices.

VI. PROJECT APPROVAL, REPORTING, AND CLOSEOUT

- Project Approval Workflow.
 1. Jurisdiction submits a Project Approval Request (PAR) for each proposed project, including scope, budget, schedule, and justification under Allowable Purposes.
 2. State of New Mexico confirms State Approval before any expenditure is eligible.
 3. Modifications to scope or budget require written concurrence and continued State Approval.

B. Reporting.

1. The Jurisdiction will provide weekly reporting to the State of New Mexico that includes the following:
 - a. Felony arrests
 - b. Misdemeanor arrests
 - c. Law Enforcement officers on duty by agency
 - d. Public Safety Telecommunicators on duty by agency
 - e. Running total of outstanding felony warrants in Rio Arriba and Santa Fe Counties

C. Closeout.

DHSEM will close out each project and the award upon receipt and acceptance of final financial and performance reports; any disallowed or unspent funds must be returned at closeout.

VII. COMPLIANCE REQUIREMENTS

- A. Procurement. The Jurisdiction procurements shall comply with the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through -199, and any applicable emergency procurement provisions, and be conducted with full and open competition.
- B. Labor Standards. The Jurisdiction shall comply with fair labor practices and applicable wage and hour requirements.
- C. Nondiscrimination and Accessibility. The Jurisdiction shall comply with nondiscrimination obligations modeled on 44 C.F.R. Part 7 and Title VI principles and ensure program accessibility.
- D. Debarment/Suspension. Jurisdiction shall not contract with or make subawards to suspended or debarred parties.
- E. Anti-Lobbying. No funds under this MOU may be used for lobbying. The Jurisdiction acknowledges the anti-lobbying principles reflected in FEMA grant certifications.
- F. Drug-Free Workplace. The Jurisdiction shall maintain a drug-free workplace policy.
- G. Environmental/Historic. For any construction or ground-disturbing work, the Jurisdiction will obtain necessary permits and comply with environmental and cultural resource protections as applicable.
- H. Conflicts of Interest. The Jurisdiction shall maintain written conflict-of-interest standards covering selection, award, and administration of contracts.

- I. Confidentiality and Public Records. The Parties will comply with applicable public records and confidentiality laws; nothing herein waives statutory obligations.
- J. No Unlawful Use. Funds may not be used for any unlawful purpose.

VIII. MONITORING, AUDIT, AND REMEDIES

- A. Monitoring. DHSEM may review records, conduct site visits, and require corrective actions.
- B. Records Retention. The Jurisdiction shall retain financial and program records for three (3) years after final reporting, and longer if litigation, audit, or claim is pending.
- C. Audit/Recoupment. DHSEM may disallow costs and recover funds expended in error, misrepresentation, fraud, ineligibility, or noncompliance, following SGA-modeled practices.
- D. Remedies for Noncompliance. DHSEM may withhold payments, condition future payments, impose special terms, or suspend/terminate funding for material noncompliance.

IX. ALLOWABLE AND PROHIBITED USES

- A. **Personnel** **Costs**
Compensation for pre-approved personnel directly engaged in activities covered by this MOU, including:
 - a. Salaries and wages based on actual time worked;
 - b. Applicable fringe benefits;
 - c. Overtime pay, when pre-approved in writing and in accordance with the applicable labor regulations or collective bargaining agreements;
 - d. Backfill or replacement staffing costs, where necessary and approved in advance.
- B. **Equipment** **and** **Supplies**
Use of equipment and supplies necessary for the execution of MOU-related activities, including:
 - a. Consumable materials and supplies used during the performance of MOU-related tasks.
- C. **Administrative** **and** **Support** **Costs**
Reasonable and necessary administrative support costs, including:
 - a. Clerical and support staff time, if directly attributable to the performance of duties under this MOU.

Costs

Any other direct costs incurred in the performance of this MOU, provided they are:

- a. Reasonable and necessary;
- b. Pre-approved by the authorized representative(s) of each party;
- c. Properly documented and aligned with the scope and intent of this MOU.

E. Prohibited Uses

- a. include lobbying, political activities, fines/penalties unrelated to project performance, entertainment, alcohol, severance unrelated to project needs, and any expenditure outside the geographic or purpose scope of the Executive Order.

X. RELATIONSHIP OF THE PARTIES

Each Party acts in its own capacity as an independent entity. Nothing in this MOU creates an agency, partnership, or joint venture. No third-party beneficiaries are created by this MOU.

XI. LIABILITY

Each Party reserves all immunities available under law. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to all the immunities provided in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through -30.

XII. AMENDMENTS

This MOU may be amended in writing by mutual agreement of both Parties.

XIII. THIRD-PARTY BENEFICIARIES

Third-Party Beneficiaries: This MOU is not intended to and does not create any rights in any person or entity not a Party to this MOU.

XIV. GOVERNING LAW

This MOU shall be construed and governed by the substantive laws of the State of New Mexico, without regard to its choice of law rules.

XV. AUTHORITY

The parties signing this MOU attest that they have the proper authority to enter into such agreement.

XVI. NOTICES

Formal notices under this MOU shall be in writing and delivered to the following points of contact:

For DHSEM

Regina Chacon
13 Bataan Blvd., Santa Fe, NM 87508
regina.chacon@dhsem.nm.gov | (505)795-3058

For City of Santa Fe Police Department
Interim Chief of Police Ben Valdez:
bpvaldez@santafenm.gov
505-955-5040

XVIII. ENTIRE AGREEMENT; SEVERABILITY; COUNTERPARTS

This MOU constitutes the entire agreement between the Parties on this subject; if any provision is held invalid, the remainder remains in effect. This MOU may be executed in counterparts, including electronic signatures.

XIX. SIGNATURES

**NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT**

Major General Miguel Aguilar
Cabinet Secretary

Date

SANTA FE POLICE DEPARTMENT

Michael Garcia, Mayor

Date

BRIAN MOYA

08/27/2026

Brian Moya, Interim City Manager

Date

Attest:

Geraldyn Cardenas, City Clerk

Date

Approved as to legal form and sufficiency:

Christopher W. Ryan

08/21/2026

[Christopher W. Ryan \(Aug 21, 2026 07:34:19 MDT\)](#)

Chris Ryan, Senior Assistant City Attorney

Date



State of New Mexico

Michelle Lujan Grisham
Governor

EXECUTIVE ORDER 2025-358

DECLARING AN EMERGENCY IN RIO ARriba COUNTY, THE CITY OF ESPAÑOLA, SANTA CLARA, AND OHKAY OWINGEH AND AUTHORIZING EMERGENCY FUNDS FOR THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

WHEREAS, Rio Arriba County, the City of Española, and the neighboring pueblos of Santa Clara and Ohkay Owingeh are experiencing a significant increase in crime, including but not limited to violent offenses, property crimes, drug trafficking, and other public safety threats;

WHEREAS, for example, police calls in the City of Española have more than doubled in the past two years, and police dispatches to businesses in Santa Clara have quadrupled during that same time;

WHEREAS, the impacts of these public safety threats are severe and far-reaching, manifesting in increased homelessness, family instability, and fatal drug overdoses;

WHEREAS, a significant number of residents of Rio Arriba County, Española, Santa Clara, and Ohkay Owingeh struggle with addiction to alcohol and illicit substances such as fentanyl, resulting in Rio Arriba County having the highest overdose death rate in the state;

WHEREAS, the surge in criminal activity and addiction has placed an extraordinary burden on the local governments, especially local police departments;

WHEREAS, Rio Arriba County, the City of Española, Santa Clara, and Ohkay Owingeh

have indicated that local resources are insufficient to address this emergency, and they have requested immediate assistance from the State of New Mexico;

WHEREAS, this emergency requires immediate action to protect public peace, health, and safety; and

WHEREAS, this disaster is of such magnitude as to be beyond local control and required the resources of the State of New Mexico to minimize economic or physical harm and to take actions necessary to protect the public health, safety, and welfare.

NOW, THEREFORE, I, Michelle Lujan Grisham, Governor of the State of New Mexico, by virtue of the authority vested in me by the Constitution and the laws of the State of New Mexico do hereby **DECLARE** a state of emergency to exist in Rio Arriba County, the City of Española, Santa Clara, and Ohkay Owingeh, and **ORDER** and **DIRECT** as follows:

1. The Department of Finance and Administration shall make available emergency financial resources in an amount not to exceed seven hundred and fifty thousand dollars (\$750,000.00) to the Department of Homeland Security and Emergency Management in accordance with NMSA 1978, Sections 12-11-23 to -25, and NMSA 1978, Sections 12-10-14 to -15. The funds shall be expended for the resources and services necessary to avoid or minimize economic or physical harm until the situation becomes stabilized; on a temporary, emergency basis for lodging, sheltering, health care, food, any transportation or shipping necessary to protect lives or public property; or for any other action necessary to protect the public health, safety, welfare, and property. The funds shall be expended in accordance with the policy and procedures of the Department of Homeland Security and Emergency Management, as approved by the Governor or her Authorized Representative.

2. The Department of Homeland Security and Emergency Management shall coordinate all requests for assistance and responses to such requests under the authority of and as determined by the Governor or her Authorized Representative. In addition to such other eligibility criteria as may be established by the Governor or her Authorized Representative, applicants requesting financial assistance from the State for necessary action taken in response to the emergency shall be required to demonstrate that the cost of the necessary action exceeds their available resources, as determined based upon criteria developed in conjunction with the State agencies, if any, with financial and budgetary oversight responsibilities for the applicant.

3. The Adjutant General shall order into service any elements of the New Mexico National Guard as are or may be needed to provide military support to civil authorities as needed for this emergency. This action is pursuant to and in accordance with NMSA 1978, Sections 20-1-1 to -8, NMSA 1978, Sections 20-2-1 to -8, and NMSA 1978, Sections 20-4-1 to -14. Such emergency assistance shall be provided during the period of need at the discretion of the Governor or her Authorized Representative.

4. All Cabinet Departments and agencies under gubernatorial control shall provide any assistance that may be required by the Department of Homeland Security and Emergency Management or by the State Emergency Operations Center under the authority of the Governor's Authorized Representative.

I FURTHER ORDER and DIRECT as follows:

1. This Order supersedes any previous orders, proclamations, or directives to the extent they are in conflict.

2. This Order shall take effect immediately and shall remain in effect until all authorized funds are expended or no longer necessary to provide emergency assistance.

ATTEST:

Maggie Toulouse Oliver

MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE



DONE AT THE EXECUTIVE OFFICE
THIS 12TH DAY OF AUGUST 2025

WITNESS MY HAND AND THE GREAT
SEAL OF THE STATE OF NEW MEXICO

Michelle Lujan Grisham

MICHELLE LUJAN GRISHAM
GOVERNOR



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 08/25/2026

Project Title: Department of Homeland Security/Emergency Management

Project Type: ☐ CIP ☒ Grant ☐ Internal Tracking

Department: SFPD - 500 Project Manager: AnnaMarie Bowen Ext: 5122

Project Date Range: July 1, 2026 to June 30, 2027 ☐ Create Fixed Asset

Project ID: POL2722301

Grant ID: _____

Approved By: ERIKA LUJAN 8/26/26

(Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: DFA(Department of Homeland Security and Emergency Management) % of Funding: 100

MUNIS ORG: 2230315 MUNIS OBJ: 490210 Awarded Amount: \$750,000

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: Various Expenses MUNIS ORG: 2230315 MUNIS OBJ: TBD

Grants Only (list all grants if applicable):

Grantor Name: DFA (Department of Homeland Security and Emergency Management) Awarded Amount: \$750,000

AR Charge Code: 2230315.490210 ☒ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: Executive Order 2025-358 Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form)

☒ Attached Grant Documentation

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME				DATE	
Police/Administration				8/25/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
Overtime	2230315	501400	POL27223301	110,000	
Inventory Exempt Equipment	2230315	572400	POL2722301	330,000	
Equipment & Machinery NonExempt	2230315	570500	POL2722301	310,000	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
DFA- (DHSEM) Executive Order 2025-358	2230315	490210	POL2722301	(750,000)	
JUSTIFICATION: {use additional page if needed}					
--Attach supporting documentation/memo				\$	- \$ -

To record Agreement between the State of New Mexico/Department of Homeland Security and Emergency Management	{Complete section below if BAR results in a net change to ANY Fund} <table><tr><td>Fund(s) Affected</td><td>Fund Balance Increase/(Decrease)</td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>TOTAL:</td><td>0</td></tr></table>	Fund(s) Affected	Fund Balance Increase/(Decrease)							TOTAL:	0
Fund(s) Affected		Fund Balance Increase/(Decrease)									
TOTAL:	0										
(DHSEM) and record the funding transferred for use in addressing the declared emergency. Emergency Order 2025-358.											

AnnaMarie Bowen	8/25/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins	08/26/2026
Prepared By {print name}	Date	CITY COUNCIL APPROVAL	Budget Officer	Date
Division Director Signature {optional}	Date	City Council Approval Date	Finance Director {≤ \$5,000}	Date
<u>B. Valdez</u>	08/26/2026	Agenda Item #:	City Manager {≤ \$60,000}	Date
B. Valdez (Aug 26, 2026 16:50:46 MDT)				
Department Director Signature	Date			

DFA ALLOCATION Executive ORder 2025-358 \$750k

Final Audit Report

2026-08-27

Created:	2026-08-26
By:	TARA RICO (trrico@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1BztHdUI44Gna4JP5nFDbgADh_N0sW6y
Documents:	DFA ALLOCATION Executive ORder 2025-358 \$750k.pdf (16 pages)
Number of Documents:	1
Document page count:	16
Number of supporting files:	0
Supporting files page count:	0

"DFA ALLOCATION Executive ORder 2025-358 \$750k" History

 Document created by TARA RICO (trrico@santafenm.gov)

2026-08-26 - 10:31:35 PM GMT- IP address: 63.232.20.2

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2026-08-26 - 10:37:53 PM GMT

 Email viewed by bpvaldez@santafenm.gov

2026-08-26 - 10:49:51 PM GMT- IP address: 104.47.64.254

 Signer bpvaldez@santafenm.gov entered name at signing as B. Valdez

2026-08-26 - 10:50:44 PM GMT- IP address: 166.137.112.42

 Document e-signed by B. Valdez (bpvaldez@santafenm.gov)

Signature Date: 2026-08-26 - 10:50:46 PM GMT - Time Source: server- IP address: 166.137.112.42 - Signature Appearance Selected: MOBILE_TYPE

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2026-08-26 - 10:50:49 PM GMT

 Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)

2026-08-26 - 10:56:00 PM GMT- IP address: 104.47.65.254

 Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)

Signature Date: 2026-08-26 - 10:56:25 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE



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Adobe
Acrobat Sign

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2026-08-26 - 10:56:27 PM GMT

 Email viewed by ERIKA LUJAN (evlujan@santafenm.gov)

2026-08-26 - 10:56:33 PM GMT- IP address: 62.10.205.21

 Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)

Signature Date: 2026-08-27 - 10:58:16 AM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE

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2026-08-27 - 10:58:18 AM GMT

 Email viewed by BRIAN MOYA (bjmoya@santafenm.gov)

2026-08-27 - 12:43:00 PM GMT- IP address: 153.66.19.243

 Document e-signed by BRIAN MOYA (bjmoya@santafenm.gov)

Signature Date: 2026-08-27 - 12:43:25 PM GMT - Time Source: server- IP address: 153.66.19.243 - Signature Appearance Selected: MOBILE_IMAGE

 Agreement completed.

2026-08-27 - 12:43:25 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: August 20, 2026

TO: City of Santa Fe Governing Body

VIA: Heather L. Lamboy AICP, Planning & Land Use Director *Heather Lamboy*

FROM: Faviola Chavez Affordable Housing Director *Faviola Chavez*

Re: Funding Carry Forward FY2026 to FY 2027

ITEM AND ISSUE:

Consistent with Mayor Garcias commitment to support critical and significant City operational and planning priorities with FY27 one-time funding allocation, the Affordable Housing Department has received one-time funding for the following:

BACKGROUND AND SUMMARY:

1. Grants & Services (AHTF) 2420223-510400 for \$3,794,005 to issue Affordable Housing Trust fund Awards and operational contractual obligations.
2. Grants & Services (GF Affordable Housing) 1002750-510400 \$265,007 for vendor contracts and other operational services for the Affordable Housing Department.
3. The total of this Carryforward Bar is \$4,059,012

Staff continue to work diligently to spend these dollars.

ACTION REQUESTED:

The Office of Affordable Housing respectfully requests your review and approval of the Affordable Housing Trust fund, and GF and BAR to move funding from FY2026 to FY2027

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico
BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
Land Use Affordable Housing					8/17/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
Grants & Services (AHTF)	2420223	510400		3,794,005		
Grants & Services (GF Affordable Housing)	1002750	510400		265,007		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 4,059,012	\$ -	

Re-appropriation/Carry Forward from FY26	{Complete section below if BAR results in a net change to ANY Fund}	
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	TOTAL:	0

Amanda Encinias	8/17/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins	Aug 26, 2026
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date: Agenda Item #:	Budget Officer	Date
Division Director Signature {optional}	Date		Monica Mendez	Aug 27, 2026
	Aug 26, 2026		Finance Director {≤ \$5,000}	Date
Department Director Signature	Date		City Manager {≤ \$60,000}	Date

Account

Fund	242	AH Trust	Acct	
Org	2420223	AH Trust	Acct name	
Object	510400	GrantsSvcs	Type	
Project			Rollup	
			Sub-Rollup	

☐ M

4 Year Comparison

	Current Year	History	4 Year
Yr/Per 2026/13	Fiscal Year 2026		
Original Budget	.00		
Transfers In	5,820,059.00		
Transfers Out	.00		
Revised Budget	5,820,059.00		
Actual (Memo)	2,026,053.92		
Encumbrances	.00		
Requisitions	.00		
Available	3,794,005.08		
Percent used	34.81		

Account

Fund	100	...	GENFUND	Acct
Org	1002750	...	Hsg Admin	Acct name
Object	510400	...	Grants Svcs	Type
Project		...		Rollup
				Sub-Rollup

☐

4 Year Comparison	Current Year	History	4 Year
Yr/Per 2026/13	Fiscal Year 2026		
Original Budget	326,656.00		
Transfers In	168,568.00		
Transfers Out	-90,562.00		
Revised Budget	404,662.00		
Actual (Memo)	139,654.89		
Encumbrances	.00		
Requisitions	.00		
Available	265,007.11		
Percent used	34.51		

LUD_Affordable Housing CDBG BAR_& Memo FY 26-27 Carryforward_

Final Audit Report

2026-08-27

Created:	2026-08-26
By:	CHRISTINA BROWNING (cxbrowning@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIEmxQREyUshX1X7IkX5Me_9kNYxSsDvh
Documents:	LUD_Affordable Housing CDBG BAR_& Memo FY 26-27 Carryforward_.pdf (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"LUD_Affordable Housing CDBG BAR_& Memo FY 26-27 Carryforward_" History

-  Document created by CHRISTINA BROWNING (cxbrowning@santafenm.gov)
2026-08-26 - 11:07:28 PM GMT- IP address: 63.232.20.2
-  Document emailed to HEATHER LAMBOY (hllamboy@santafenm.gov) for signature
2026-08-26 - 11:10:13 PM GMT
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2026-08-26 - 11:16:50 PM GMT- IP address: 104.47.65.254
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2026-08-26 - 11:20:12 PM GMT



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2026-08-26 - 11:34:49 PM GMT- IP address: 76.113.88.69



Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)

Signature Date: 2026-08-27 - 3:36:03 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE



Agreement completed.

2026-08-27 - 3:36:03 PM GMT

The Purchasing Memo

Date: August 11, 2026

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

From: Erin Gomez, Contracts Administrator

Via: Eric Candelaria, ITT Director 
Eric Candelaria (Aug 11, 2026 13:28:38 MDT)

Subject: Tyler Munis Upgrade/Payroll Support

Vendor Name: Ciber Pathway, Inc

Munis Vendor Number: 8397

ITEM AND ISSUE:

Request for approval of Amendment #4 to Professional Services Contract Item #22-0266 with Ciber Pathway, Inc. to increase the contract compensation by **\$893,535.00**, for a new total contract amount of **\$6,971,651.60**, and extend the contract term through **June 13, 2027**.

The requested increase in compensation is supported by Sole Source Determination **60-M0087-26-CP241**, which has completed the required 30-day posting period. The requested one-year extension is consistent with the **12-month quantity of services** identified in the procurement documentation.

The procurement record also reflects multiple sole source determinations supporting the original agreement and subsequent amendments over the course of the contract. Accordingly, the requested amendment is supported by the current sole source determination, the documented 12-month quantity of services, and the procurement history maintained in the contract file.

CONTRACT NUMBER:

3203383

BACKGROUND AND SUMMARY:

Ciber Pathway, Inc. provides specialized professional services to support the City's Tyler Munis ERP system and related applications. The services include continued support for the Tyler Munis upgrade, Tyler Cashiering, Human Resources and Payroll, as well as UKG Kronos and Telestaff production testing and support.

Services are provided by specialized resources, including a Project Manager, Payroll Subject Matter Expert, HR Subject Matter Expert, SQL Server Reports Developer, Kronos Consultant, Tyler EnerGov Consultant, and ERP Business Analyst. Continued access to these specialized resources is necessary to support the City's ERP environment, ongoing implementation and testing activities, and operational needs through the extended contract term.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Special Projects / 325

Munis Org Name/Number: ITT ERP / 3253950

Munis Object Name/Number: Other Consulting / 510340

Budget Officer / Designee: Andrew J. Hopkins **Date:** 08/24/2026

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Most recent Sole Source Determination Number: 60-M0087-26-CP241

Sole Source - This procurement was conducted in accordance with NMSA 1978, Section 13-1-126 and 13-1-128, which permits procurement of items available only from a single source. After due diligence, it was determined that Ciber Pathway, Inc, is the only source capable of providing the required services. A sole source justification was completed and approved. Accordingly, an award is recommended to Ciber Pathway Inc.

Chief Procurement Officer (CPO)/Designee: [Signature] **Date:** 08/25/2026

CPO Comment/Exceptions: Please obtain retro approval because this contract expired on 6.13.2026

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval: [Signature] **Title:** _____ **Date:** 08/11/2026

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Vehicles included? ☐ Yes | ☒ No

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Is this an externally funded purchase? ☐ Yes | ☒ No

Is this a Capital Asset or Project? ☐ Yes | ☒ No

ATTACHMENTS:

Original Ciber Pathway Inc. Professional Services Contract Item#22-0266 and subsequent amendments

Historical Sole Source Determination

Quote

Certificate of Insurance

W9



CITY OF SANTA FE
AMENDMENT No. 4 TO
Contract # 3203383
Original City Clerk Item Number: 22-0266
Ciber Pathways Inc. Amendment 4

This AMENDMENT No. 4 the "Amendment") amends the CITY OF SANTA FE CONTRACT, dated 06/13/2022 (the "Contract"), between the City of Santa Fe (the "City") and Ciber Pathway Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

I. RECITALS

A. Under the terms of the Contract, Contractor has agreed to provide the City with Ciber Pathways Inc. Amendment 4.

B. Pursuant to the Amendment Article 4 of the original Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

II. COMPENSATION

Compensation - Article 2 , paragraph A of the Contract is amended to increase the amount of compensation by a total of \$893,535.00 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed six million, nine hundred seventy-one thousand, six hundred fifty-one dollars and forty cents [\$6,971,651.40], including gross receipts tax. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this

Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

III. TERM

Article 3 of the Contract is hereby deleted in its entirety and substituted with the following Article 3 in its place:

IV. This Contract shall be effective when signed by the City and shall terminate on June 13, 2027, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of eight (8) years.**NOTIFICATION**

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

<u>To the City:</u> Chief Procurement Officer purchasing@santafenm.gov PO Box 909 Santa Fe, NM 87504-0909	Information Technology & Telecommunications Admin Contracts Administrator 1600 St Michaels Drive Santa Fe, NM 87501 eagomez@santafenm.gov (505) 637-1552	<u>To the Contractor:</u> Ciber Pathway Inc Krishna Gavavelli 8751 Collin McKinney Pkwy Suite # 105 McKinney, TX 75070 8751 Collin McKinney Pkwy Suite # 105 McKinney, TX 75070 kxgajavelli@santafenm.gov 405-938-5676
--	---	--

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

V. CONTRACT IN FULL FORCE

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

[SIGNATURE PAGE TO FOLLOW]

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

CITY OF SANTA FE:

CONTRACTOR:

CIBER PATHWAY INC.

MICHAEL GARCIA, MAYOR

DATE: _____

Krishna Gajavelli

Krishna Gajavelli (Jul 27, 2026 22:43:26 CDT)

KRISHNA GAJAVELLI, PRESIDENT

DATE: 07/27/2026

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

Ruby Crews

Ruby Crews (Jul 28, 2026 07:59:01 MDT)

RUBY CREWS, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

MONICA MAESTAS, FINANCE DIRECTOR

ciber_pathways_inc_amendment_4_CoSF

Final Audit Report

2026-07-28

Created:	2026-07-27
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQPSqy0GM9-eJv9tnIRhSHpj74JbsaHr0
Documents:	ciber_pathways_inc_amendment_4_CoSF.pdf (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"ciber_pathways_inc_amendment_4_CoSF" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
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-  Document emailed to Krishna Gajavelli (krishna.gajavelli@ciberpathway.com) for signature
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-  Document e-signed by Krishna Gajavelli (krishna.gajavelli@ciberpathway.com)
Signature Date: 2026-07-28 - 3:43:26 AM GMT - Time Source: server- IP address: 70.237.26.46 - Signature Appearance Selected: TYPE
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-  Document e-signed by RUBY CREWS (racrews@santafenm.gov)
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-  Agreement completed.
2026-07-28 - 1:59:01 PM GMT



Exhibit A

STATEMENT OF WORK

System Implementation Support Services

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<i>Functional Process Design/Configuration and Testing</i>	6
<i>Reporting Responsibilities</i>	6
<i>Deployment and Immediate Post Go-Live Support</i>	6
Team Structure	7
<i>Staffing Assumptions</i>	7

1.1 Services Scope

Ciber Pathway Inc will be responsible to perform the following:

- a. Prepare project charter and detailed project plan with tasks.
- b. Identify and document new features in Tyler Munis v2019 HCM and Finance sub-modules that are utilized by City of Santa Fe.
- c. Conduct AS IS sessions with City of Santa Fe business users to review and understand current state of processes, requirements, gaps, challenges and pain points. Identify Must Have, Should Have, Could Have and Won't Have.
- d. Prepare fit gap analysis document based on the AS IS sessions. And prioritize Must Have, Should Have, Could Have and Won't Have features or functionality.
- e. Perform analysis to identify any identified gaps can be remedied by utilizing new features available in Tyler Munis v2019. Propose solutions if available for GAPS in new version to City of Santa Module leads.
- f. Present new features available in Tyler Munis v2019 to City of Santa Fe module leads and advantages of utilizing those new features to improve the ROI of the product.
- g. Identify and document changes to existing functionality in new Tyler Munis V2019.
- h. Configure upgrade Tyler Munis V2019 test system as needed for new and existing features.
- i. Unit and system test Tyler Munis v2019 system.
- j. Assist City of Santa Fe users with User acceptance testing.
- k. Work with Tyler support on resolutions with any issues identified during testing.
- l. Identify and document all the existing reports available in Tyler Munis v2019.
- m. Conduct report requirements session with City of Santa Fe business module leads to identify reporting requirements.
- HR
 - i. HCM-Weekly Monthly Quarterly Yearly
 - ii. PERA
 - iii. ACA Reporting
 - iv. Job requisition report
 - v. EEO reports
 - vi. Federal/state requirement reports
- Finance
 - i. AP and AR Budget Billing Weekly Monthly Quarterly Yearly
 - ii. Federal/state requirement reports
- Payroll
 - i. Biweekly processing validation report

- ii. Biweekly tax payments and 3rd party payment reports
- iii. Federal/state requirement reports
- iv. Year-end w2 validation reporting
- v. W4 validation reporting
- vi. Leave Accruals report by Calendar year and Fiscal Year.
- n. Prepare report design documents, build reports and deploy in TEST systems for testing.
- o. Assist City of Santa Fe users in user acceptance testing reports.
- p. Parallel current version to new version for transactions in payroll for at least one cycle to validate the results.
- q. Support City of Santa Fe with any issues during day-to-day activities after go-live with new version for minimum of 4 weeks.

1.2 Services, Roles & Responsibilities Work Streams:

This section defines the key work streams that are directly related to this project. All services and deliverables performed within the scope of this work will fall into one of the work streams below:

Work Streams:

- Program/Project Management
- Functional Process Design/Configuration and Testing
- Deployment and Immediate post go-live support.
- Reporting

1.2.1 Program/Project Management & Governance:

The objective of this workstream is to have Program/Project Management team collaborate with City of Santa Fe throughout the program to ensure project management will governance processes be defined, designed, executed, and refined, as needed.

- Develop Overall Upgrade Charter
- Establish and retain a resourceful City of Santa Fe project team who can address all aspects of the project scope and produce the required deliverables
- Establish and retain a resourceful Ciber Pathway Inc project team who can address all aspects of the project scope and produce the required deliverables
- Establish procedures for knowledge transfer between City of Santa Fe and Ciber Pathway Inc team.
- Verify that a project budget has been established and that the appropriate tracking mechanisms are in place.

- Track the overall progress of the project according to the work plan and ensuring that regular status reports are produced, distributed, and reviewed in a timely basis.
- Create project status reports and attend meetings with project stake holders and City of Santa Fe executive team to provide status updates, risks and any anticipated project delays
- Verify that regular project/cross-team communications are produced and are available to the core and extended project team members.
- Develop an issue management process and tracking tool
- Monitor and manage project issues.
- Verify that Quality Assurance procedures and processes are in place that will help generate high-quality work products and deliverables and a final product that meets the business requirements
- Develop a risk management plan.
- Regularly analyze project risks and establish processes and procedures to prevent or manage these risks
- Establish procedures and processes for capturing, escalating, and resolving the various types of project issues
- Vendor management and handle any additional procurements needed
- Establish and refine change control procedures and processes throughout the project life cycle.
- Document and facilitate key design decisions and ensure the right inputs are being provided by the right parties on time to the right decision-makers

1.2.2 Functional Process Design/Configuration and Testing:

The objective of this work stream is to realize the required ERP Upgrade so that the City of Santa Fe departments are fully supported across their end-to-end business processes.

More specifically, the activities in this work stream will assist in:

- Review and understand the existing requirements, gaps, and challenges already identified with respect to the business needs.
- Provide ongoing current state business process and legacy solution content, materials and City of Santa Fe subject matter personnel to ensure ownership of requirements, design, configuration, and testing priorities, decisions, deliverables, and results.
- Create design documentation that specifies package configuration choices and recommended options based on understood requirements
- Develop white papers and stakeholder communication content, via high quality and clear documentation, for all applicable new designs, business rules, and key decisions that need to be understood and accepted.
- Develop functional specifications for all applicable new designs, interfaces, workflows, and extensions
- Define ERP implementation configuration and development standards and best

practices that should be leveraged.

- Provide test plans, scripts, cases that can be reused
- Develop a testing strategy, plan, and schedule for City of Santa Fe businesses, including integration and user acceptance testing.
- Ensure clear documentation and execution of all defined test scenarios
- Monitor testing and provide test results/status and action plans to fix defects
- Assist City of Santa Fe users in performing user acceptance testing.

1.2.3 Reporting:

The objective of this workstream is to meet the reporting needs for the City of Santa Fe departments and businesses:

- Identify City of Santa Fe reporting needs.
- Create and approve inventory of reporting development objects to meet gaps
- Ensure development approach is consistent with reporting architecture defined by Tyler Munis.
- Build and unit test reports
- Incorporate reporting into end-to-end integration and UAT test plans
- Assist City of Santa Fe business users in conducting UAT.
- Develop reporting training materials

1.2.4 Deployment and Immediate Post Go-Live Support

The objective of this work stream is to ensure an accelerated and high-quality implementation followed by a focused and experienced support effort. The goal is to minimize business disruption and maximize user adoption. More specifically, the activities in this work stream will assist in:

- Providing an implementation schedule and associated staffing that can meet the demands of the rollout.
- Ensuring site readiness prior to cutover.
- Ensuring City of Santa Fe organization readiness to provide expanded support of the ERP solution to stakeholders.

1.3 Team Structure

All proposed key personnel must be approved by City of Santa Fe and named as “key personnel” in the contract. System Integration key personnel shall include, but not be limited to, the positions described below.

Sr. Program/Project Manager

The Sr. Program/Project Manager will be City of Santa Fe’s primary point of contact throughout the project. The Sr. Program/Project Manager will serve as the day-to-day, System Integrator lead and work directly with his/her counterpart at City of Santa Fe. This role is widely held as the most critical role to successfully support ERP Upgrade.

Functional/Process Leads/SME

These Functional/Process Leads/SME’s will provide project management capabilities for their functional/process domain and will be paired with City of Santa leads for each domain. These individuals will possess knowledge of functional modules being upgraded as well as process, configuration, and integration best practices. These leads will be able to proactively guide City of Santa Fe’s team throughout the upgrade project.

Reporting Analyst

Reporting analyst will provide report design, development and train City of Santa Fe staff utilizing approved tools by Tyler Munis architecture.

1.3.1 Staffing Assumptions:

All personnel assigned to project are expected to work offsite or pre-arranged (Onsite-Offsite) schedule that is approved by Ciber Pathway Inc and as well as City of Santa Fe project management team.



City of Santa Fe, New Mexico

Memorandum



DATE: May 25, 2022

TO: Governing Body
Finance Committee
Quality of Life

VIA: John Blair, City Manager
Alexis Lotero, Interim Finance Director
Fran Dunaway, Chief Procurement Officer
Manuel Gonzales, ITT Director 

FROM: David C. Tapia, Procurement Coordinator

ITEM AND ISSUE:

ITT Request for the Approval of Service Contract in the Total Amount of \$1,517,257.50 for Tyler Munis Upgrade Support Services and Payroll Support for the Term of twelve months. CIBER PATHWAY; (Manuel Gonzales, mmgonzales@santafenm.gov, 505-955-5576)

BACKGROUND AND SUMMARY:

The City of Santa Fe is preparing to upgrade from the current Tyler Munis System version 11.3 to version 19.3. This is a necessary upgrade as the current version 11.3 is preparing to sunset and will no longer be functional for City daily operations. In order to complete, this transition as seamlessly as possible ITT is requesting a support team to assist in the migration process. This team will be available by ITT to assist designated staff with the transition, testing, and training of the new system. This process will allow appropriate time to be designated to the Tyler upgrade and allow staff to perform their daily functions with the least amount of interruption, as it is vital for staff to be engaged in the project.

PROCUREMENT METHOD:

The procurement method is the Sole Source approved with the expiration of June 01, 2023

CONTRACT NUMBER:

The FY22 Munis contract number is 3203383.

FUNDING SOURCE:

The funding source is:

Fund Name/Number: Special Projects/325

Munis Org Name/Number: ERP/3253950

Munis Object Name/Number: Other Consulting/510340

ACTION REQUESTED:

ITT respectfully requests your review and approval.



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Ciber Pathway _____

Procurement Title: Tyler Munis Upgrade _____

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☒ Other ☐ _____

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

Department Requesting _____ ITT _____ Staff Name _____ David C. Tapia _____

Procurement Requirements:

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

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

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

David C. Tapia	Procurement Coordinator	05/25/2022
Department Rep Printed Name (attesting that all information included)	Title	Date
 Fran Dunaway (May 27, 2022 13:36 MDT)	Chief Procurement Officer	May 27, 2022
Purchasing Officer (attesting that all information is reviewed)	Title	Date

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

*



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3203383

Contractor: Ciber Pathway

Description: The City of Santa Fe is preparing to upgrade from the current Tyler Munis System version 11.3 to version 19.3. This is a necessary upgrade as the current version 11.3 is preparing to sunset and will no longer be functional for City daily operations.

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 06/15/2022 Term End Date: 06/30/2023

☒ Approved by Council Date: Pending

Contract / Lease: Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)
Original contract for support team provided by Ciber Pathway to assist in the Tyler Munis upgrade from version 11.3 to version 19.3.

3. Procurement History: Sole Source Procurement Expires 06/01/2023

Fran Bohaway
(May 27, 2022 13:36 MDT)

May 27, 2022

Purchasing Officer Review:

Date:

Comment & Exceptions: sole source 30 day posting- Proprietary 4 year contract for upgrade and services

4. Funding Source: ERP / Other Consulting

Org / Object: 3253950.510340

Andy Hopkins
(May 27, 2022 12:56 MDT)

May 27, 2022

Budget Officer Approval:

Date:

Comment & Exceptions: _____

Staff Contact who completed this form: David C. Tapia Phone # 505-955-5523

Email: dctapia@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____



5601 NW 72nd Street STE 178G
Warr Acres, OK 73132
www.ciberpathway.com
Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	4/25/2022
QUOTE #	CPI0024
CUSTOMER ID	CPI238
VALID UNTIL	5/30/2022

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

[illegible]

		Subtotal	1,211,700.00
TERMS AND CONDITIONS			
1. Customer will be billed after indicating acceptance of this quote			
2. Payment will be due prior to delivery of service and goods 05/16/2022			
3. Please fax or mail the signed price quote to the address above			
Customer Acceptance (sign below):			
x 			
Print Name:			

GRT Tax	8.438%
Tax due	102,237.19
Other	-
TOTAL	\$ 1,313,937.19

If you have any questions about this quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com
Thank You For Your Business!



Prepared by: Krishna Gajavelli

DATE	3/28/2022
QUOTE #	CPI0025
CUSTOMER ID	CPI238
VALID UNTIL	5/30/2022

Santa Fe, NM 87504

[illegible]

Subtotal	\$ 187,500.00
Taxable	187,500.00
GRT rate	8.438%
Tax due	15,820.31
Other	-
TOTAL	\$ 203,320.31

Print Name:

05/16/2022

Thank You For Your Business!



CITY OF Santa Fe

MEMORANDUM

TO: Francis Dunaway, Procurement Manager

FROM: Manuel Gonzales, ITT Director

RE: Sole Source Request

DATE: Monday May 2, 2022

BACKGROUND:

The City of Santa Fe's current Financial and Human Capital Management System is Tyler Technologies product Munis. The City implemented version 11.3 of Munis over two (2) years ago and consists of Munis Financial and Munis Human Capital Management (HCM). The City's application and data are Cloud Based and hosted by Tyler Technologies. Munis has over 1,100 City Staff End Users, 7,000 registered City Vendors, and has processed over 10 million transactions since its implementation.

ISSUE:

Tyler Technologies has announced the sunsetting of version 11.3 this fall. Once the version sunsets not only will Tyler no longer provide support for this version, but the version will also be unavailable for use. This means the City will be forced to complete a successful upgrade to a more current version no later than the Fall of 2022.

This means the City is on an escalated upgrade schedule, by this we mean instead of having a year or more to prepare for this upgrade, the City has less than six (6) months to not only plan but successfully implement an upgrade.

PROPOSED MITIGATION:

A pre-requisite for a successful Munis Upgrade implementation is to bring on board a dedicated Contractor who will be involved in both the planning and training. Best Practices dictate hiring an external resource who is an expert in local government management, technology systems, organizational management, guidelines, requirements, business processes, user roles, workflows, training, policies, and procedures.

Therefore the City's Munis Upgrade Project Team believe it is in the projects best interest to hire Ciber Pathways as a Sole Source contractor instead of opening the project up for an RFP. Below are some of the reasons why we believe this is the best mitigation strategy:

- As the current professional service provider for the City, Ciber Pathways is positioned to understand what has been configured and developed to date as part of the Tyler Munis Implementation
- Ciber Pathway thoroughly understands what is needed to advance the project to support both HCM and Finance with the upgrade, product enhancements, and post-production support
- Ciber Pathway possesses the knowledge of the City's HCM/Payroll and FIN implementation, software package, and configuration
- Ciber Pathway has extensively helped the City with various projects such as Payroll implementation, Payroll day-to-day support, Payroll Year end forms, Leave Accruals, HCM Year End forms, Finance Audit reports, Support for Auditors and Year end close process.

- Ciber Pathway was able to create, generate and produce many different reports for Finance, HR, Payroll as needed.
- As the current service provider Ciber Pathway supported in supporting payroll processing on bi-weekly basis, was able to successfully assist in establishing PERA processing in Tyler Munis and reporting, integrate Payroll processing with Finance (GL and AP) modules.
- Ciber Pathway helped with data conversion of Payroll data from JDEdwards to Tyler Munis.
- Ciber Pathway was successfully able to help the City HR department create, upload and print 1095C forms to adhere with ACA requirements for calendar year 2019, 2020 and 2021 as required by IRS.
- Ciber Pathway has previously sourced functional and technical resources to City of Santa Fe to support implementation, production, and development of reports in Tyler Munis HCM and Finance modules.

We believe with Ciber Pathway's extensive knowledge and exposure to not only the City's software configuration; they also are well versed in the City's processes and procedures. This knowledge will be extremely beneficial to the project due to the time constraints we are under. Ciber Pathway's knowledge and skillset will allow them to hit the ground running and is the approach most likely to have a successful upgrade in the timeframe allotted.

FUNDING SOURCE:

The proposed Sole Source would cost an estimated \$1,517,257.50 and will be paid utilizing funding from the 3253950.51034 ERP Other Consulting.

This funding has been verified and guaranteed to be available for this purchase by **David Tapia**.

The proposed contract will serve a term of 1 year at this rate.

RECOMMENDATION:

Due to the experience Ciber Pathway has with the City's Munis infrastructure it is the recommendation of the Project Team for the City to approve the Sole Source Request.

REQUEST:

ITT is requesting the approval of the Sole Source Request for Ciber Pathways.

Thank you,
Manuel Gonzales, ITT Director



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This sole source request form must be submitted to the City of Santa, Purchasing Division for authorization, determination and processing by the Chief Procurement Officer (CPO).

Please ensure to complete this form in its entirety - () must be completed.*

*Date: 04/29/2022

*Prepared By Jackie Henley

*Title Business Analyst

:

*Vendor Name Ciber Pathway

*Address: 5601 NW 72nd Street 178G

*City: Warr Acres

*State: OK

*Zip Code: 73132

*Description of Goods/Service to be procured:

*Estimated Cost: \$1,517,257.50

Term of Contract:
One (1) to Four (4) year from award 1 year

*Sole Source Request Justification Questions 1-3.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction or items of tangible personal property (if this is an amendment request to an existing contract, attach current contract).



City of Santa Fe, New Mexico



The City of Santa Fe's current platform is Tyler Technologies MUNIS version 11.3 and data are Cloud Based and hosted on Tyler Technologies. The platform is over two (2) years in existence with the City of Santa Fe and consists of MUNIS Financial and MUNIS Human Capital Management (HCM). MUNIS has over 1,100 City staff end users, 7,000 registered City vendors, and has processed over 10 million transactions. The upgrade will allow the MUNIS version to upgrade from 11.3 to 19.3.

A prerequisite for a successful MUNIS upgrade implementation is to bring on board a dedicated Contractor who will be involved in both planning the MUNIS upgrade and providing necessary training. Best Practices dictate hiring external resources who are experts in local government management, technology systems, organizational management, guidelines, requirements, business processes, user roles, workflows, training, policies, and procedures.

It is a requirement of our host, Tyler Technologies, to complete this upgrade no later than the Fall of 2022 as the Version 11.3 will be sunseting and no longer available for use or support after the Fall of 2022.

Please see Exhibit A for the Scope of Work.



City of Santa Fe, New Mexico



2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

☐

The contractor has affirmed sole source for the services, construction or items of tangible personal property (*Attach memo from vendor*). Provide documentation of due diligence for other possible vendors/contractors to provide the requested services/goods proved unsuccessful; or

☒

Other: explanation of the reasons, qualifications, proprietary rights or unique capabilities (*unique and how this uniqueness is substantially related to the intended purpose of the contract*) of the prospective contractor that makes the prospective contractor *the one source* capable of providing the required professional service, service, construction or item(s) of tangible personal property. (Please do not state the source is the “best” source or the “least costly” source. Those factors do not justify a “sole source.”) *Unique and how this uniqueness is substantially related to the intended purpose of the contract.*

Please see Exhibit B for a detailed list of Ciber Pathway’s experience, qualifications, and capabilities which demonstrates their unique ability to assist the City of Santa Fe in this upgrade.

3. Explain why other similar professional services, services, construction or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.

- Contractor provided assistants with migration of the old payroll system into current Tyler Munis database
- Understanding of current essential Munis functions
- Understanding of the current Tyler Munis database
- Familiarity with Tyler Munis Technical Support
- Familiarity with Division’s processes and procedures
- Contractor assisted with development of the current Tyler Munis database
- Contractor assisted with data validation and verification in the current database



City of Santa Fe, New Mexico



***Approvals:**

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978 and shall be posted for a 30-day period prior to award.

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

Pursuant to the State Procurement Code, Section 13-1-126 Sole source procurement., NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. *This Sole Source determination will be valid for a period of one (1) year from the date of the award.*

Fran Dunaway, CPO Date
Purchasing Officer for the
City of Santa Fe

***Required Attachments:**

**Letter from Contractor acknowledging they are the only source (on their business letterhead and signed by the head of business or financial operations),*

**Quote from sole source Contractor*

**Agenda Item to be presented to City Council if over \$60,000 for Professional Services and \$60,000 for Goods and Non-Professional Services*

Exhibit A: Scope of Work

Below is a Scope of Work for this contract.

- The Contractor will conduct interviews with stakeholders, upper management, end-users, consultant project management team, and business partners
- Provide a business and information technology analysis report on the current and upgrade versions of the MUNIS platform and its modules/programs.
- Provide a business and information technology analysis report on other City of Santa Fe's software and applications that have a business relationship with the MUNIS platform.
- Review and analyze all MUNIS user roles, workflows, business processes, and system administration and all other artifacts pertaining to this procurement.
- Gather business requirements from departments, configure and test daily operations in the new version 19.3.
- Identify, troubleshoot, and work with the City's ITT Department and Tyler Technologies to resolve any issues.
- Review and analyze the current structure of data and its mapping format.
- Develop a list of objectives for the upgrade implementation, project milestones, task assignments, and a performance matrix on outcomes.
- Work with the ITT Project Management Team on the project management schedule and task deadline dates
- Provide a monthly risk assessment report on criteria that address a successful project on the upgrade implementation of the MUNIS
- The Contractor will facilitate the data conversion from version 11.3 to 19.3 with Subject Matter Experts for each respective module.
- Provide guidance with the new design and transformation of the Chart of Accounts to optimize its full value to the City's governing body, upper management, end-users, and business partners.
- Provide training with General Ledger and its account mapping. The CAFR module will support to accumulation of data in a way that supports reporting and statutory requirements.
- Assist with the City's training all departments on the upgraded MUNIS version 19.3 and all-new features.
- Testing for each process and role before go-live with Subject Matter Experts (SME's)
- Enhance the General Ledger segments through streamlining and standardization to reduce the duplication efforts.
- Develop common language for enterprise data to be used across the City and drive the enterprise towards a consistent level of consistency, granularity, and integration across the system landscape.
- Enable more effective consolidations and create confidence in the uniformity and visibility of financial operations and data.

- Analyze the organizational structure and its staffing of operations to address flexibility and efficiencies.
- Increase decision-making capabilities through single sources of data for financial, budget, operational, and management reporting.
- Enable increased automation of manual processes and cumbersome business practices.
- Provide Go Live Support which will include:
 - Issue management,
 - Troubleshooting,
 - Training,
 - Customer support,
 - Consultant support
- Provide support for the project team SME's to document processes, test new systems, identify and document issues
- Identify a Project Team for each work stream that are responsible for each module within the MUNIS application
- Create Kick-off meetings with Contractors and Stakeholders in conjunction with the ITT Project Management Team.



April 25th, 2022

Ciber Pathway Inc., Experience and Qualifications:

- As the current professional service provider for City of Santa Fe, Ciber Pathway Inc is positioned to understand what has been configured, developed to date as part of Tyler Munis Implementation.
- Ciber Pathway Inc thoroughly understands what is needed to advance project to support HCM and Finance with Upgrade, and product enhancements and post-production support.
- Ciber Pathway Inc possesses the knowledge of the City's Tyler Munis HCM/Payroll and FIN implementation, Software Package, Configuration.
- Ciber Pathway Inc has extensively helped City of Santa Fe with various projects so far (Payroll implementation, Payroll day-to-day support, Payroll Year end forms, Leave Accruals, HCM Year End forms, Finance Audit reports, Support for Auditors and Year end close process).
- Ciber Pathway Inc has wide range expertise in implementing, supporting and upgrading ERP products (PeopleSoft, JDEdwards, Tyler Munis), Time Tracking systems like Kronos and other reporting tool that are added benefits to City of Santa Fe.
- Ciber Pathway Inc was able to create, generate and produce many different reports for Finance, HR, Payroll as needed.
- Ciber Pathway Inc helped Auditors hired by CoSF in generating reports out of Tyler Munis and JD Edwards system for reimbursement of CARES Act funds.
- As the current service provider Ciber Pathway Inc supported in supporting payroll processing on bi-weekly basis, was able to successfully assist in establishing PERA processing in Tyler Munis and reporting, integrate Payroll processing with Finance (GL and AP) modules.
- Ciber Pathway Inc helped with data conversion of Payroll data from JDEdwards to Tyler Munis.
- Ciber Pathway Inc was successfully able to help CoSF HR department create, upload and print 1095C forms to adhere with ACA requirements for calendar year 2019, 2020 and 2021 as required by IRS.
- Ciber Pathway Inc has previously sourced functional and technical resources to City of Santa Fe to support implementation, production and development of reports in Tyler Munis HCM and Finance modules.
- Ciber Pathway Inc consultants has over 22 years of combined experience in implementing, upgrading and support other ERP products including (Oracle ERP, PeopleSoft, SAP, Tyler Munis and Workday) with different industries including local government, state governments and private sectors.



5601 NW 72nd Street
Suite # 178G
Warr Acres, OK 73132
Ph: 405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

Please feel free to give me a call if you have any questions. We look forward for your continued business.

CIBER PATHWAY INC.,

Name: Krishna Gajavelli

Title: President

Date: 04/25/2022

Exhibit C: Quote



5601 NW 72nd Street STE 178G
Warr Acres, OK 73132
www.ciberpathway.com
Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	4/25/2022
QUOTE #	CPI0024
CUSTOMER ID	CPI238
VALID UNTIL	5/30/2022

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Tyler Munis Upgrade Support	
Program/Sr.Project Manager for 1500 hours at \$175/hour (May 2022 - December 2022)	\$ 262,500.00
Payroll SME for 1500 hours at \$145/hour (May 2022 - December 2022)	\$ 217,500.00
HR SME for 1500 hours at \$135/hour (May 2022 - December 2022)	\$ 202,500.00
Finance SME for 1500 hours at \$145/hour (May 2022 - December 2022)	\$ 217,500.00
Finance Business Analyst for 1500 hours at \$125/hour (May 2022 - December 2022)	\$ 187,500.00
SQL Server Reporting Analyst (Development of Reports,Train staff on report development) 1080 hours at \$115/hour (May 2022 - December 2022)	\$ 124,200.00
Notes: Upgrade project estimation from May 2022 - October 2022 - 6 Months and 3 months of post production support.	

	Subtotal	1,211,700.00

TERMS AND CONDITIONS

	Subtotal	1,211,700.00

TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Payment will be due prior to delivery of service and goods
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

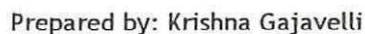
x  _____

Print Name:

GRT Tax	8.438%
Tax due	102,237.19
Other	-
TOTAL	\$ 1,313,937.19

If you have any questions about this quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!



VALID UNTIL	4/28/2022
-------------	-----------

Santa Fe, NM 87504

Subtotal	\$ 187,500.00
Taxable	187,500.00
GRT rate	8.438%
Tax due	15,820.31
Other	-
TOTAL	\$ 203,320.31

Print Name:

Page 161 of 319



The Purchasing Memo

Date: July 17, 2025

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: Joshua Chandler, Contract Administrator

Via: Eric Candelaria, ITT Department Director 

Subject: Tyler Munis Upgrade/Payroll Support

Vendor Name: Ciber Pathway Inc

Munis Vendor Number: 8397

ITEM AND ISSUE:

Request for Approval of Amendment #3 to Professional Services Agreement Item #22-0266 with Ciber Pathway Inc to Increase the Compensation by \$1,771,968.00 for a New Total Amount of \$6,078,116.40 and to Extend the Termination Date to June 13th, 2026. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

CONTRACT NUMBER:

The FY25 Munis contract number is 3203383.

BACKGROUND AND SUMMARY:

Ciber Pathway Inc will provide continued support with the upgrade to the newest version of Tyler Munis system. This support will include Tyler Cashiering support, HR and Payroll services, as well as UKG Kronos and Telestaff production testing and support. The support team will include Project Manager, Payroll SME, HR SME, SQL Server Reports Developer, Kronos Consultant, Tyler EnerGov Consultant, and ERP Business Analyst.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: Special Projects / 325

Munis Org Name/Number: ITT ERP / 3253950

Munis Object Name/Number: Other Consulting / 510340

Budget Officer / Designee: Andy Hopkins **Date:** 07/18/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-126, Sole Source

Sole Source # 40M0087-24-CP101

Chief Procurement Officer (CPO)/Designee:  Date: 07/21/2025

CPO Comment/Exceptions: Fran Dunaway, CPO initial approval 3/21/22, 40-M0087-24-CP101
50-M0087-25-CP182

ASSOCIATED APPROVALS:

IT Components included? ☒ Yes | ☐ No

Approval:  Title: Director, ITT Date: 07/17/2025
Eric Camelaria (Jul 17, 2025 18:37 MDT)

Comment/Exceptions: _____

Treasury/Point of Sale Components included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? ☐ Yes | ☒ No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? ☐ Yes | ☒ No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? ☐ Yes | ☒ No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

Ciber Pathway Inc. Amendment #3 to Item#22-0266

Ciber Pathway Inc. Amendment #2 to Item#22-0266

Ciber Pathway Inc. Amendment #1 to Item#22-0266

Ciber Pathway Inc. Professional Services Agreement Item#22-0266

Sole Source # 40M0087-24-CP101

Retro-Active Term Approval

Quote

Certificate of Insurance

W9

**CITY OF SANTA FE
AMENDMENT No. 3 TO
PROFESSIONAL SERVICES CONTRACT**

This AMENDMENT No. 3 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated June 13, 2022 (the "Contract"), between the City of Santa Fe (the "City") and **Ciber Pathway Inc.** (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide business analysis services and support.

B. Pursuant to Article 13 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Contract is amended to provide additional services for the City as described in Exhibit A, quote number CP10135 and Exhibit B Statement of Work.

2. COMPENSATION.

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$1,771,968.00 so that Article 3, paragraph A reads in its entirety as follows:

1. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed six million, seventy-eight thousand, one hundred sixteen

and forty cents (\$6,078,116.40), including gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipt tax and expenses, shall not exceed six million, seventy-eight thousand, one hundred sixteen and forty cents, (\$6,078,116.40). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

3. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 13, 2026, unless terminated pursuant to paragraph 4 (Termination), or paragraph (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual agreement not to exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-1-150 through 152.

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Aug 5, 2025 12:36:58 MDT)

ALAN WEBBER, MAYOR

DATE: _____

CONTRACTOR: Ciber Pathway Inc


Krishna Gajavelli (Jul 9, 2025 11:59 CDT)

Krishna Gajavelli, President

DATE: 07/09/2025

DATE: _____

CRS#03-323501005

Registration # _____

ATTEST:


ANDREA SALAZAR (Aug 5, 2025 12:58:46 MDT)

ANDREA SALAZAR, CITY CLERK

GB MTG 07/30/25

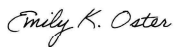


CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR



8751 Collin McKinney Pkwy
 McKinney, TX 75070
www.ciberpathway.com
 Ph: 405.938.5676
 Fax: 405.938.3145
 Prepared by: Krishna Gajavelli

QUOTE

DATE	4/23/2025
QUOTE #	CPI0135
CUSTOMER ID	CPI238
VALID UNTIL	4/30/2025

CUSTOMER

City of Santa Fe
 200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Ciber Pathway FY26 Contract (July 2025 - June 2026)	
Tyler Munis HR/Payroll and Benefits Consultant - Senior Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training - 1650 Hours/12 Months at \$145/HR	\$ 239,250.00
Tyler Munis HR/Payroll and Benefits Consultant - Mid Level Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations, documentation. Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training- 1650 Hours/12 Months at \$115/HR	\$ 189,750.00
SQLServer Reports Developer Assist with conversion of ENERGOV Crystal reports to SSRS, Create new reports as required by business for day to day operations or to generate CSV, Excel file sfrom Tyler Munis, EnerGov to provide to third party systems. Retrofit existing reports for any table changes for future upgrades. 960 Hours/12 Months @ 110 HR	\$ 105,600.00
Kronos Consultant Technical assistance with Kronos Dimension Upgrade, Production Support, Test any future service pack implementations. - 1650 Hours/160 Month @145/HR	\$ 239,250.00
Tyler EnerGov Consultant Assist COSF with EnerGov workflows, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. 1650 Hours/160 Month @145/Hr	\$ 239,250.00
Tyler Munis Finance Consultant - Senior Assist Tyler Munis Upgrades, Service Packs and Migration to AWS. Will be responsible for system testing, assist with UAT, configuration updates. Assist business with any new module implementation. 1650 Hours/12 Months at \$145/HR	\$ 239,250.00
ERP Business Analyst - Mid to Senior Level Provide ERP support on business process and solutions. Design and document all business requierments and process/workflows. Participate in requirements gathering sessions, work wirh customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1650 Hours/160 Month @ 120/HR	\$ 198,000.00
Project Manager/Advisor - Project Implementations	\$ 239,250.00

Exhibit A

Project Manager/Advisor to help with Tyler Munis Upgrades, Create project plans and guide projects to be implemented ontime with minimal disruptions. Advise and help COSF ITT/PMO office on various projects as needed. 1650 Hours/160 HRS/Month @145/HR

	Subtotal	1,689,600.00
--	-----------------	--------------

TERMS AND CONDITIONS

1. Customer will be billed at the end of the month for the services provided for that month.
 2. Payment will be due on receipt of the invoice.
 3. Please fax or mail the signed price quote to the address above
- Customer Acceptance (sign below):*

x  _____
 Print Name:

GRT Tax	4.875%
Tax due	82,368.00
Other	-
TOTAL	\$ 1,771,968.00

If you have any questions about this price quote, please contact
 Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com
Thank You For Your Business!

STATEMENT OF WORK
FOR
System Support Services
(Tyler Munis, Kronos and EnerGov)

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<i>Reporting Responsibilities</i>	6
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1.1 Services Scope

Under this contract, Ciber Pathway Inc will independently provide support services to satisfy the overall operational objectives of the City of Santa Fe ITT PMO office. The primary objective is to provide services and deliverables through the performance of support services.

1.2 Services, Roles & Responsibilities Work Streams:

This section defines the key work streams that are directly related to this project. All services and deliverables performed within the scope of this work will fall into one of the work streams below:

Work Streams:

- Program/Project Management
- Functional Process Design/Configuration and Testing
- Deployment and Immediate post go-live support.
- Reporting

1.2.1 Program/Project Management & Governance:

The objective of this workstream is to have Program/Project Management team collaborate with City of Santa Fe throughout the program to ensure project management will governance processes be defined, designed, executed, and refined, as needed.

- Develop Project plans for projects assigned to Ciber Pathway Inc
- Establish and retain a resourceful City of Santa Fe project team who can address all aspects of the project scope and produce the required deliverables
- Establish and retain a resourceful Ciber Pathway Inc project team who can address all aspects of the project scope and produce the required deliverables
- Establish procedures for knowledge transfer between City of Santa Fe and Ciber Pathway Inc team.

Exhibit B

- Verify that a project budget has been established and that appropriate tracking mechanisms are in place.
- Track the overall progress of the project according to the work plan and ensure that regular status reports are produced, distributed, and reviewed on a timely basis.
- Create project status reports and attend meetings with project stakeholders and City of Santa Fe executive team to provide status updates, risks and any anticipated project delays.
- Verify that regular project/cross-team communications are produced and are available to the core and extended project team members.
- Monitor and manage project issues.
- Verify that Quality Assurance procedures and processes are in place that will help generate high-quality work products and deliverables and a final product that meets the business requirements
- Regularly analyze project risks and establish processes and procedures to prevent or manage these risks
- Establish procedures and processes for capturing, escalating, and resolving the various types of project issues
- Establish and refine change control procedures and processes throughout the project life cycle.
- Document and facilitate key design decisions and ensure the right inputs are provided by the right parties on time to the right decisionmakers

1.2.2 Functional Process Design/Configuration and Testing:

The objective of this work stream is to realize the required ERP Upgrade so that the City of Santa Fe departments are fully supported across their end-to-end business processes.

More specifically, the activities in this work stream will assist in:

- Review and understand the existing requirements, gaps, and challenges already identified with respect to the business needs.
- Provide ongoing current state business process and legacy solution content, materials and City of Santa Fe subject matter personnel to ensure ownership of requirements, design, configuration, and testing priorities, decisions, deliverables, and results.
- Create design documentation that specifies package configuration choices and recommended options based on understood requirements
- Develop white papers and stakeholder communication content, via high quality and clear documentation, for all applicable new designs, business rules, and key decisions that need to be understood and accepted.
- Develop functional specifications for all applicable new designs, interfaces, workflows,

Exhibit B

and extensions

- Define ERP implementation configuration and development standards and best practices that should be leveraged.
- Provide test plans, scripts, cases that can be reused
- Develop a testing strategy, plan, and schedule for City of Santa Fe businesses, including integration and user acceptance testing.
- Ensure clear documentation and execution of all defined test scenarios
- Monitor testing and provide test results/status and action plans to fix defects
- Assist City of Santa Fe users in performing user acceptance testing.

1.2.3 Reporting:

The objective of this workstream is to meet the reporting needs for the City of Santa Fe departments and businesses:

- Identify City of Santa Fe reporting needs.
- Create and approve inventory of reporting development objects to meet gaps
- Ensure development approach is consistent with reporting architecture defined by Tyler Munis.
- Build and unit test reports
- Incorporate reporting into end-to-end integration and UAT test plans
- Assist City of Santa Fe business users in conducting UAT.
- Develop reporting training materials

1.2.4 Deployment and Immediate Post Go-Live Support

The objective of this work stream is to ensure an accelerated and high quality implementation followed by a focused and experienced support effort. The ultimate goal is to minimize business disruption and maximize user adoption. More specifically, the activities in this work stream will assist in:

- Providing an implementation schedule and associated staffing that can meet the demands of the rollout.
- Ensuring site readiness prior to cutover.
- Ensuring City of Santa Fe organization readiness to provide expanded support of the ERP solution to stakeholders.

Exhibit B

1.3 Team Structure

All proposed key personnel must be approved by City of Santa Fe and named as “key personnel” in the contract. System Integration key personnel shall include, but not be limited to, the positions described below.

Sr. Program/Project Manager

The Project Manager will be City of Santa Fe’s primary point of contact throughout the project. The Project Manager will serve as the day-to-day, System Integrator lead and work directly with his/her counterpart at City of Santa Fe. This role is widely held as the most critical role to successfully support projects assigned to Ciber Pathway.

Functional/Process Leads/SME

These Functional/Process Leads/SME’s will provide project management capabilities for their functional/process domain and will be paired with City of Santa Fe leads for each domain. These individuals will possess knowledge of functional modules as well as process, configuration and integration best practices. These leads will be able to proactively guide the City of Santa Fe’s team throughout the upgrade project.

Reporting Analyst

Reporting analysts will provide report development utilizing approved tools by Tyler Munis architecture.

1.3.1 Staffing Assumptions:

All personnel assigned to project are expected to work offsite or pre-arranged (Onsite-Offsite) schedule that is approved by Ciber Pathway Inc and as well as City of Santa Fe project management team.

**CITY OF SANTA FE
AMENDMENT No. 2 TO
Professional Services Contract (Tyler Munis Support)
ITEM# 22-0266**

This AMENDMENT No. 2 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated June 13, 2022 (the "Contract"), between the City of Santa Fe (the "City") and Ciber Pathway Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide business analysis services and support.

B. Pursuant to Article 13 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. SCOPE OF SERVICES

Article 1 of the Contract is amended to provide additional services for the City as described in Exhibits (A).1, (A).2, and (A).3, quote numbers CP10034, CP10033, and CP10034, respectively.

2. COMPENSATION

Article 2, paragraph A of the Contract is amended to increase the amount of compensation by a total of \$1,484,778.30 so that Article 2, paragraph A reads in its entirety as follows:

A The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate

of compensation not to exceed four million, three hundred six thousand, one hundred forty-eight dollars and forty cents (\$4,306,148.40), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$4,306,148.40). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

3. TERM:

Article 3 of the Contract is hereby deleted in its entirety and substitute the following Article 3 in its place:

This Contract shall be effective when signed by the City and shall terminate on June 30, 2025 unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the Contract on an annual basis by mutual agreement not to exceed a total of ten (10) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. CONTRACT IN FULL FORCE.

Except as specifically provided in this Amendment, the Contract remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to the Contract as of the dates set forth below.

CITY OF SANTA FE:

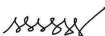


Alan Webber (Jun 14, 2024 17:34 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 14, 2024

ATTEST:



CITY CLERK

XIV

GB MTG 06/12/2024

CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



FINANCE DIRECTOR

CONTRACTOR:



Krishna Gajavelli (Apr 22, 2024 16:26 CDT)

KRISHNA GAJAVELLI

President

TITLE

Apr 22, 2024

DATE:

CRS# 03-323501005

Registration #

**CITY OF SANTA FE
AMENDMENT No. 1 TO
THE PROFESSIONAL SERVICES AGREEMENT
ITEM#22-0266**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES AGREEMENT, dated June 8, 2022 (the "Agreement"), between the City of Santa Fe (the "City") and Ciber Pathway Inc.. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Agreement, Contractor has agreed to provide business analysis services.

B. Pursuant to Article 13 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 2, paragraph A of the Agreement is amended to increase the amount of compensation by a total of \$1,304,112.60 so that Article 2, paragraph A reads in its entirety as follows:

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate of compensation not to exceed two million eight hundred twenty-one thousand three hundred seventy dollars and one cent (\$2,821,370.10), including

gross receipts tax. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$2,821,370.10). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. TERM;

Article 3 of the Agreement is hereby deleted in its entirety and substitute the following Article 3 in its place:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2024** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

3. AGREEMENT IN FULL FORCE,

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the Professional Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

Alan Webber (Jun 29, 2023 17:11 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 29, 2023

CONTRACTOR:
CIBER PATHWAY


NAME

President

TITLE

DATE: 05/11/2023

CRS# 03-323501005

Registration #

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK

GB MTG 06/28/23

XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez
Marcos Martinez (May 11, 2023 15:28 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
Emily K. Oster (Jun 29, 2023 16:50 MDT)

EMILY OSTER, FINANCE DIRECTOR

Org. Name/Org.#3253950.510340 ERP, Other Consulting AH
AH

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the "City," and **Ciber Pathway Inc.**, hereinafter referred to as the "Contractor," and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, ~~13-1-28~~ et seq.) pursuant to NMSA 1978, § ~~13-1-95.2.E~~; and NMSA 1978, § ~~13-1-111~~.

WHEREAS, the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

WHEREAS, the Contractor does hereby accept its designation as [professional service], rendering services related to [insert services] for the City, as set forth in this Agreement; and

WHEREAS, it is agreed by the parties that the performance of the professional services is for a period of [insert term], as directed by the City.

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City as described in Exhibit "A" attached hereto and incorporated herein

2. Standard of Performance; Licenses.

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives and subcontractors.

2. Compensation.

A. The City shall pay to the Contractor in full payment for services satisfactorily

performed at the rate of compensation not to exceed One Million, Five Hundred Seventeen Thousand, Two Hundred Fifty-Seven Dollars and Fifty Cents (\$1,517,257.50), including gross receipts tax. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed (\$1,517,257.50). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

B. Payment in future fiscal years is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the City shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on **June 30, 2023** unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four (4) years in accordance with NMSA 1978, §§ 13-1-150 through 152.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE City's OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City Council, this Agreement shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are 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 City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the City.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve

the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

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

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 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 Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

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

13. Amendment.

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

14. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, 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 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.

17. 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, sec. ~~38-3-2~~. 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.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers

Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

19. Professional Liability Insurance.

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

20. Other Insurance

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

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

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

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

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

21. Records and Financial Audit.

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 shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments

22. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

23. New Mexico Tort Claims Act

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

24. 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.

25. 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.

26. 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:

To the City: Attn: Manuel Gonzales, ITT Director
200 Lincoln Ave. Santa Fe, NM 87504, mmgonzales@santafenm.gov].

To the Contractor: Ciber Pathway Inc.
Attn: Krishna Gajavelli, 5601 NW 72nd Street STE 178G, Warr Acres, OK 73132
accounts@ciberpathway.com

27. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

28. 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.

29. 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 City's Chief Procurement Officer.

30. Default/Breach.

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

31. Equitable Remedies.

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irreparable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

32. Default and Force Majeure.

The City reserves the right to cancel all or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or

the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

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

CITY OF SANTA FE:

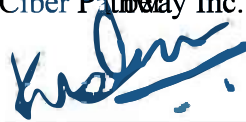


ALAN WEBBER, MAYOR

DATE: Jun 13, 2022

CONTRACTOR:

Ciber Pathway Inc.



NAME Krishna Gajavelli

President

TITLE

DATE: 05/18/2022

CRS# 03-323501005

Registration #

ATTEST:



KRISTINE BUSTOS MIHELIC, CITY CLERK

GB MTG 06/08/2022

CITY ATTORNEY'S OFFICE:



SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



Alexis Lotero (Jun 13, 2022 09:23 MDT)

ALEXIS LOTERO, INTERIM FINANCE DIRECTOR

Org. Name/Org#. 3253950.510340 ERP, Other Consulting


AH



City of Santa Fe, New Mexico



SOLE SOURCE REQUEST AND DETERMINATION FORM

This Sole Source request form **must** be submitted to the Central Purchasing Division for authorization, determination, and processing by the Chief Procurement Officer (CPO).

Complete this form in its entirety!

Date: 4/4/2024

Prepared By: David C. Tapia

Email: dctapia@santafenm.gov

Phone #: 505-955-5523

Description of Goods/Service to be Procured (short title):

Tyler Munis and Tyler Energov Support Services

Vendor Name: Ciber Pathway

Address: 5601 NW 72nd Street 178G

City: Warr Acres

State: OK

Zip Code: 73132

Justification (choose from the drop down): Unique Expertise

Type of good/service (choose from the drop down): Maintenance and Support

*Estimated Cost: \$1,484,778.30Increase

Term of Contract: 4 Year

*Tax is subject to change. Ensure the amount matches the amount to be invoiced. If the vendor must charge tax, they need to state that "tax will be added on the invoice" or include it in their quote.

Quantity of the service: (12) Twelve Months of Service
example: 12 MONTHS, 15 LICENSES, ETC.

Conversion: To Contract

Org / Object: 3253950.510340

Place checkmarks to affirm you agree and have included these documents:

- ☒ The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- ☒ Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- ☒ If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.



City of Santa Fe, New Mexico



Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126:

- ☒ There is only one source for the required service, construction, or item of tangible personal property.
- ☒ The service, construction, or item of tangible personal property is unique, and this uniqueness is substantially related to the intended purpose of the contract.
- ☒ Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

1. Explain the purpose/need of purchase. Ensure to include a thorough scope of work for the services, construction, or item(s) of tangible personal property (if this is an amendment request to an existing contract, attach current contract).

-Please note that specifications cannot be narrowly drafted to preclude competition solely to allow award to a favored vendor.

The City of Santa Fe's current platform is Tyler Technologies MUNIS version 19.3 and data are Cloud Based and hosted on Tyler Technologies. The City implemented Tyler Technology utilizing version 11.3 in 2019. Tyler Technologies consists of MUNIS Financial and MUNIS Human Capital Management (HCM), MUNIS has over 1,100 City staff end users, 7,000 registered City vendors, and has processed over 10 million transactions. Version 11.3 was over two (2) years in existence with the City of Santa Fe when a necessary upgrade to version 19.3 was required.

A prerequisite for a successful MUNIS upgrade implementation was to bring on board a dedicated Contractor who was involved in both planning the MUNIS upgrade and providing necessary training. Best Practices dictated hiring external resources who are experts in local government management, technology systems, organizational management, guidelines, requirements, business processes, user roles, workflows, training, policies, and procedures. For continued success in this implementation Cyber Pathway will continue functionality for daily operations of the City of Santa Fe providing production support with Tyler Applications, UKG (Time Clock Management) Applications, and other operations as detailed in the attached statement of work.

For a detailed Statement of Work please see Exhibit (A) for the Quote of Services to be Provided.

2. Provide a detailed explanation of the criteria developed and specified by the department as necessary to perform and/or fulfill the contract.

The City of Santa Fe ITT Department determined a need to utilize an external resource with the necessary expertise to support multiple functions within Tyler Technologies. During the initial implementation phase Cyber Pathway established a statement of work that would meet the initial desired requirements and expertise for the sections identified that required additional support. Through implementation and upgrade the ITT Department identified and determined the following needs for continued support:



City of Santa Fe, New Mexico



1. Work with the payroll team to ensure timely and accurate payroll processing.
2. Troubleshoot and provide technical support with issues in the Tyler Munis database.
3. Provide assistance with the Tyler Munis and UKG (Employee Time Management) processes.
4. Perform various analysis for better understanding and streamlining Tyler Munis functions.
5. Create and/or update documentation to reflect the changes made to the system as a result of problem solution for Tyler Munis.
6. Shall assist preparing data
7. Will assist with data validation and verification in the database.
8. Assist in the continued development of materials for the new version 19.3 systems and functions.

The complex services required by the City of Santa Fe going forward must be built upon the prior service and expertise demonstrated by Ciber Pathway Inc in various systems that the City currently utilizes on a day-to-day basis for payroll processing, budgeting, financials management and employee time tracking. As the current service provider Ciber Pathway Inc is positioned to understand what has been developed to date, what work is needed to advance the project and provide support.

3. **Provide an explanation of the prospective vendor's unique qualifications, proprietary rights, or capabilities that make them the only source able to meet the intended purpose of the contract. Uniqueness should be fact-based and substantially related to the contract's purpose. Reasons should focus on factual uniqueness rather than statements such as "best" or "least costly" source.**

Please see Exhibit (B) for a detailed description of Ciber Pathway's experience, qualifications, and capabilities which demonstrates their unique ability to assist the City of Santa Fe in this upgrade.

4. **Explain why other similar professional services, services, construction, or item(s) of tangible personal property *cannot* meet the intended purpose of the contract.**

- Contractor provided assistants with migration of the old payroll system into current Tyler Munis database
- Understanding of current essential Munis functions
- Understanding of the current Tyler Munis database
- Familiarity with Tyler Munis Technical Support
- Familiarity with Division's processes and procedures
- Contractor assisted with development of the current Tyler Munis database
- Contractor assisted with data validation and verification in the current database



City of Santa Fe, New Mexico



Approvals:

Based on the above facts, the City of Santa Fe Purchasing Officer has made the determination that the justification for a Sole Source procurement is in accordance with NMSA 1978, Section 13-1-126 and shall be posted for a 30-day period prior to award.

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: Apr 9, 2024

Department Approval by:

[Eric Candelaria \(Apr 8, 2024 09:54 MDT\)](#)

Eric Candelaria, Department Director

Apr 8, 2024

Date: _____

Pursuant to NMSA 1978, Section 13-1-126 Sole Source Procurement, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to the award to the above referenced vendor were received. *This Sole Source determination will be valid for the term stated on the first page of this document.*

Travis Dutton-Leyda, CPO for the City of Santa Fe

Date: May 14, 2024

QUOTE

DATE	4/5/2024
QUOTE #	CPI0034
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2024

Santa Fe, NM 87504

[illegible]

Subtotal	900,960.00
----------	------------

X Wash

GRT Tax	4.875%
Tax due	43,921.80
Other	-
TOTAL	\$ 944,881.80

Print Name:

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com
Thank You For Your Business!

QUOTE

DATE	4/5/2024
QUOTE #	CPI0033
CUSTOMER ID	CPI238
VALID UNTIL	5/30/2024

City of Santa Fe
200 Lincoln Ave

[illegible]

Page 197 of 319

1. Customer will be billed at the end of the month for the services provided for that month.

2. Payment will be due on receipt of the invoice.

3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x  _____

Print Name:

GRT Tax	4.875%
Tax due	3,732.30
Other	-
TOTAL	\$ 80,292.30

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!

1. Customer will be billed at the end of the month for the services provided for that month.

2. Payment will be due on receipt of the invoice.

3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x 

Print Name: _____

GRT Tax	4.875%
Tax due	21,364.20
Other	-
TOTAL	\$ 459,604.20

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!

QUOTE

DATE	4/5/2024
QUOTE #	CPI0034
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2024

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

[illegible]

TERMS AND CONDITIONS



8751 Collin McKinney Pkwy
Suite # 105
McKinney, TX 75070
Ph: 405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

EXHIBIT B

April 2nd, 2024

Ciber Pathway Inc., Experience and Qualifications:

- As the current professional service provider for City of Santa Fe, Ciber Pathway Inc is positioned to understand what has been configured, developed to date as part of Tyler Munis Implementation.
- Ciber Pathway Inc has assisted City of Santa Fe in Upgrading Tyler Munis from v11.3 to v2019 successfully on schedule and within allocated budget.
- Ciber Pathway Inc thoroughly understands what is needed to advance project to support HCM and Finance with Upgrade, and product enhancements and post-production support.
- Ciber Pathway Inc possesses the knowledge of the City's Tyler Munis HCM/Payroll and FIN implementation, Software Package, Configuration.
- Ciber Pathway Inc has extensively helped City of Santa Fe with various projects so far (Payroll implementation, Payroll day-to-day support, Payroll Year end forms, Leave Accruals, HCM Year End forms, Finance Audit reports, Support for Auditors and Year end close process).
- Ciber Pathway Inc has wide range expertise in implementing, supporting and upgrading ERP products (PeopleSoft, JDEdwards, Tyler Munis), Time Tracking systems like Kronos and other reporting tool that are added benefits to City of Santa Fe.
- Ciber Pathway Inc was able to create, generate and produce many different reports for Finance, HR, Payroll as needed (regulatory, statutory and business validation).
- Ciber Pathway Inc helped Auditors hired by CoSF in generating reports out of Tyler Munis and JD Edwards system for FY20, FY21 and FY22 audits.
- As the current service provider Ciber Pathway Inc, supports payroll department with payroll processing on bi-weekly basis.
- Ciber Pathway Inc helped with data conversion of Payroll data from JDEdwards to Tyler Munis.
- Ciber Pathway Inc was successfully able to help CoSF HR department create, upload and print 1095C forms to adhere with ACA requirements for calendar year 2019, 2020 and 2021 as required by IRS.
- Ciber Pathway Inc has been helping City of Santa Fe process, validate and generate payroll year end W2's from Tyler Munis payroll module for the past 3 years.
- Ciber Pathway Inc consultants has over 22 years of combined experience in implementing, upgrading and support other ERP products including (Oracle ERP,



8751 Collin McKinney Pkwy
Suite # 105
McKinney, TX 75070
Ph:405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

PeopleSoft, SAP, Tyler Munis and Workday) with different industries including local government, state governments and private sectors.

Please feel free to give me a call if you have any questions. We look forward for your continued business.

CIBER PATHWAY INC.,

A handwritten signature in black ink, appearing to read 'Krishna Gajavelli', is written over a horizontal line.

Name: Krishna Gajavelli

Title: President

Date: 04/02/2024

Ciber Pathway Sole Source FY25 Signed

Final Audit Report

2024-04-09

Created:	2024-04-09
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAevXHsTZ2YKHthdCwtAqcCUjwyJ4EQ9zA

"Ciber Pathway Sole Source FY25 Signed" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-04-09 - 5:35:52 PM GMT
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-04-09 - 5:37:19 PM GMT
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-04-09 - 9:36:58 PM GMT - Time Source: server
-  Agreement completed.
2024-04-09 - 9:36:58 PM GMT



MIERA, KRISTY A.

From: GSD.SPDInfo@state.nm.us
Sent: Saturday, May 11, 2024 12:01 AM
To: MIERA, KRISTY A.
Subject: Sole Source #40-M0087-24-CP101 - 30 Days

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

Your Sole Source #**40-M0087-24-CP101** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

40-M0087-24-CP101_Ciber Pathway Sole Source FY25 Final

Final Audit Report

2024-05-14

Created:	2024-05-13
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVFqVwAmsVT_Gyu5-Dwyp_7wLuMXg_q-H

"40-M0087-24-CP101_Ciber Pathway Sole Source FY25 Final" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2024-05-13 - 10:48:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature
2024-05-13 - 10:49:46 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2024-05-13 - 11:13:50 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Signature Date: 2024-05-14 - 3:04:25 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2024-05-14 - 3:04:25 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: June 30th, 2025

TO: Mark Scott, City Manager

VIA: Eric Candelaria, ITT Department
Director

FROM: Joshua Chandler, Contract Administrator

SUBJECT: Retro-Active Approval for Amendment #3 to PSA Item #22-0266

ITEM & ISSUE:

Request for Approval of a Retro-Active Term (Per Page 31 of the Purchasing Manual) for Ciber Pathway Inc Amendment #3 to Professional Services Agreement Item #22-0266 which expired on June 30th, 2025.

XX. Retroactive Approval for a Contract or Contract Amendment

The Procurement Code requires that all non-exempt procurement by the City shall be achieved by competitive sealed bids or competitive sealed proposals except for small purchases, sole source procurements, emergency procurements, and existing contracts.

Failure of retroactive approval for contracts and contract amendments that fulfill all of the requirements of this manual and the Procurement Code, the City will approve the date requested in writing by the Requesting Department on the memo accompanying the request as long as the requested approval date is within thirty (30) days of the expiration of the contract.

For retroactive approval of contracts and contract amendments apart from the approval given pursuant to the provisions of this manual, the City may grant additional retroactive approval to a contract or contract amendment, based upon exceptional circumstances, where all the following conditions are met:

- A. the services performed without the City's prior approval of the contract did not occur as the result of repeated mistakes or willful misconduct of the Requesting Department;
- B. the failure to obtain the City's retroactive approval will prevent the Requesting Department from fulfilling its obligations;
- C. the Requesting Department provides to the City Manager a written, factual, explanation of the matters described in Paragraphs (1) and (2) signed by the department director;
- D. the Requesting Department requested, through a public officer or employee with authority to make such a request, the contractor to perform services that were then actually performed by the contractor in good faith reliance that it would be paid for those services;

The Procurement Code, NMSA 1978 §13-1-182, as amended, governs situations in which the City has denied a request for retroactive approval of a contract or contract amendment due to the department's failure to meet the requirements of this rule.


Mark Scott (Jul 7, 2025 15:50 MDT)

Mark Scott, City Manager


Eric Candelaria (Jul 7, 2025 14:48 MDT)

Eric Candelaria, ITT Director



8751 Collin McKinney Pkwy
McKinney, TX 75070
www.ciberpathway.com
Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	6/2/2025
QUOTE #	CPI0135
CUSTOMER ID	CPI238
VALID UNTIL	6/30/2025

CUSTOMER

City of Santa Fe
200 Lincoln Ave

Santa Fe, NM 87504

DESCRIPTION	AMOUNT
Ciber Pathway FY26 Contract (July 2025 - June 2026)	
Tyler Munis HR/Payroll and Benefits Consultant - Senior Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and	\$ 239,250.00
Tyler Munis HR/Payroll and Benefits Consultant - Mid Level Assist payroll team during the payroll weeks with Time files, configuration changes, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations, documentation. Tyler Munis Upgrade 2024 HR/Benefits/Payroll System Tesitng, UAT testing and Training- 1650 Hours/12 Months at \$115/HR	\$ 189,750.00
SQLServer Reports Developer day to day operations or to generate CSV, Excel file sfrom Tyler Munis, EnerGov to provide to third party systems. Retrofit existing reports for any table changes for future upgrades. 960 Hours/12 Months @ 110 HR	\$ 105,600.00
Kronos Consultant Technical assistance with Kronos Dimension Upgrade, Production Support, Test any future service pack implementations. - 1650 Hours/160 Month @145/HR	\$ 239,250.00
Tyler EnerGov Consultant Assist COSF with EnerGov workflows, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. 1650 Hours/160 Month @145/Hr	\$ 239,250.00
Tyler Munis Finance Consultant - Senior Assist Tyler Munis Upgrades, Service Packs and Migration to AWS. Will be responsible for system testing, assist with UAT, configuration updates. Assist business with any new module implementation. 1650 Hours/12 Months at \$145/HR	\$ 239,250.00
ERP Business Analyst - Mid to Senior Level Provide ERP support on business process and solutions. Design and document all business requiriements and process/workflows. Participate in requirements gathering sessions, work wirh customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1650 Hours/160 Month @ 120/HR	\$ 198,000.00
Project Manager/Advisor - Project Implementations Project Manager/Advisor to help with Tyler Munis Upgrades, Create project plans and guide projects to be implemented ontime with minimal disruptions. Advise and help COSF ITT/PMO office on various projects as needed. 1650 Hours/160 HRS/Month @145/HR	\$ 239,250.00

--	--	--

Subtotal	1,689,600.00
----------	--------------

TERMS AND CONDITIONS

1. Customer will be billed at the end of the month for the services provided for that month.
2. Payment will be due on receipt of the invoice.
3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x  _____

Print Name:

GRT Tax	4.875%
---------	--------

Tax due	82,368.00
---------	-----------

Other	-
-------	---

TOTAL	\$ 1,771,968.00
--------------	------------------------

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com

Thank You For Your Business!

URGENT_Ciber Pathway, Inc Amendment No. 3 Packet

Final Audit Report

2025-07-18

Created:	2025-07-18
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Cancelled / Declined
Transaction ID:	CBJCHBCAABAA2NAjdbgWlbRS9yGwCVAkEyhyuRfSExEF

"URGENT_Ciber Pathway, Inc Amendment No. 3 Packet" History

-  Document created by Kristy Miera (kamiera@santafenm.gov)
2025-07-18 - 7:16:46 PM GMT- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (alotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-07-18 - 7:20:47 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-07-18 - 7:39:25 PM GMT- IP address: 104.47.64.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-07-18 - 7:39:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdllovato@santafenm.gov) and Travis Dutton-Leyda
(tkduttonleyda@santafenm.gov) for signature. One of them to sign
2025-07-18 - 7:40:02 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2025-07-18 - 7:46:33 PM GMT- IP address: 63.232.20.2
-  Document declined by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
Decline reason: Please add all SSD #s to the procurement section of the memo
2025-07-18 - 7:48:49 PM GMT- IP address: 63.232.20.2

Signature: 

Email: xivigil@santafenm.gov

25-0354 Ciber Pathway, Inc.

Final Audit Report

2025-08-05

Created:	2025-08-05
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuVUka1zK7xC71ZdLu00c0xDsHGLjNXXK

"25-0354 Ciber Pathway, Inc." History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)
2025-08-05 - 5:44:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature
2025-08-05 - 5:49:30 PM GMT
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)
Signature Date: 2025-08-05 - 5:49:56 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2025-08-05 - 5:50:00 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2025-08-05 - 6:16:45 PM GMT- IP address: 104.28.111.172
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2025-08-05 - 6:36:58 PM GMT - Time Source: server- IP address: 174.205.226.218
-  Document emailed to ANDREA SALAZAR (asalazar@santafenm.gov) for signature
2025-08-05 - 6:37:02 PM GMT
-  Email viewed by ANDREA SALAZAR (asalazar@santafenm.gov)
2025-08-05 - 6:58:39 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ANDREA SALAZAR (asalazar@santafenm.gov)
Signature Date: 2025-08-05 - 6:58:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2025-08-05 - 6:58:46 PM GMT

[← Back to All Requests](#)

Specialized technology support services – Ciber Pathway Inc. Sole Sou

2026-830-Request

Status:Amount:Last Action:

Closed\$893,535.00🟢 Final Approval Received

Actions

🟢 Fully Approved

Approved On
7/14/2026

SOLE SOURCE REQUEST AND DETERMINATION

Name of Request	Created On
Specialized technology support services – Ciber Pathway Inc. Sole Source	05/27/2026
Summary of Request	
Request for Approval of Amendment #3 to Professional Services Agreement Item #22-0266 with Ciber Pathway Inc to Increase the Compensation by \$1,771,968.00 for a New Total Amount of \$6,078,116.40 and to Extend the Termination Date to June 13th, 2026. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)	
Background	
Ciber Pathway Inc. has provided technology support services to the City of Santa Fe since 2019, originally procured through a Statewide Price Agreement. As the City's needs evolved, subsequent sole source solicitations were pursued, as documented in prior solicitations 50-M0087-25-CP182 and 40-M0087-24-CP101.	
No Category Codes	
Requestor	Approval Group
EG Erin Gomez	Information Technology & Telecommunications Admin
Creator	
EG Erin Gomez	
Desired Delivery Date	
05/28/2026	
Fiscal Year	
FY26	

Purchase Details

Total Budget Amount
\$893,535.00

Vendor Selection

Vendor	Contract
Ciber Pathway Inc	3203383 – Tyler Munis Payroll Support
	Ends: 06/13/2026
	Ended

Vendor Contact
Krishna Gajavelli
accounts@ciberpathway.com

Vendor Number
8397

Delivery Code
FOB Destination

Payment Terms
Net 30

Sole Source Assessment

Date of Submission:
05/27/2026

Department Contact:
Erin Gomez

Email:
eagomez@santafenm.gov

Phone Number
505-637-1552

Quantity of the Goods or Service
12 months

Type of Good or Service
Services

Justification
Proprietary

Explain the Purpose/Need of the Purchase
Ciber Pathway Inc has extensive experience supporting Tyler Munis applications and business processes, including payroll implementation and support, Human Capital Management (HCM) year-end processing, leave accrual configuration and maintenance, finance audit reporting, billing operations, and Tyler Cashiering support. Through these services, Ciber Pathway Inc has provided ongoing system administration, troubleshooting, configuration, reporting, and end-user support to help ensure efficient and compliant municipal operations.

Ciber Pathway Inc has provided support for UKG Kronos TeleStaff, including system upgrades, enhancements, integrations, configuration, and ongoing technical support. In addition, Ciber Pathway Inc has assisted with the successful migration from EnerGov to OpenGov, providing implementation guidance, data transition support, system configuration, and process optimization to ensure a seamless transition and continued operational efficiency.

Conversion:
To Contract

Term of Contract (Sole Source)
1 year

Department Criteria:
Ciber Pathway Inc. successfully assisted the City with Tyler Munis upgrades from version 11.3 to 2019, 2019 to 2021, and 2021 to 2024, all completed on schedule and within budget. The firm has also provided support for payroll operations, year-end processing, leave accruals, finance audits, year-end close activities, Tyler Cashiering, Kronos Workforce Management, Telestaff configuration, system integrations, payroll data conversion, ACA compliance reporting, W-2 processing, and custom reporting for Finance, HR, and Payroll.

With more than 22 years of combined ERP and workforce management experience, Ciber Pathway Inc. possesses the specialized expertise and institutional knowledge necessary to support the City's systems effectively. Engaging another vendor would require significant knowledge transfer, increase costs, extend project timelines, and introduce unnecessary risk. Therefore, Ciber Pathway Inc. is the only practical source capable of providing these services in a timely, cost-effective, and low-risk manner.

Vendor Name

Ciber Pathway Inc.

Vendor's Address

8751 Collin McKinney Pkwy Suite # 105 McKinney, TX 75070

Assessment of Vendor's Exclusive Qualifications:

Ciber Pathway Inc assisted with the UKG 2025 upgrade and provides ongoing support services, system enhancements, reporting solutions, and business process optimization to ensure system performance, compliance, and user satisfaction.

Explanation of Unsuitable Alternatives

Ciber Pathway Inc. is capable of providing the specialized support and expertise required to assist the City with the implementation of the Tyler Munis system. The company possesses the necessary knowledge, experience, and technical resources related to the City's Tyler environment, including integrations, business processes, configuration requirements, testing, and operational support.

Due to its familiarity with the City's systems and its ability to provide comprehensive support across Tyler Munis, HR, Payroll, UKG Kronos, Telestaff, and related applications, engaging another vendor would result in significant delays, increased costs, and a prolonged learning curve. Therefore, Ciber Pathway Inc. is uniquely qualified and represents a source for these implementation and support services.

Place checkmarks to affirm this request aligns with each of the requirements in NMSA 1978, Section 13-1-126

- There is only one source for the required service, construction, or item of tangible personal property.
- The service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract.
- Other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

Place checkmarks to affirm you agree and have included these documents

- The vendor has affirmed sole source for the services, construction, or items of tangible personal property by providing a letter on company letterhead signed by leadership affirming they are the sole provider of the goods/services outlined in the scope of work, and documentation has been provided that due diligence was conducted to identify other possible vendors/contractors to provide the requested services/goods but proved unsuccessful.
- Itemized price quote from sole source vendor fully detailing costs for goods/services in scope of work. (Must state whether they are going to charge tax or not.)
- If contract value exceeds CM Approval Amount, include agenda item to present to 2 Committees and Governing Body.
- The requesting department has verified through Pavilion, internet searches, and other market research that these sources are not available from alternative vendors.

Attachments**Uploaded Documents**

 CoSF_CIBERPATHWAY_SoleSource_Justification_FY27.pdf

 CPI_COSF_FY27.pdf

 60-M0087-26-CP241 - 30 Days GSD Email.pdf

Workflow

✓ Request Submitted ^

Created By

EG Erin Gomez

Submitted by Erin Gomez on 6/8/26 at 8:44am

Returned on 6/4/26 at 3:32pm

Submitted by Erin Gomez on 6/4/26 at 11:31am

Returned on 6/3/26 at 9:49am

Submitted by Erin Gomez on 5/28/26 at 10:53am

Returned on 5/28/26 at 10:33am

Submitted by Erin Gomez on 5/27/26 at 9:44am

✓ Director ^

Approved

Director Review

EC Eric Candelaria

Approved by Eric Candelaria on 6/8/26 at 10:03am

Approved by Eric Candelaria on 6/4/26 at 11:32am

Approved by Eric Candelaria on 6/1/26 at 1:47pm

Approved by Eric Candelaria on 5/27/26 at 10:12am

✓ Procurement Analyst Review 1 ^

Approved

Procurement Analyst Senior

KM Kristy Miera

Approved by Kristy Miera on 6/8/26 at 2:33pm

Rejected by Kristy Miera on 6/4/26 at 3:32pm

We just need to adjust the language a bit. The background and a section of the details needs to be adjusted. I have scheduled a meeting so we can go over it together. If you can't make it today, we can schedule something for tomorrow.

Approved by Kristy Miera on 6/1/26 at 2:13pm

Rejected by Kristy Miera on 5/28/26 at 10:33am

Click all the checkboxes at the bottom of the page. Also I believe this software is considered proprietary. Write that in unsuitable alternatives section. The department criteria section also needs to have more substance.

✓ CPO Review ^

Approved

Chief Procurement Officer (CPO)

Travis Dutton-Leyda

Approved by Travis Dutton-Leyda on 6/9/26 at 3:20pm

May 18th, 2026

Ciber Pathway Inc., Experience and Qualifications:

- Ciber Pathway Inc, as the current professional services provider for the City of Santa Fe, has extensive knowledge of the configurations, customizations, and developments completed as part of the Tyler Munis implementation.
- Ciber Pathway Inc successfully assisted the City of Santa Fe with Tyler Munis upgrades from v11.3 to v2019, v2019 to v2021 and v2021 to v2024, both completed on-schedule and within the allocated budget.
- Ciber Pathway Inc has a comprehensive understanding of the City's operational and technical requirements related to Tyler Munis HCM, Finance, EnerGov, Kronos, and Telestaff, including upgrades, enhancements, integrations, and post-production support.
- Ciber Pathway Inc possesses in-depth knowledge of the City's Tyler Munis HCM/Payroll, Finance, EnerGov, Kronos, and Telestaff environments, including software configuration, implementation, and ongoing support processes.
- Over the years, Ciber Pathway Inc has successfully supported the City of Santa Fe with numerous initiatives, including:
 - Tyler Munis Payroll implementation
 - Payroll day-to-day operational support
 - Payroll and HCM year-end processing and forms
 - Leave accrual configuration and support
 - Finance audit reports and auditor assistance
 - Year-end close processes
 - General Billing and Tyler Cashiering support
- For Kronos and Telestaff, Ciber Pathway Inc provided support for Workforce Management upgrades, system configuration, interface development, Telestaff rule configuration, and integration services.
- Ciber Pathway Inc also brings broad expertise in implementing, supporting, and upgrading ERP platforms including PeopleSoft, JD Edwards, and Tyler Munis, as well as workforce management systems such as Kronos and advanced reporting solutions, providing additional value to the City of Santa Fe.



8751 Collin McKinney Pkwy
Suite # 105
McKinney, TX 75070
Ph:405-938-5676
FAX: 405.938.3145
HR@CIBERPATHWAY.COM
www.ciberpathway.com

- Ciber Pathway Inc has successfully developed and delivered a variety of reports for Finance, HR, and Payroll departments, including regulatory, statutory, and business validation reports.
- Ciber Pathway Inc assisted the City with payroll data conversion efforts from JD Edwards to Tyler Munis.
- Ciber Pathway Inc successfully supported the City of Santa Fe HR Department in creating, uploading, and printing 1095-C forms to ensure ACA compliance and adherence to IRS requirements.
- For the past six years, Ciber Pathway Inc has assisted the City of Santa Fe with processing, validating, and generating year-end W-2 forms through the Tyler Munis Payroll module.
- Consultants from Ciber Pathway Inc collectively bring more than 22 years of combined experience in implementing, upgrading, and supporting ERP platforms including Oracle ERP, PeopleSoft, SAP, Tyler Munis, and Workday across local government, state government, and private sector organizations.

Please feel free to contact us with any questions. We appreciate the opportunity to continue supporting the City of Santa Fe and look forward to our continued partnership.

CIBER PATHWAY INC.,

Name: Krishna Gajavelli

Title: President

Date: 05/18/2026



8751 Collin McKinney Pkwy
 McKinney, TX 75070
www.ciberpathway.com
 Ph: 405.938.5676
 Fax: 405.938.3145
 Prepared by: Krishna Gajavelli

QUOTE

DATE	5/18/2026
QUOTE #	CPI0136
CUSTOMER ID	CPI238
VALID UNTIL	5/30/2026

CUSTOMER

City of Santa Fe
 200 Lincoln Ave
 Santa Fe, NM 87504

DESCRIPTION	AMOUNT
CIBER PATHWAY FY27 CONTRACT (July 2026 - June 2027)	
Tyler Munis HR/Payroll and Benefits Consultant and PM (As needed) - Senior	\$ 278,400.00
Assist payroll team during the payroll weeks with Time files, configuration changes to Munis, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade(s) HR/Benefits/Payroll System Testing, UAT testing and Training - 1920 Hours/160 at \$145/HR	
Kronos Consultant - 80 Hours/Month	\$ 139,200.00
Technical assistance with Kronos Dimension, Production Support, Test any future service pack implementations. Resource will support with 80 hours/month - 960 Hours/80 Month @145/HR	
Tyler EnerGov Consultant	\$ 268,800.00
Assist COSF with EnerGov, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. Assist with any tasks that are required to migrate EnerGov to OpenGov as requested by ITT leadership. 1920 Hours/160 Month @140/Hr	
ERP Business Analyst - Mid to Senior Level	\$ 165,600.00
Provide ERP support on business process and testing. Design and document all business requirements and process/workflows. Participate in requirements gathering sessions, work with customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1440 Hours/12 months 115/HR	
Subtotal	\$ 852,000.00

TERMS AND CONDITIONS

1. Customer will be billed at the end of the month for the services provided for that month.
 2. Payment will be due on receipt of the invoice.
 3. Please fax or mail the signed price quote to the address above
- Customer Acceptance (sign below):*

x 
 Print Name: _____

GRT Tax	4.875%
Tax due	\$ 41,535.00
Other	-
TOTAL	\$ 893,535.00

If you have any questions about this price quote, please contact
 Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com
Thank You For Your Business!



Sole Source #60-M0087-26-CP241 - 30 Days

From GSD.SPDInfo@state.nm.us <GSD.SPDInfo@state.nm.us>

Date Sat 7/11/2026 12:01 AM

To MIERA, KRISTY A. <kamiera@santafenm.gov>

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

Your Sole Source **#60-M0087-26-CP241** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$

Exhibit A

STATEMENT OF WORK

System Implementation Support Services

Table of Contents

Services Scope	3
<i>Services, Roles & Responsibilities Work Streams</i>	4
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1.1 Services Scope

Ciber Pathway Inc will be responsible to perform the following:

- a. Prepare project charter and detailed project plan with tasks.
- b. Identify and document new features in Tyler Munis v2019 HCM and Finance sub-modules that are utilized by City of Santa Fe.
- c. Conduct AS IS sessions with City of Santa Fe business users to review and understand current state of processes, requirements, gaps, challenges and pain points. Identify Must Have, Should Have, Could Have and Won't Have.
- d. Prepare fit gap analysis document based on the AS IS sessions. And prioritize Must Have, Should Have, Could Have and Won't Have features or functionality.
- e. Perform analysis to identify any identified gaps can be remedied by utilizing new features available in Tyler Munis v2019. Propose solutions if available for GAPS in new version to City of Santa Module leads.
- f. Present new features available in Tyler Munis v2019 to City of Santa Fe module leads and advantages of utilizing those new features to improve the ROI of the product.
- g. Identify and document changes to existing functionality in new Tyler Munis V2019.
- h. Configure upgrade Tyler Munis V2019 test system as needed for new and existing features.
- i. Unit and system test Tyler Munis v2019 system.
- j. Assist City of Santa Fe users with User acceptance testing.
- k. Work with Tyler support on resolutions with any issues identified during testing.
- l. Identify and document all the existing reports available in Tyler Munis v2019.
- m. Conduct report requirements session with City of Santa Fe business module leads to identify reporting requirements.
- HR
 - i. HCM-Weekly Monthly Quarterly Yearly
 - ii. PERA
 - iii. ACA Reporting
 - iv. Job requisition report
 - v. EEO reports
 - vi. Federal/state requirement reports
- Finance
 - i. AP and AR Budget Billing Weekly Monthly Quarterly Yearly
 - ii. Federal/state requirement reports
- Payroll
 - i. Biweekly processing validation report

- ii. Biweekly tax payments and 3rd party payment reports
- iii. Federal/state requirement reports
- iv. Year-end w2 validation reporting
- v. W4 validation reporting
- vi. Leave Accruals report by Calendar year and Fiscal Year.
- n. Prepare report design documents, build reports and deploy in TEST systems for testing.
- o. Assist City of Santa Fe users in user acceptance testing reports.
- p. Parallel current version to new version for transactions in payroll for at least one cycle to validate the results.
- q. Support City of Santa Fe with any issues during day-to-day activities after go-live with new version for minimum of 4 weeks.

1.2 Services, Roles & Responsibilities Work Streams:

This section defines the key work streams that are directly related to this project. All services and deliverables performed within the scope of this work will fall into one of the work streams below:

Work Streams:

- Program/Project Management
- Functional Process Design/Configuration and Testing
- Deployment and Immediate post go-live support.
- Reporting

1.2.1 Program/Project Management & Governance:

The objective of this workstream is to have Program/Project Management team collaborate with City of Santa Fe throughout the program to ensure project management will governance processes be defined, designed, executed, and refined, as needed.

- Develop Overall Upgrade Charter
- Establish and retain a resourceful City of Santa Fe project team who can address all aspects of the project scope and produce the required deliverables
- Establish and retain a resourceful Ciber Pathway Inc project team who can address all aspects of the project scope and produce the required deliverables
- Establish procedures for knowledge transfer between City of Santa Fe and Ciber Pathway Inc team.
- Verify that a project budget has been established and that the appropriate tracking mechanisms are in place.

- Track the overall progress of the project according to the work plan and ensuring that regular status reports are produced, distributed, and reviewed in a timely basis.
- Create project status reports and attend meetings with project stake holders and City of Santa Fe executive team to provide status updates, risks and any anticipated project delays
- Verify that regular project/cross-team communications are produced and are available to the core and extended project team members.
- Develop an issue management process and tracking tool
- Monitor and manage project issues.
- Verify that Quality Assurance procedures and processes are in place that will help generate high-quality work products and deliverables and a final product that meets the business requirements
- Develop a risk management plan.
- Regularly analyze project risks and establish processes and procedures to prevent or manage these risks
- Establish procedures and processes for capturing, escalating, and resolving the various types of project issues
- Vendor management and handle any additional procurements needed
- Establish and refine change control procedures and processes throughout the project life cycle.
- Document and facilitate key design decisions and ensure the right inputs are being provided by the right parties on time to the right decision-makers

1.2.2 Functional Process Design/Configuration and Testing:

The objective of this work stream is to realize the required ERP Upgrade so that the City of Santa Fe departments are fully supported across their end-to-end business processes.

More specifically, the activities in this work stream will assist in:

- Review and understand the existing requirements, gaps, and challenges already identified with respect to the business needs.
- Provide ongoing current state business process and legacy solution content, materials and City of Santa Fe subject matter personnel to ensure ownership of requirements, design, configuration, and testing priorities, decisions, deliverables, and results.
- Create design documentation that specifies package configuration choices and recommended options based on understood requirements
- Develop white papers and stakeholder communication content, via high quality and clear documentation, for all applicable new designs, business rules, and key decisions that need to be understood and accepted.
- Develop functional specifications for all applicable new designs, interfaces, workflows, and extensions
- Define ERP implementation configuration and development standards and best

practices that should be leveraged.

- Provide test plans, scripts, cases that can be reused
- Develop a testing strategy, plan, and schedule for City of Santa Fe businesses, including integration and user acceptance testing.
- Ensure clear documentation and execution of all defined test scenarios
- Monitor testing and provide test results/status and action plans to fix defects
- Assist City of Santa Fe users in performing user acceptance testing.

1.2.3 Reporting:

The objective of this workstream is to meet the reporting needs for the City of Santa Fe departments and businesses:

- Identify City of Santa Fe reporting needs.
- Create and approve inventory of reporting development objects to meet gaps
- Ensure development approach is consistent with reporting architecture defined by Tyler Munis.
- Build and unit test reports
- Incorporate reporting into end-to-end integration and UAT test plans
- Assist City of Santa Fe business users in conducting UAT.
- Develop reporting training materials

1.2.4 Deployment and Immediate Post Go-Live Support

The objective of this work stream is to ensure an accelerated and high-quality implementation followed by a focused and experienced support effort. The goal is to minimize business disruption and maximize user adoption. More specifically, the activities in this work stream will assist in:

- Providing an implementation schedule and associated staffing that can meet the demands of the rollout.
- Ensuring site readiness prior to cutover.
- Ensuring City of Santa Fe organization readiness to provide expanded support of the ERP solution to stakeholders.

1.3 Team Structure

All proposed key personnel must be approved by City of Santa Fe and named as “key personnel” in the contract. System Integration key personnel shall include, but not be limited to, the positions described below.

Sr. Program/Project Manager

The Sr. Program/Project Manager will be City of Santa Fe’s primary point of contact throughout the project. The Sr. Program/Project Manager will serve as the day-to-day, System Integrator lead and work directly with his/her counterpart at City of Santa Fe. This role is widely held as the most critical role to successfully support ERP Upgrade.

Functional/Process Leads/SME

These Functional/Process Leads/SME’s will provide project management capabilities for their functional/process domain and will be paired with City of Santa leads for each domain. These individuals will possess knowledge of functional modules being upgraded as well as process, configuration, and integration best practices. These leads will be able to proactively guide City of Santa Fe’s team throughout the upgrade project.

Reporting Analyst

Reporting analyst will provide report design, development and train City of Santa Fe staff utilizing approved tools by Tyler Munis architecture.

1.3.1 Staffing Assumptions:

All personnel assigned to project are expected to work offsite or pre-arranged (Onsite-Offsite) schedule that is approved by Ciber Pathway Inc and as well as City of Santa Fe project management team.



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McKinney, TX 75070
www.ciberpathway.com
Ph: 405.938.5676
Fax: 405.938.3145
Prepared by: Krishna Gajavelli

QUOTE

DATE	5/18/2026
QUOTE #	CPI0136
CUSTOMER ID	CPI238
VALID UNTIL	5/30/2026

CUSTOMER

City of Santa Fe
200 Lincoln Ave
Santa Fe, NM 87504

DESCRIPTION	AMOUNT
CIBER PATHWAY FY27 CONTRACT (July 2026 - June 2027)	
Tyler Munis HR/Payroll and Benefits Consultant and PM (As needed) - Senior	\$ 278,400.00
Assist payroll team during the payroll weeks with Time files, configuration changes to Munis, any production issues, questions, reports, audit reports, W2 processing, regulatory reports (State and Federal). Assist HR/Benefits Team with configuration changes, module implementation and third party system integrations. Lead Tyler Munis Upgrade(s) HR/Benefits/Payroll System Testing, UAT testing and Training - 1920 Hours/160 at \$145/HR	
Kronos Consultant - 80 Hours/Month	\$ 139,200.00
Technical assistance with Kronos Dimension, Production Support, Test any future service pack implementations. Resource will support with 80 hours/month - 960 Hours/80 Month @145/HR	
Tyler EnerGov Consultant	\$ 268,800.00
Assist COSF with EnerGov, Upgrades, Decision Engine implementation, Requirement gathering and configuration updates. Assist with any tasks that are required to migrate EnerGov to OpenGov as requested by ITT leadership. 1920 Hours/160 Month @140/Hr	
ERP Business Analyst - Mid to Senior Level	\$ 165,600.00
Provide ERP support on business process and testing. Design and document all business requirements and process/workflows. Participate in requirements gathering sessions, work with customers to implement solutions based on business requirements or propose alternate solutions based on system capabilities. 1440 Hours/12 months 115/HR	
Subtotal	\$ 852,000.00

TERMS AND CONDITIONS

- Customer will be billed at the end of the month for the services provided for that month.
 - Payment will be due on receipt of the invoice.
 - Please fax or mail the signed price quote to the address above
- Customer Acceptance (sign below):*

x 
Print Name: _____

GRT Tax	4.875%
Tax due	\$ 41,535.00
Other	-
TOTAL	\$ 893,535.00

If you have any questions about this price quote, please contact
Krishna Gajavelli, 405.938.5676, accounts@ciberpathway.com
Thank You For Your Business!

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2026

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

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

PRODUCER TechInsurance, Division of Specialty Program Group LLC 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	CONTACT NAME:	
	PHONE (A/C No. Ext): (800) 688-1984	FAX (A/C No): 312-690-4123
INSURED Ciber Pathway Inc 8751 Collin McKinney Pkwy Ste , McKinney, TX, 75070	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hartford Multi-State	NAIC # 00914
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

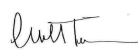
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		46SBMAF6479	7/1/2026	7/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		46SBMAF6479	7/1/2026	7/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		46SBMAF6479	7/1/2025	7/1/2027	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N No	46WECAA4F4L	5/11/2026	5/11/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Santa Fe 200 Lincoln Ave SANTA FE, NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) CIBER PATHWAY INC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 8751 COLLIN MCKINNEY PKWY STE 105	Requester's name and address (optional)
6 City, state, and ZIP code MCKINNEY, TX 75070		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
			-				-		
or									
Employer identification number									
2	6	-	2	6	1	3	7	3	8

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person 	Date 03/11/2025
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General Instructions

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

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

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441-1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(d)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, **only** the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code, earlier*.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification **unless** you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If **only** one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Ciber Pathway Inc Memo 2

Final Audit Report

2026-08-11

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Documents:	Ciber Pathway Inc Memo 2.pdf (2 pages) Ciber Pathway INC Amendment #4.pdf (4 pages) Ciber Pathway Original Contract Item#22-0266.pdf (37 pages) Ciber Pathway, Inc Amendment No. 3 Packet FULLY EXECUTED GB.pdf (58 pages) 60-M0087-26-CP241 - Specialized technology support services - Ciber Pathway Inc. - Sole Source.pdf (8 pages) ciber pathway SS 22.pdf (37 pages) CPI_COSF_FY27.pdf (1 page) COI_FY27.pdf (1 page) Updated Ciber Pathways W9.pdf (6 pages)
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"Ciber Pathway Inc Memo 2" History

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City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME ITT - Project Management				DATE 7/27/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				<i>{enter as <u>positive</u> #}</i>	<i>{enter as <u>negative</u> #}</i>
ITT ERP / Service Contracts	3253950	510310		564,202	
ITT ERP / Other Consulting	3253950	510340		3,884	
1/2% Capital GRT Fund / Capital Transfer to ERP CIP	3653501	760325		1,000,000	
<u>REVENUES</u>				<i>{enter as <u>negative</u> #}</i>	<i>{enter as <u>positive</u> #}</i>
ERP CIP / Capital Transfer from 1/2% Capital GRT Fund	3253950	660365		(1,000,000)	
JUSTIFICATION: <i>(use additional page if needed)</i> <i>--Attach supporting documentation/memo</i>				1,568,086.76	\$ -

DRAFT

<u>Appropriation of anticipated necessary funding for the ITT Enterprise Resource Planning (ERP) project for FY27, including</u> <u>MUNIS/Energov support, project management consulting and legacy system support</u>		<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
		Fund(s) Affected	Fund Balance Increase/(Decrease)
		365	(1,000,000)
TOTAL:		(1,000,000)	

Kayla M Conner Prepared By <i>{print name}</i>	7/27/2026 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	Budget Officer _____ Date _____ Finance Director <i>{≤ \$5,000}</i> _____ Date _____ City Manager <i>{≤ \$60,000}</i> _____ Date _____
Division Director Signature <i>{optional}</i> _____ Date _____		CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #:	
Department Director Signature _____ Date _____			

Ciber_Pathway_Amendment_4_Item_#20-0310

Final Audit Report

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Supporting files page count:	0

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2026-08-26 - 4:03:33 PM GMT



CITY OF SANTA FE

Memorandum

Date: July 30, 2026

To: Governing Body, Public Works Committee, and Finance Committee

From: Gabrielle Chavez, Transit Director of Administration 
GC

Via: Sam Burnett, Public Works Director 
JOHN BURNETT
Carol Swenson, Business Operations Manager 
YVONNE SWENSON

RE: Santa Fe Trails 2026 Updated Requirements for Public Transportation Agency Safety Plan

EXECUTIVE SUMMARY:

The proposed resolution would approve the Santa Fe Trails 2026 Public Transportation Agency Safety Plan ("PTASP"). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration ("FTA") for public transportation systems that receive federal funding under the FTA's Urbanized Area Formula Grant.

BACKGROUND:

On July 19, 2018, the Federal Transit Administration ("FTA") published the Public Transportation Agency Safety Plan's ("PTASP") Final Rule, which requires certain operators of public transportation systems that receive federal funds under FTA's Urbanized Area Formula Grants (49 U.S.C. § 5307) to implement Safety Management Systems ("SMS"). The PTASP rule became effective on July 19, 2019. Santa Fe Trails PTASP was approved by the Governing Body on December 9, 2020, and was subsequently submitted to FTA to fulfill this requirement.

The plan was then updated in January 2023 to include changes to the Public Transportation Agency Safety Plan (PTASP) requirements enacted under the Bipartisan Infrastructure Law. As a result, transit agencies that receive Section 5307 funding and serve urbanized areas with populations under 200,000 are required to develop their Agency Safety Plans (ASPs) in cooperation with frontline employee representatives. On April 9, 2024, FTA published the first major update to the Public Transportation Agency Safety Plans (PTASP) regulation. These updates are a part of a continuing effort to improve transit safety performance on federally supported transit systems, and PTASP is the first rule finalized by FTA under the Bipartisan Infrastructure Law requirements to make transit safer for both transit workers and passengers.



CITY OF SANTA FE

Memorandum

The 2025 plan was reviewed by staff and the 2026 plan was updated to include new data and language revisions in full cooperation with frontline employee representatives and is intended to ensure compliance while continuing to prioritize the safety and well-being of transit personnel and riders. The updated plan also includes updates addressing transit worker assault, safety reporting and hazard identification, additional safety performance targets, and the consideration of infectious disease data from the CDC or state health authorities.

ATTACHMENTS:

Resolution
Fiscal Impact Report
2026 Updated Public Transit Agency Safety Plan

Signature: 
[Gabrielle Chavez \(Aug 28, 2026 12:23:41 MDT\)](#)
Email: gnchavez@santafenm.gov

Signature: 
[YVONNE SWENSON \(Aug 28, 2026 12:58:41 MDT\)](#)
Email: ycswenson@santafenm.gov

Signature: 
[JOHN BURNETT \(Aug 28, 2026 13:54:36 MDT\)](#)
Email: jsburnett@santafenm.gov

Santa Fe Trails 2026 Updated Public Transit Agency Safety Plan (Memo)

Final Audit Report

2026-08-28

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Supporting files page count:	0

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CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Alma Castro

Councilor Patricia Feghali

A RESOLUTION

**APPROVING THE UPDATED SANTA FE TRAILS AGENCY SAFETY PLAN AND
DIRECTING ITS SUBMISSION TO THE FEDERAL TRANSIT ADMINISTRATION.**

WHEREAS, the United States Department of Transportation (“NMDOT”), Federal Transit Administration (“FTA”) requires certain operators of public transportation systems to develop or update Agency Safety Plans (“ASP”)s that include processes and procedures for the agency’s Safety Management Systems, which consists of 1) Safety Management Policy, 2) Safety Risk Management, 3) Safety Assurance, and 4) Safety Promotion; and

WHEREAS, other requirements under the federal regulation, 49 CFR Part 673, require the following:

1. Performance targets based on the safety performance criteria established under the National Public Transportation Safety Plan (“NPTSP”);
2. Adherence to all applicable requirements and standards as set forth in the FTA’s Public Transportation Safety Program (“PTSP”) and NPTSP; and
3. Establishment of a process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan (“PTASP”); and

WHEREAS, the Bipartisan Infrastructure Law adopted in 2022 requires transit agencies that receive federal funds under FTA’s Urbanized Area Formula Grants,⁴⁹ U.S.C. § 5307, to update their ASP; and

WHEREAS, in particular, grant recipients in communities with populations of 200,000 or fewer must develop their ASP “in cooperation with frontline employee representatives”; and

WHEREAS, Santa Fe Trails is the City of Santa Fe’s public bus system that provides a city-wide network of public transportation; and

WHEREAS, Santa Fe Trails is a recipient of Urbanized Area Formula Grant funds and therefore is required to submit an updated safety plan; and

WHEREAS, the Public Works Department, Transit Division, prepared the Santa Fe Trails Agency Safety Plan, updated on July 21, 2026, in coordination with frontline employee representatives.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE that the Governing Body approves the updated Santa Fe Trails Agency Safety Plan, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that the Governing Body directs the City Manager to direct staff to submit the updated Santa Fe Trails Agency Safety Plan, attached hereto as Exhibit A, to the FTA and NMDOT.

PASSED, APPROVED, and ADOPTED this day of , 2026.

MICHAEL J. GARCIA, MAYOR

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ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez
Marcos D. Martínez (Aug 19, 2026 10:06:05 MDT)
MARCOS D. MARTÍNEZ, CITY ATTORNEY

Santa Fe Trails

Agency Safety Plan

May 2026



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1. Transit Agency Information

Transit Agency Name	Santa Fe Trails		
Transit Agency Address	Santa Fe Trails, 2931 Rufina St. Santa Fe NM, 87507		
Name and Title of Accountable Executive	Andrew Baca, Director of Operations and Maintenance The Accountable Executive meets the requirements in 49 CFR § 673.5 and §673.23(d)(1). Please see the Roles and Responsibilities of the Accountable Executive in Section 4-Safety Management Policy.		
Name of SMS Executive/Chief Safety Officer	Gabrielle Chavez, Director of Administration The SMS Executive meets the requirements of § 673.5 and §673.23(d)(2). Please see the Roles and Responsibilities of the SMS Executive in Section 4-Safety Management Policy.		
Mode(s) of Service Covered by This Plan	Fixed-route Bus and Demand Response	List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Fixed-route Bus – directly operated Demand Response – directly operated		
Does the agency provide transit services on behalf of another transit agency or entity?	NO	Description of Arrangement(s)	N/A
Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	N/A		

System Description

History

In 1991, the City of Santa Fe ordinance was passed enabling the formation of Santa Fe Trails. The purpose of this legislation was to:

- provide safe and efficient transit services
- reduce congestion, crashes, and pollution caused by single-occupant vehicles;
- extend the life of the city's roads by reducing traffic;
- provide transportation alternatives to residents, particularly transit-dependent groups such as seniors, youth, low- income, and mobility-impaired residents;
- provide residents with better access to education and higher-paying jobs, and;
- reduce oil dependence by incorporating the use of alternative fuels; such as CNG.

Governing Body

Santa Fe Trails is governed by the Transit Advisory Board (TAB) along with the Mayor and an eight-member Council that represents the four districts within the City of Santa Fe. The TAB consists of nine representatives who represent Seniors, At-large, ADA, Business, Tourism, Intuitions and Government, and Education.

Description

Established in January 1993, Santa Fe Trails is the City of Santa Fe's public transit system, providing fixed-route, circulator, ADA complementary paratransit, and senior transportation services throughout the City of Santa Fe and portions of Santa Fe County. The agency operates ten fixed routes with a fleet of 27 revenue vehicles, Santa Fe Pick-Up fare-free circulator service, and Santa Fe Ride, the City's ADA complementary paratransit and senior transportation service, utilizing accessible Ford Transit and Ford E-Transit vehicles. As the nation's first public transit system to operate an entirely compressed natural gas (CNG) fixed-route fleet, Santa Fe Transit remains committed to providing safe, reliable, accessible, and sustainable transportation, carrying more than 500,000 passenger trips annually.

Santa Fe Trails Executive Leadership

The Director of Operations and Maintenance serves as the Accountable Executive for the City of Santa Fe Transit Division's Agency Safety Plan and Safety Management System and is also responsible for the Transit Asset Management (TAM) Plan. The Director of Operations and Maintenance also presently has safety oversight responsibilities. Santa Fe Trails does not have a safety manager position, therefore the Transit Director of Administration serves as the SMS Executive.

Goals

- provide a level of service that meets or exceeds industry standards;
- identify, eliminate, minimize, and control safety hazards and their associated risks, and;
- comply with the applicable requirements of regulatory agencies; and
- update Agency Safety Plan (ASP) in cooperation with front line transit worker representatives.

Agency Safety Plan and Safety Management System (SMS)

Santa Fe Trails developed this safety plan to comply with 49 CFR Part 673, the PTASP regulation. This plan also serves as an "SMS user's manual" that guides Santa Fe Trails in the successful implementation and operation of its SMS.

The FTA defines SMS as:

The formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

49 C.F.R. § 673.5

Furthermore, SMS is a comprehensive, collaborative approach that brings management and labor together to build on the transit industry's existing safety foundation to control risk better, detect and correct safety problems earlier, share and analyze safety data more effectively, and measure safety performance more carefully. The SMS is appropriately scaled to size, scope, and complexity of Santa Fe Trails.

Santa Fe Trails' SMS has four distinct components, which are discussed in subsequent sections of this safety plan:

- Safety management policy
- Safety risk management
- Safety assurance
- Safety promotion

2. Plan Development, Approval, and Updates

Name of Entity that Drafted this Plan	Santa Fe Trails	
Signature by the Accountable Executive	Signature of Accountable Executive	Date of Signature
	Director of Operations and Maintenance	
Approval by the Board of Directors or an Equivalent Authority	Name of Entity that Approved	Date of Approval
	Santa Fe City Council	
	Relevant Documentation (title and location)	
	City Council Minutes link	
Certification by State Department of Transportation	N/A	

Version Number and Updates			
Version Number	Section/Pages Affected	Reason for Change	Date Issued
1		New Document	12/2021
2		Update	12/2022
3		Reviewed – No Update Needed	12/2023
4		Updated	6/2024
5		Updated	5/2025
6		Updated	7/2026

Annual Review and Update of the Public Transportation Agency Safety Plan

The Accountable Executive and SMS Executive will jointly review and update the Santa Fe Trails Agency Safety Plan, including its safety performance targets, by July 1st of each year. The Santa Fe Trails Agency Safety Plan is developed and updated in coordination with frontline transit worker representatives, as stipulated in the AFSCME bargaining agreement and 49 CFR Part 674. The union will appoint a shop steward to serve as a liaison for frontline transit workers. Santa Fe Trails Agency will invite the shop steward and union leadership to participate in developing and revising the safety plan. This shop steward, along with union leadership, will provide feedback, propose changes, request updates, and initiate agreements on behalf of frontline workers. These proposals, updates, and agreements are then presented as agenda items at the monthly employee meetings. The Accountable Executive will review and approve any changes to the plan, sign the updated version, and submit it to the Santa Fe City Council for final review and approval.

3. Safety Performance Targets

Targets	Fixed Route	Demand Response
Major Events (total)	15	2
Major Events Rate	2	2
Collision Rate	1	0
Pedestrian Collision Rate	1	0
Vehicular Collision Rate	1	1
Fatalities (total)	0	0
Fatality Rate	0	0
Transit Worker Fatality Rate	0	0
Injuries (total)	14	2
Injury Rate	3	2
Transit Worker Injury Rate	2	3
Assaults on Transit Workers (total)	1	0
Rate of Assaults on Transit Workers	1	0
System Reliability	1.75 miles	2.1 miles

****Per 100,000 VRM****

Safety Performance Target Coordination

The Santa Fe Trails Accountable Executive shares its safety performance targets with the Santa Fe Metropolitan Planning Organization (MPO) each year after its formal adoption by the Santa Fe City Council. The Accountable Executive also provides a copy of our formally adopted Safety Plan, including safety performance targets, to the New Mexico Department of Transportation (NMDOT). Santa Fe Trails personnel are available to coordinate with NMDOT and the MPO in the selection of NMDOT and MPO safety performance targets upon request.

Targets Transmitted to the State	State Entity Name	Date Targets Transmitted
	New Mexico Department of Transportation	
Targets Transmitted to the Metropolitan Planning Organization(s)	Metropolitan Planning Organization Name	Date Targets Transmitted
	Santa Fe Metropolitan Planning Organization	

4. Safety Management Policy

Santa Fe Trails Safety Management Policy Statement (SMPS)

To all Santa Fe Trails Staff:

In accordance with the Federal Transit Administration's (FTA) Public Transportation Agency Safety Plan (PTASP) regulation (49 CFR Part 673), Santa Fe Trails has developed this Public Transportation Agency Safety Plan to establish and maintain a comprehensive Safety Management System (SMS) that promotes the proactive management of safety risks and the continuous improvement of transit safety performance. Under the leadership of the Director of Operations and Maintenance, who serves as the Accountable Executive, Santa Fe Transit is committed to fostering a strong culture of safety and security throughout the organization. This commitment is further supported by the reinstatement of the City of Santa Fe's Health and Safety Committee, which provides a collaborative forum for identifying hazards, reviewing incidents, promoting employee involvement, and advancing workplace safety initiatives. Through these efforts, Santa Fe Transit seeks to ensure the safety and security of passengers, employees, contractors, facilities, vehicles, and the public while meeting all applicable federal, state, and local requirements.

I will support the integration of this Policy Statement to guide us as we adopt and follow the federal safety guidelines.

Safety has always been a core value and business commitment for Santa Fe Trails. The agency is dedicated to developing, implementing, maintaining, and continuously improving its daily practices to ensure the safety of customers, employees, contractors, and the public. To guide the prioritization of safety and integrate it into everyday operations, Santa Fe Trails will utilize safety management processes to allocate necessary resources, such as personnel, funding, and technology.

The goal is to promote a robust safety culture and achieve the highest levels of safety performance set by the FTA. The agency's safety management plan reflects a thoughtful, collaborative approach to working with frontline transit worker representatives. This recognizes the vital role these workers play in operating and maintaining the public transportation systems essential to the communities they serve.

By actively engaging with frontline worker representatives, the agency demonstrates a commitment to open, transparent communication, as well as a willingness to incorporate the insights and concerns of those on the ground. This collaboration allows for a deeper understanding of the challenges and needs faced by transit workers, enabling the development of policies and programs that better support them in their critical duties.

Furthermore, this approach emphasizes the importance of nurturing strong partnerships between transit agencies, policymakers, and the frontline workforce. This synergy helps ensure the public's mobility needs are met efficiently and fairly, while also addressing the interests and well-being of the dedicated individuals who keep transit systems running smoothly. Ultimately, this inclusive stance towards frontline worker representatives reflects an all-inclusive, people-centered vision for the future of sustainable, accessible public transportation.

Santa Fe Trails Transit has installed a drop box to enable transit workers to report safety concerns, including assaults, near-misses, and unsafe acts or conditions to senior management. The drop box includes protection for workers who report issues, as well as a description of worker behaviors that may result in disciplinary action.

To ensure effective communication, Santa Fe Trails Transit will notify employees via email and post updates publicly on the operator notification board for notification and participation. Additionally, the transit agency must disseminate the Safety Management Policy throughout its entire organization.

Santa Fe Trails Transit will establish the necessary authorities, accountabilities, and responsibilities for the management of safety within its organization. This will be done in collaboration with the TAB transit advisory Board and the AFSCME Union, as they relate to the development and management of the transit agency's Safety Management System (SMS).

Santa Fe Trails is committed to the following core capacities:

Executive Commitment to Safety - Executive Management will cultivate an organizational culture that prioritizes safe operations. We will dedicate appropriate resources to develop the PTASP, development and ensuring safe practices, improving procedures when necessary, and encouraging effective employee safety reporting and communication. Santa Fe Trails will hold every executive, manager, and employee accountable for upholding our commitment to safe operations. Santa Fe Trails will leverage multiple communication channels to keep employees, policymakers, and the broader community informed.

Communication & Training - Frontline worker representatives and employee engagement are crucial to a well-functioning safety management system (SMS). To enable greater awareness of our safety objectives, performance targets, and ongoing safety communication, we will develop and fine-tune our communication systems at every level of the organization. All levels of management must proactively engage employees and continuously work to keep safety communication simple, honest, and open. Importantly, all employees will be made aware of the importance of our SMS and trained in any new or improved safety reporting procedures. Santa Fe Trails will utilize a comprehensive communication strategy, leveraging all available platforms, to effectively inform its employees, policymakers, and the broader community.

Responsibility & Accountability - All Santa Fe Trails employees, including managers, frontline workers, and contractors, are responsible for providing safe and high-quality transit services that meet the department's performance standards. Each manager will take an active role in the Safety Management System (SMS) process, ensuring that Safety Assurance functions are supported and advocated. Managers are also accountable for overseeing Safety Risk Management in their operational areas, assessing and mitigating the safety risks associated with identified hazards. Safety performance will be a significant factor in the annual performance evaluations for all Santa Fe Trails employees and managers.

Employee Reporting - Santa Fe Trails will implement a safety reporting program that empowers all frontline employees to voice their safety concerns. Employees are required to use this program as part of the organization's safety management system (SMS). No employee will face retaliation for reporting a safety issue through the program, unless the report indicates an illegal act, gross misconduct, negligence, or a deliberate disregard of department and/or City of Santa Fe's rules and policies.

Performance Monitoring & Measurement - To drive continuous safety improvements, Santa Fe Trails will establish realistic safety performance measures and targets. A diverse team, including employees and frontline staff, will work closely with management to ensure the proposed safety risk mitigation strategies are suitable, beneficial, and impactful.

Review & Evaluation - To measure and improve our safety management system (SMS) performance, Santa Fe Trails will analyze key safety indicators, review inspections, and evaluate corrective action

reports. These assessments will inform revisions or development of safety objectives, performance targets, and the overall Agency Safety Plan, with the aim of driving continuous, effective safety enhancements. As a living document, the Agency Safety Plan undergoes regular monitoring to ensure its ongoing applicability and functionality.

We appreciate your full cooperation in creating a safer work environment for our employees and customers.

Sincerely,

Andrew J. Baca

Director of Operations and Maintenance
Santa Fe Trails Transit – City of Santa Fe

Safety Management Policy Communication

Santa Fe Trails' Safety Management Policy (SMP) will continue to undergo an annual review. Once the SMP has been updated and presented before the City's Governing Body for approval. The Transit Training Administrator will distribute a physical copy of the Safety Management Policy Statement (SMPS) and each employee will sign an acknowledgment of receipt during the next bi-monthly staff training for all employees. Any updates, amendments, or new agreements will be communicated to all employees during the bi-monthly training sessions, where the SMP will be presented as an agenda item. Additionally, the SMPS will be posted on facility bulletin boards and presented during a regularly scheduled Transportation Advisory Board meeting for discussion. This policy will also be provided to all new hires as part of Transit's new hire training.

Authorities, Accountabilities, and Responsibilities

Roles and Responsibilities of the Accountable Executive

The Santa Fe Trails Accountable Executive has ultimate responsibility for carrying out the Agency Safety Plan. The Accountable Executive has control or direction over the human and capital resources needed to develop and maintain this Agency Safety Plan.

The Accountable Executive is accountable for ensuring that Santa Fe Trails effectively implements its SMS throughout the agency and addresses SMS substandard safety performance. The Accountable Executive is responsible for signing SMS implementation planning documents and endorsing SMS implementation team membership.

The Accountable Executive may delegate specific responsibilities, but the ultimate accountability for Santa Fe Trails safety performance cannot be delegated and always rests with the Accountable Executive.

The Santa Fe Trails Accountable Executive's roles include, but are not necessarily limited to:

- Decision-making about human and capital resources needed to support asset management, SMS activities, and capital investments;
- Maintaining the Transit Asset Management (TAM) Plan;
- Signing SMS implementation planning documents, and ensuring that SMS is effectively implemented throughout Santa Fe Trails public transportation system;
- Ensuring action is taken to address substandard performance in Santa Fe Trails SMS;
- Endorsing SMS implementation team membership;
- Developing and maintaining SMS documentation;
- Directing hazard identification and safety risk assessment;
- Monitoring safety risk mitigation activities;
- Planning safety management training; and
- Providing periodic reports on safety performance.

Roles and Responsibilities of the SMS Executive

The SMS Executive supports the Accountable Executive in developing, implementing, and operating Santa Fe Trails' SMS. The SMS Executive reports directly to the Accountable Executive for matters involving SMS.

The SMS Executive's role includes:

- Assisting in developing and maintaining SMS documentation;
- Assisting in hazard identification and safety risk assessment;
- Assisting in safety risk mitigation activities;
- Assisting in planning safety management training; and
- Other duties as assigned/necessary.

Santa Fe Trails identifies and documents all the SMS-related organizational accountabilities and responsibilities of the SMS Executive job function, and this documentation is captured and stored in the Accountable Executive's office.

Agency Leadership and Executive Management Roles

Members of Santa Fe Trails' leadership have authorities and responsibilities for the day-to-day implementation and operation of the agency's SMS.

Santa Fe Trails Agency Leadership and Executive Management include:

- Director of Maintenance and Operations
- Transit Director of Administration
- Supervisors
- Training Administrator
- Fleet and Facilities Manager
- Transit Advisory Board (TAB)
- City Council
- Mayor
- City Manager

The Agency Leadership and Executive Management are responsible for the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Overseeing the implementation and operation of Santa Fe Trails' SMS;
- Providing input into the allocation of resources to accomplish the goals and objectives of the agency safety plan;
- Providing oversight and maintaining compliance with the agency safety plan;
- Modifying policies consistent with the implementation of the agency safety plan;

Key Staff Roles

Santa Fe Trails' Key Staff has the following accountabilities and responsibilities of this plan. Its roles include, but are not necessarily limited to:

- Assisting the Accountable Executive and the SMS Executive in developing, implementing, and operating the SMS. Based on responsibilities and expertise, the Key Staff assist in hazard identification, safety risk assessment, safety risk mitigation, safety performance monitoring, safety performance measurement, safety training, and safety communication activities.
- Key staff, including bus operators, dispatchers, maintenance personnel, supervisors, customer service representatives, and other frontline employees, serve as frontline experts in the agency's Safety Management System (SMS). Their direct knowledge of transit operations plays a critical role in hazard identification, safety risk assessment, safety risk mitigation, safety assurance activities, and the ongoing monitoring of safety and security performance throughout the organization. Key staff functions that bring experience and expertise to bear on SMS activities include:
 - Managers;
 - Supervisors
 - Dispatchers;
 - Bus Operators;
 - Vehicle Mechanics, and;
 - Other skilled professionals as needed.

- Safety Meetings: All staff are mandated to attend our bi-monthly Safety Trainings which are held every other month . With the purpose of presenting and discussing potential hazards and strategies to mitigate the consequences of those hazards.

Management and Supervisors are required to attend a weekly meeting with the same mission.

- During the safety meetings, the Agency Safety Plan is presented to frontline safety representatives.

Employee Safety Reporting Program

Santa Fe Trails has implemented a voluntary safety reporting program that encourages employees to report any safety concerns, including assaults on transit workers, near-misses, unsafe acts or conditions, or other issues observed during transit service delivery. This voluntary program operates separately from the company's mandatory reporting requirements for accidents and incidents.

The employee safety reporting program (ESRP) provides protections for employees who report safety issues, concerns, or conditions and ensures that discipline will not be applied, and employees have protection against reprisal or any other adverse action for reporting a safety issue, concern, or condition.

The ESRP also describes employee behaviors that are not protected under the program and may result in disciplinary action, such as an employee engaged in an illegal act, committed gross negligence, or deliberately or willfully disregarded regulations or Santa Fe Trails' procedures.

The ESRP clarifies:

- What to report, what not to report, and how to report;
- What managers should do when employees report safety concerns;
- How reports are documented; and
- How employees will receive feedback about the results of their reports.

The reporting system is simple to use and available to all Santa Fe Trails employees. Santa Fe Trails' ESRP addresses the following:

- Who is responsible for developing and managing the employee safety reporting program;
- Timely response to employee safety reports.
- How the agency provides feedback to employees on the action(s) taken to address the reported safety issue, condition, or concern;
- Investigation of reported safety issues, conditions, or concerns for causal or contributing factors.
- How the transit system documents and reviews safety issues, conditions, or concerns to determine if a hazard exists; and
- If the issue is determined to be a hazard, how the hazard is then entered into the safety risk management process.

Santa Fe Trails is committed to providing feedback to its employees who report a safety issue, condition, or concern. This feedback is provided either directly in a one-on-one conversation or through the safety meeting platform. The feedback addresses what, if any action, will be taken to address the reported safety issue, condition, or concern.

Forms are available in dispatch for employees to fill out and report any safety issues, conditions, or concerns along with a dispatch log for employees who report over the radio. There is also the ability for each employee to e-mail a safety issue, concern, or condition directly to management. If an employee does not have access to e-mail, they can contact the call center at 505-955-2001 and the safety issue, condition, or concern will be logged and management immediately informed via email. The general public can also utilize e-mail via the City of Santa Fe website and the call center as mentioned above.

A description of the ESRP is kept in the Accountable Executive's office at Santa Fe Trails Headquarters. The ESRP is distributed to all current employees during the training provided on employee safety reporting and new employees during their new-hire orientation.

6. Safety Risk Management (SRM)

Santa Fe Trails uses the SRM process as a primary method to ensure the safety of our operations, passengers, employees, vehicles, and facilities. It is a process wherein hazards and their consequences are identified, assessed for potential safety risk, and resolved in a manner acceptable to Santa Fe Trails' leadership. The Santa Fe Trails SRM process allows us to carefully examine what could cause harm, determine whether we have taken sufficient precautions to minimize the harm, or if further mitigations are necessary.

The Accountable Executives supported by the SMS Executive leads the Santa Fe Trails SRM process to identify hazards and consequences, assess safety risk of potential consequences, and mitigate the safety risk. The results of the SRM process are documented in the Safety Risk Register and referenced materials.

The SRM process applies to all elements of the system, including operations, maintenance, facilities, vehicles, personnel recruitment, employee training, and supervision.

Overall, the Santa Fe Trails SRM process includes the following steps that are carried out under the guidance of the Accountable Executive, supported by the SMS Executive, with input from appropriate subject matter experts:

- Identify hazards
- Identify the potential consequences of each hazard
- Evaluate consequences in terms of likelihood and severity
- Prioritize risk using our formal risk matrix
- Communicate prioritized risk to the Accountable Executive
- Based on the Accountable Executive's approval, create safety risk mitigations to eliminate or reduce the effects of hazards.
- Implement the mitigation
- Create a strategy for monitoring mitigation effectiveness

In carrying out the SRM process, Santa Fe Trails uses the following terms:

- **Safety Event** – An unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.
- **Hazard** – Any real or potential condition that can cause injury, illness, death, damage to/loss of facilities, equipment, rolling stock, or infrastructure belonging to SANTA FE TRAILS, or damage to the environment.
- **Risk** – Composite of predicted severity and likelihood of the potential effect of a hazard.
- **Safety Risk Mitigation** – a method(s) to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.
- **Consequence** – An effect of a hazard involving injury, illness, death, or damage to SANTA FE TRAILS property or the environment.

Risk Assessment Matrix				
SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Hazard Identification

All subsequent safety risk management activities are contingent on effectively identifying sources for hazard identification and the processes to obtain information on hazards.

Santa Fe Trails has developed methods and processes to identify hazards and consequences of the hazards. Santa Fe Trails considers, as a source for hazard identification, data and information provided by City Management and the City Council, the FTA, and NMDOT. Santa Fe Trails also considers the results of its asset condition assessments when performing safety hazard identification activities through its SMS. The results of the condition assessments and safety risk management activities help inform Santa Fe Trails' determination as to whether an asset meets the state of good repair standards under 49 CFR Part 625. Santa Fe Trails also evaluates safety information obtained from incidents, accidents, near misses, close calls, unsafe conditions, and employee safety reports to proactively identify hazards before injuries, damage, or service disruptions occur.

The Accountable Executive, supported by the SMS Executive, is responsible for overseeing and facilitating Santa Fe Trails' hazard identification process. The Accountable Executive is also responsible for documenting identified hazards and ensuring that subject matter experts identify the potential consequences of those hazards. Information related to hazard identification and consequence determination is stored in the Santa Fe Trails' Safety Risk Assessment register, which is an Excel spreadsheet that allows for the documentation of all identified safety hazards and the subsequent activities related to addressing those hazards. This risk register is maintained by the Accountable Executive. Hazards identified through accidents, incidents, near misses, close calls, safety observations, and employee reports are documented and evaluated using the same hazard identification process.

The safety hazard identification process helps Santa Fe Trails identify hazards and potential consequences in the operation and maintenance of the system. Hazards are identified through a variety of sources, including:

- Employee Safety Reporting
- Review of Vehicle Camera Footage
- Review of Monthly Performance Data Sheets
- Data and information regarding exposure to infectious diseases provided by the Center for Disease control (CDC) or a State health authority
- Safety concerns identified through the agency's Safety Assurance activities
- Observation from Supervisors
- Maintenance Reports
- Comments from Customers and Passengers
- Employee Safety Meetings
- Manager and Supervisor Safety Meetings
- Results of audits and inspections of vehicles and facilities
- Results of training assessments
- Results of internal safety audits
- Investigations into safety events, incidents, and occurrences
- Investigations and reviews of near misses, close calls, unsafe acts, unsafe conditions, and other events that had the potential to result in injury, damage, or service disruption
- Safety concerns identified through Safety Assurance activities and;
- FTA, the New Mexico Department of Transportation, and other oversight authority agencies.

The Accountable Executive, with support from the SMS Executive, reviews these sources for hazards and documents them in Santa Fe Trails' safety risk register.

The Accountable Executive also enters hazards into the safety risk register from reviews of the Santa Fe Trails operations and maintenance, results of audits and observations, and information received from FTA, New Mexico Department of Transportation, and other oversight authorities, including the National Transportation Safety Board. This review includes the evaluation of accident trends, incident trends, near misses, close calls, employee reports, customer complaints, security-related events, and operational observations to identify emerging hazards and opportunities for risk reduction.

The Accountable Executive or SMS Executive may conduct further analysis of hazards and consequences entered into the Safety Risk Register to collect information, identify additional consequences, and to inform management which hazards should be prioritized for safety risk assessment. In following up on identified hazards, the Accountable Executive or SMS Executive may:

- Reach out to the reporting party, if available, to gather all known information about the reported hazard;
- Conduct a walkthrough of the affected area, assess the possible hazardous condition(s), generate visual documentation (photographs and/or video), and take any measurements that are deemed necessary;
- Conduct interviews with employees in the area to gather potentially relevant information on the reported hazard;
- Review any documentation associated with the hazard (such as records, reports, procedures, inspections, technical documents, etc.);
- Contact other departments that may have association with or technical knowledge relevant to the reported hazard;
- Review any previously-reported hazards of a similar nature; and
- Evaluate tasks and/or processes associated with the reported hazard.
- Review vehicle camera footage, CAD/AVL data, dispatch logs, and other available records associated with accidents, incidents, near misses, or close calls to identify contributing factors and potential corrective actions.

Any identified hazard that poses a real and immediate threat to life, property, or the environment must immediately be brought to the attention of the Accountable Executive and addressed through the SRM process for safety risk assessment and mitigation. This signifies the belief that immediate intervention is necessary to preserve life, prevent major property destruction, or avoid harm to the environment that would constitute a violation of the Environmental Protection Agency or NMDOT environmental protection standards.

Santa Fe Trails involves subject matter experts in safety hazard identification processes by matching the experience and expertise of the individual(s) with the type of hazard to be analyzed. For example, if the hazard is operations related, then the primary subject matter experts will be from operations; if the hazard is vehicle maintenance related, that type of hazard requires vehicle maintenance expertise and skills. Frontline employees, including operators, dispatchers, maintenance personnel, supervisors, and customer service staff, are recognized as subject matter experts and play an important role in identifying hazards, reporting near misses and close calls, and contributing operational knowledge during hazard evaluations and safety risk assessments.

Determination of the potential consequences of hazards drives our safety risk assessment activities. Hazards in and of themselves do not cause damage. It is the consequences of hazards that cause injuries and death, destroy property, harm the environment, or impair the ability of a transit provider to deliver transit services. Santa Fe Trails subject matter experts identify the potential consequences of hazards, keeping in mind that a single hazard could have many potential consequences. Each potential consequence is identified and recorded. When evaluating near misses and close calls, Santa Fe Trails considers what could have reasonably occurred had circumstances been slightly different and uses those potential consequences to inform safety risk assessments and mitigation strategies.

The Accountable Executive is responsible for ensuring that the documentation of hazards and consequences is taking place. This includes ensuring that accidents, incidents, near misses, close calls, and identified unsafe conditions are appropriately documented, evaluated, tracked, and addressed through the agency's Safety Management System.

Safety Risk Assessment

Santa Fe Trails has established processes to assess the safety risk associated with identified safety hazards. These safety risk assessment processes include an assessment of the likelihood and severity of the potential consequences of identified hazards, taking into account existing mitigations, to determine if safety risk mitigation is necessary and to inform prioritization of safety risk mitigation.

Assessing the likelihood and severity of hazard consequences is the first step in prioritizing safety risk. Santa Fe Trails has established a process for assessing the potential safety risks of identified hazards and prioritizing them accordingly. The agency evaluates safety risk in terms of likelihood (the likelihood of a consequence occurring) and severity (the seriousness of a consequence, if it does occur). A color-coded safety risk index provides a rating system that is used in conjunction with a safety risk assessment matrix to prioritize safety risks. This matrix helps determine the likelihood and severity of potential consequences, allowing Santa Fe Trails to prioritize safety risks. The specific safety risk assessment matrix used by the agency is presented here:

Risk Assessment Matrix				
SEVERITY	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
LIKELIHOOD				
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

To conduct safety risk assessments, Santa Fe Trails selects subject matter experts, front line employees and the safety committee whose experience and expertise align with the specific hazards or potential of being evaluated. The Accountable Executive or SMS Executive oversees this assessment process, which utilizes Santa Fe Trails' established safety risk assessment matrix.

Safety risk prioritization is linked to safety risk mitigation creation utilizing the risk matrix ranking. Prioritizing our safety risk provides the Accountable Executive with the information needed to make decisions about resource application. It helps Santa Fe Trails apply its limited time, financial, and human

resources to the highest priority transit safety risk. The Accountable Executive is the ultimate decision-maker on applying resources to mitigate high priority transit safety risk.

Safety Risk Mitigation

Santa Fe Trails' safety risk management process culminates in the development of proactive safety risk mitigation measures. The agency has established processes to identify necessary mitigations and strategies to reduce the likelihood and severity of safety risks that were assessed during the safety risk assessment process.

The Accountable Executive, supported by the SMS Executive, is responsible for guiding and overseeing the subject matter experts involved in the risk mitigation process. Any safety risk mitigations requiring additional resources or changes to agency policy must be approved by the Accountable Executive.

Santa Fe Trails has implemented a comprehensive process to mitigate its prioritized safety risks. This process clearly defines when risk mitigation is necessary and assigns specific roles for developing those mitigations. Key elements include:

- Incorporating guidance from oversight authorities like the FTA or the NMDOT
- Adhering to infectious disease prevention guidelines from the CDC or state health department
- Referencing any required forms
- Documenting and storing the results of the risk mitigation process

Santa Fe Trail's safety risk mitigation steps include:

- Examining the potential consequences of hazards and their likelihood and severity
- Develop strategies to reduce the likelihood and/or severity of those potential consequences
- Ensure the strategy can be realistically implemented with available resources
- Turn the strategy into a mitigation plan
- Put the mitigation plan into place
- Create a plan for monitoring the effectiveness of the mitigation

Santa Fe Trails develops and documents a strategy to implement a safety risk mitigation plan that drew on subject matter expertise. These implementation strategies include:

- who is responsible for implementing the mitigation;
- where the mitigation will reside within agency activities;
- how the mitigation will be implemented, and;
- how long should implementation take.

Santa Fe Trails needs to know that its mitigations are working. When we develop mitigation, we also define and document the way the mitigation will positively impact safety performance so that we can then monitor whether that positive impact is taking place and if the mitigation is effective. Under the guidance of the Accountable Executive and/or SMS Executive, the subject matter experts involved in creating a safety risk mitigation also decide on the best ways to monitor the effectiveness of the mitigation being implemented. This includes developing and documenting monitoring strategies. Santa Fe Trails created strategies for monitoring the effectiveness of mitigations. These strategies provide consistency in monitoring activities, regardless of whether the mitigation is implemented in operations, maintenance, or administration.

Santa Fe Trails understands that successful mitigation implementation and monitoring activities depend on having a process for how it will formally communicate mitigation and monitoring strategies to operations, maintenance, or administration staff who will implement and monitor the mitigations. Santa Fe Trails has documented this process. This communication feeds cross-functional ownership in SMS processes since employees who create the mitigations may not be the same employees that implement and monitor the mitigations.

Strong documentation of safety risk mitigations feeds safety performance monitoring. Santa Fe Trails has established and documented how it will record all of its various safety risk mitigation activities and their outcomes. Within this process, Santa Fe Trails references any forms that it uses during safety risk mitigation activities and where the completed records of safety risk mitigation activities are stored.

Risk mitigations are accompanied by a Mitigation Implementation Plan (MIP) and a Mitigation Monitoring Plan (MMP).

7. Safety Assurance

Santa Fe Trails has established processes to:

- Monitor its operations for compliance with and sufficiency of its policies and procedures;
- Santa Fe Trails works to ensure that it is performing maintenance which is consistent with Santa Fe Trails' ability to safely meet its operational requirements and in compliance with all safety policies and procedures;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or that were not implemented as intended;
- Conduct investigations of safety events to identify causal and contributing factors, and;
- Monitor the effectiveness of its employee safety reporting program.

Safety Performance Monitoring and Measurement

Santa Fe Trails has many processes in place to monitor its entire transit system for compliance with operations and maintenance procedures, including:

- Safety audits;
- Informal inspections of vehicles, facilities, and operations;
- Regular review of on-board camera footage to evaluate operational performance, driver behavior, security concerns, and specific incidents;
- Investigation of accidents, incidents, near misses, close calls, and safety-related occurrences; Review and analysis of employee safety reports and frontline observations;
- Safety review prior to the implementation, modification, or expansion of services, facilities, equipment, or operational procedures; Daily data gathering and monitoring of data relating to the delivery of service using its Dispatch Management software,
- Monitoring of safety performance indicators, trends, and established safety performance targets;
- Review of customer complaints, commendations, and security-related reports; and;
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends both quarterly and annually to determine where corrective actions need to occur. The Accountable Executive enters any identified non-compliant or ineffective activities, including any resulting mitigations, back into the SRM process for reevaluation.

Santa Fe Trails also utilizes trend analysis of accidents, incidents, injuries, near misses, close calls, employee reports, maintenance findings, and security-related events to proactively identify safety concerns and continuously improve system performance.

Operations Monitoring

The Accountable Executive and operations supervisors are responsible for ensuring and documenting the system's compliance with and sufficiency of its operations policies and procedures. Santa Fe Trails has checklists and forms that it uses to drive and document its operations monitoring activities. This documentation is stored within Santa Fe Trails' safety performance monitoring files located in the Accountable Executive's office.

The operational areas that are monitored for compliance with policies and procedures include but are not limited to:

- Bus operator pre-trip inspections;
- Bus operator abbreviated pre-trip inspections conducted during mid-route and end-of-route driver change-outs;
- Bus operator behind the wheel performance;
- Bus operator passenger assistance;
- Bus operator emergency response,
- Bus operator compliance with safety and security procedures; and;
- Operations Supervisor and Dispatch activities.

When Santa Fe Trails' monitoring activities determine lack of compliance with operations policies and procedures or inadequacies of those policies and procedures, it then uses this information to feed Santa Fe Trails' hazard identification and safety risk assessment process.

Within these documented processes, Santa Fe Trails describes:

- the job functions responsible for the different areas of field observations;
- how it will record the results of field observations;
- where these records are stored, and;
- how it will address hazards or safety issues identified during field observations.

Santa Fe Trails has established and documented emergency procedure checklists that supervisors and dispatchers can readily access to help direct their response to bus operators who may experience an emergency during revenue service. These procedures include, but are not limited to:

- responding to accidents and incidents;
- evacuating a vehicle under smoke and fire conditions, and;
- responding to potentially dangerous passengers and other security threats.

Vehicle Maintenance Monitoring

Santa Fe Trails monitors the following areas of its vehicle maintenance and documents all monitoring activities and their results:

- Mechanic skills and performance;
- Adherence to preventive maintenance schedules;
- Effectiveness of corrective maintenance activities, and;
- Maintenance-related vehicle road calls.

Facility Safety Inspections

Santa Fe Trails maintenance management with support from City personnel conduct periodic facility safety, shop safety, and HAZMAT inspections. These inspections are documented as well as activities to mitigate any problems identified during the inspections. These records are kept in the Accountable Executive's office.

Fire Hazard and Fire Extinguisher Inspections

Santa Fe Fire Department and Risk Management division conduct independent annual fire inspections at our facilities. Santa Fe Trails utilizes independent contractors to inspect and replace facility and vehicle and facility fire extinguishers as well as fire safety systems on an annual and as needed basis.

Field Observations of Service Delivery

Santa Fe Trails has documented processes that it uses to conduct field observations of safety-related aspects of the following elements of service delivery:

- bus stops;
- bus transfer locations;
- fixed-route schedules and service delivery; and
- paratransit/demand response scheduling and service delivery.

Monitoring Hazardous Material Storage

Maintenance employees shall handle, store, transport, and dispose of hazardous materials in accordance with manufacturer requirements, Safety Data Sheets (SDS), applicable environmental regulations, and City safety policies and procedures. Hazardous materials may include, but are not limited to, fuels, oils, lubricants, coolants, solvents, cleaning agents, paints, adhesives, batteries, refrigerants, and other chemicals used in transit maintenance operations. Employees shall be trained on the hazards associated with materials they may encounter and shall utilize appropriate personal protective equipment (PPE) when handling or working near hazardous substances. All hazardous materials shall be properly labeled, stored in approved containers and designated storage areas, and secured to prevent spills, leaks, contamination, or unauthorized access. Spills, releases, or exposures shall be reported immediately and addressed in accordance with established spill response and emergency procedures. The agency shall maintain current Safety Data Sheets (SDS) and ensure they are readily accessible to employees. Proper hazardous materials management is essential to protecting employee health and safety, preserving the environment, maintaining regulatory compliance, and ensuring the safe operation of transit facilities and equipment.

Monitoring Tool Use and Equipment Integrity

Maintenance employees shall use only tools and equipment that are appropriate for the specific task being performed and in accordance with manufacturer instructions, established maintenance procedures, and applicable safety requirements. Prior to use, employees will inspect all hand tools, power tools, diagnostic equipment, lifting devices, and specialty tools for damage, excessive wear, defects, or missing components that could affect safe operation. Defective, damaged, or unsafe tools shall be immediately removed from service, clearly tagged, and reported to a supervisor for repair or replacement. Employees shall not modify tools or use tools for purposes other than their intended design. Proper personal protective equipment (PPE) will be worn when required, and all tools will be maintained, stored, and secured in a manner that preserves their integrity and prevents injury or damage. Selecting the correct tool for the job, maintaining tool condition, and following safe operating practices are essential to reducing workplace hazards, preventing equipment damage, and ensuring the safe and reliable maintenance of transit vehicles and facilities.

The Accountable Executive, supported by the SMS Executive, has overall responsibility to ensure that this monitoring is carried out and documented. Field observations are carried out by operations, maintenance, and administrative staff. If deficiencies are noted during the monitoring process, these deficiencies are documented and addressed as a source of proactive hazard identification through Santa Fe Trails' safety risk management processes. All these service delivery monitoring activities are documented and stored in the Accountable Executive's office.

Risk Mitigation Monitoring

The Accountable Executive with support from the SMS Executive and operations, maintenance, and administrative staff has responsibility for monitoring operations to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. The actual field monitoring of the mitigations is often carried out by subject matter experts, including those that assisted in the creation of the mitigation of the SRM process.

Santa Fe Trails documents how it carries out these monitoring strategies to periodically assess the effectiveness of safety risk mitigations.

Activities to monitor the effectiveness of safety risk mitigations ultimately assist Santa Fe Trails in determining whether:

- the existing mitigation is working as desired;
- the existing mitigation needs some modification to work as desired;
- the existing mitigation is not working and needs to be replaced, or;
- the existing mitigation is no longer needed.

The results of mitigation monitoring activities are made available for further safety risk management activity if needed. Mitigation monitoring documentation is stored in the Accountable Executive's office.

Safety Event Investigation

Responsibility for Santa Fe Trails safety event investigation process is shared by the Accountable Executive and the SMS Executive. Actual performance of safety event investigations, including identifying causal factors, involves not only the Accountable Executive and SMS Executive but also Operations Supervisors, Maintenance Staff, and Training Staff. Local law enforcement responds to accident scenes, as well.

Safety event records provide critical baseline information to support SMS implementation, operation, and safety performance target achievement.

Santa Fe Trails has documented procedures for safety event investigation. Santa Fe Trails has forms, consistent with industry standards, for documenting the results of safety events as well as the subsequent investigation. Safety event documentation is on file in the Accountable Executive's office.

After a safety event investigation is complete, Santa Fe Trails management, with input from subject matter experts, determines whether the safety event was preventable or non-preventable and based on that decision, whether discipline of employees involved is required.

Santa Fe Trails takes the process a step further and performs causal analysis of safety events to help determine if latent organizational factors, beyond individual employee behavior, may have contributed to the event. The results of causal analysis are documented on a causal analysis form. Records of the results of the analysis of the forms are kept in the Accountable Executive's office.

Results of this analysis for causal factors provide potential hazard identification information that may need to be put through Santa Fe Trails' safety risk management process to reduce the potential risk of recurrence of a similar accident or incident.

Employee Safety Reporting Program Monitoring

An effective ESRP supports hazard identification. The Accountable Executive with support from the SMS Executive is responsible for monitoring the transit agency's ESRP.

Santa Fe Trails has established and documented the activities it will use on an ongoing basis to monitor whether its ESRP is effective and achieving desired outcomes. Within this process, Santa Fe Trails has established criteria that will determine if the program is performing as desired. Some of the criteria include: volume of reports received, value of reports received, response to reports received in terms of hazard identification risk assessment and risk mitigation, how information gathered from the ESRP is shared and communicated, and the timeliness and accuracy of feedback provided to employees who have reported a safety issue, concern, or condition.

Documentation on all aspects of monitoring the safety reporting program is stored in the Accountable Executive's office.

Continuous Improvement

Santa Fe Trails annually assesses its safety performance using key safety indicators to track progress towards its safety targets and to identify any deficiencies in safety performance against its targets, including when the agency fails to meet a target. This process also evaluates how effectively the agency addresses safety risks across all aspects of service delivery.

Santa Fe Trails annual assessment also includes conducting a comprehensive audit of the existing SMS, examining its policies, procedures, and implementation across all levels of the organization. This involves meticulously reviewing documentation, observing safety practices in the field, and conducting interviews with employees at different levels to gain a holistic understanding of the system's effectiveness. Deficiencies in the agency's SMS include concerns with the processes and procedures defined by the agency to carry out its SMS.

Based on the findings of this annual assessment, Santa Fe Trails develops and carries out a plan, under the direction of the Accountable Executive, to address any identified deficiencies. The plan includes the agency's efforts to address underlying hazards and potential consequences through Safety Risk Management, changing data collection or analysis techniques to better understand what is really going on, and/or testing and evaluating new approaches to SMS processes.

The results of these assessments are documented and kept on file in the SMS Executive's office.

8. Safety Promotion

Competencies and Training

Under the guidance of the SMS Executive, the Santa Fe Trails Training Administrator has the day-to-day responsibility for the development, delivery, and documentation of all SMS-related safety skill competencies and SMS training.

Santa Fe Trails has established competencies and training for all operations transit workers and transit workers directly responsible for safety. Training is provided to employees at-hire and on an ongoing refresher basis.

Training Needs Analyses

Santa Fe Trails periodically conducts training needs analyses to ensure that its training is up to date, and addresses critical, safety-related concerns. It carries out these training needs analyses by doing the following:

- Reviewing existing job descriptions;
- Identifying which positions, including contractors, have direct responsibility for determining when safety training is needed;
- Determining what SMS roles, responsibilities, and processes are missing from job descriptions, and;
- Updating job descriptions to reflect SMS practices.

New-Hire Bus Operator Training Program

Santa Fe Trails has comprehensive lesson plans for new-hire, classroom, and hands-on bus operator training. Continuation of skill training helps it identify hazards, such as training gaps or outdated lesson plans. Lesson plans and schedules not only assist the instructor in delivering the training but also provide a record of the content of the training should it be needed for any other purpose. All Santa Fe Trails new-hire bus operator lesson plans and schedules are kept on file in the Training Administrator's office.

Bus Operator Refresher Training

Santa Fe Trails presently provides monthly bus operator refresher training on a variety of topics, including defensive driving, bloodborne pathogens, wheelchair securement, emergency procedures, active shooter, de-escalation, and ergonomics.

Santa Fe Trails maintains lesson plans, agendas, and sign-in sheets to document the content of refresher training and individual attendance at that training. These documents are on file in the Training Administrator's office.

Santa Fe Trails also provides retraining for Bus Operators for performance deficits.

Supervisors, Dispatchers, and Mechanic Training

Supervisors, dispatchers, and mechanics play a critical role in identifying and responding to hazards, and helping to both proactively and reactively mitigate risk. Training for supervisors, dispatchers, and mechanics primarily consists of mentoring, coaching, and on-the-job training.

Mentoring, coaching, and on-the-job training are very appropriate training approaches, but ones that need to be guided by a structured agenda of topics. Santa Fe Trails has developed checklists with topics for experienced supervisors, dispatchers, and maintenance staff to use during on-the-job training, coaching, and mentoring of trainees.

These checklists are also used to document an employee's satisfactory completion of the training and include instructor and trainee signatures and the dates the training took place. These documents are kept on file in the Training Administrator's office.

SMS Orientation

A cross-functional and multi-level understanding of SMS supports all SMS-related activities. Successful SMS implementation and operation require employee involvement and ownership at every level of the agency and within every service-delivery related function. Employees need to understand SMS; what their role is within SMS; and how they, the organization, and customers benefit from SMS success. This knowledge will nurture employee "buy-in."

Santa Fe Trails presented SMS orientation sessions for all employee functions and addressed the implications of SMS for all agency functions. This initiative addressed SMS with experienced employees. Santa Fe Trails has also plugged information on SMS into all new-hire employee orientations. Documentation of these orientations, including agenda of topics covered, signatures of trainer/trainee, are kept on file in the Training Administrator's office.

Safety Risk Management Orientation for Subject Matter Experts

Successful proactive safety risk mitigation begins with subject matter experts who have a clear understanding of their responsibilities and the skills required to carry them out.

Employees who participate in safety risk management activities as subject matter experts need to understand how to carry out their responsibilities. The SMS Executive makes sure that subject matter experts are orientated on their safety risk management responsibilities, the desired outcomes of safety risk management activities, and the importance of the effort to Santa Fe Trails' safety performance.

Documentation of the orientation process, as well as the orientations themselves, includes how the agency:

- assesses hazards for consequences;
- conducts safety risk assessments, and;
- creates safety risk mitigations.

Documentation of this ongoing activity is on file in the Training Administrator's office.

Safety Performance Monitoring Orientation

The quality of safety performance monitoring is reflected in an agency's overall positive safety performance. Employees who participate in safety performance monitoring activities need to know how to carry out their responsibilities. The Accountable Executive and SMS Executive make sure that these employees receive orientations on what their responsibilities are, the desired outcomes of safety performance monitoring, and the importance of the effort to overall agency safety performance.

Orientations include how to perform monitoring activities of both internal and contracted operations as

well as external maintenance activities. Performance monitoring includes such activities as:

- field observations to ensure operations and maintenance policies and procedures are being followed correctly;
- assessing and documenting employee safety performance; monitoring the effectiveness of safety risk mitigations, and;
- evaluating the effectiveness of the employee safety program.

Documentation of these activities is kept on file in the Training Administrator's office.

Orientation on Employee Safety Reporting Program

An effective ESRP is one of the most important tools for hazard identification.

Santa Fe Trails' ESRP, at a minimum, provides the following information:

- the purpose and benefits of the program;
- guidelines on the types of safety concerns and issues employees should report;
- the reporting methods available to employees (how to report);
- an explanation of how the information will be managed and shared;
- the protections for employees who report safety concerns;
- a description of the operational behaviors that are not protected and may result in discipline, and;
- the agency's commitment to providing feedback on reported safety concerns.

Agendas of the ESRP orientation and attendance records are on file in the Training Administrator's office.

Training Documentation

Training documentation is a source of hazard identification.

Training documentation provides formal proof that employees were trained and shows that employees received timely certification and recertification in critical skill areas. Up-to-date training documentation also assists Santa Fe Trails in forecasting future training schedules.

Santa Fe Trails training documentation includes:

- records of training needs analysis for lesson plan development;
- curricula for initial and refresher training;
- training schedules and records of all completed training;
- procedures for revising training materials;
- course assessment materials, and;
- copies of individual employee training records.

Santa Fe Trails records of course completion include:

- date the training was held;
- content covered during the training session;
- length of the session;

- training format, and;
- signatures of instructor and trainee.

Records of training documentation and course completion are kept on file in the Training Administrator's office.

Conflict Training and De-escalation Skills

Santa Fe Trails provides conflict management and de-escalation training to all staff, via on-line training module and in person training.

Training Monitoring

Santa Fe Trails regularly monitors its training to ensure effectiveness. Specifically, the training monitoring process addresses the following:

- monitor training to make sure it delivers the necessary SMS skills and information;
- establish a process for reviewing and revising training courses and consider review frequency, reviewers, and decision-making process for revisions.

Safety Communication

The Accountable Executive and SMS Executive are responsible for ensuring the distribution and communication of safety and safety performance information throughout Santa Fe Trails. They are assisted in this responsibility by appropriate managers and supervisors.

Effective safety communication is the foundation for developing robust Safety Management System (SMS) processes and activities at Santa Fe Trails. Santa Fe Trails regularly informs its workers of safety actions taken in response to reports submitted through the transit worker safety reporting program. The department has ensured, and will continue to ensure, that all employees are aware of safety-related information and responsibilities across multiple communication channels including conveying all reports to frontline transit worker representatives. This includes providing clear explanations, documentation, training, and notifications about any changes to relevant policies, activities, or procedures. Santa Fe Trails has documented its comprehensive approach to safety communication and supporting activities, which is maintained on file in the Accountable Executive's office.

In general, Santa Fe Trails' documentation of safety communication includes details about:

- objectives of the communication;
- content;
- target audience;
- format;
- frequency of the communication; and
- ways to ensure communication was understood.

Safety Meetings

Santa Fe Trails holds monthly employee safety meetings. These safety meetings provide a strong platform for safety-related communication and dialogue, identification of safety hazards, concerns, and

issues, and the delivery of refresher training. It is through employee safety meetings that the agency conveys the results of cooperation with frontline transit worker representatives in updating the Agency's Safety Plan

Agendas for these meetings are comprehensively documented.

Santa Fe Trails' documentation of its safety meeting process includes:

- How often employee safety meetings are scheduled; The job functions and frontline transit worker representatives that are required or encouraged to attend meetings; How safety, security, operational, maintenance, customer service, incident, accident, near miss, and close-call topics are identified and selected for discussion; ;
- How identified concerns, recommendations, and corrective actions are documented and addressed; and
- How employee safety meetings provide frontline transit workers and their representatives with opportunities to participate in the Safety Management System (SMS), identify hazards, report safety concerns, recommend mitigations, review safety performance, and provide input into the development and updates of the Public Transportation Agency Safety Plan (PTASP).

Organization-Wide Communication of Safety Hazard and Safety Risk Information

A goal of safety risk management processes is to reduce safety risk for employees and customers. Safety-sensitive employees are always vulnerable to the consequences of safety hazards within the transit environment. Timely reporting to employees of newly identified safety hazards and the safety risks those hazards present can help reduce that vulnerability.

Santa Fe Trails has documented procedures for communicating hazards. The Accountable Executive and SMS Executive are responsible for making sure this communication takes place. The documentation of these procedures is on file in the SMS Executive's office.

Communication about Safety Risk Mitigations

Santa Fe Trails is committed to informing employees at every level of operations about the safety risk mitigations it is putting into effect. The reasons it provides this information are:

- it tells employees that the transit agency is doing all it can to reduce risk;
- it brings attention to employee roles and responsibilities that may be affected by new mitigations, and;
- informed employees are better situated to be a source of information on determining how well mitigations are working.

Santa Fe Trails has documented its procedures for communicating safety risk mitigations to employees along with who is responsible for making sure this communication takes place. The Accountable Executive and SMS Executive share responsibility for making sure that this communication takes place. This documentation is on file in the SMS Executive's office.

Organization-Wide Communication of Agency Safety Performance

Transit agencies implement SMS to help them continuously improve their safety performance. Communicating agency safety performance information promotes employee "buy-in" to SMS processes,

thus further improving the agency's overall safety performance.

Santa Fe Trails employees should have ownership of safety. To reinforce this ownership, Santa Fe Trails periodically communicates statistics on the agency's overall safety performance to all employees regardless of job function. This includes providing information on Santa Fe Trails' status related to achieving its safety performance targets.

Santa Fe Trails has documented how it communicates safety performance information throughout its organization. The Accountable Executive is responsible for taking the lead on this communication and making sure that it takes place. The documented procedures are on file in the SMS Executive's office.

Additional Information

Santa Fe Trails will maintain documents that describe the programs, policies, and procedures it uses to carry out its agency safety plan. It will also maintain documents not included or referenced elsewhere in this safety plan, related to the implementation of the transit agency's SMS, as well as results from SMS processes and activities.

These documents will be maintained for at least three years after their creation and made available upon request by the FTA, other federal entities, or NMDOT. The Accountable Executive and SMS Executive will be points of contact to provide Agency Safety Plan-related information to external agencies to ensure access to these documents.

Appendix A: Definitions

Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of an agency; responsibility for carrying out the transit agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the transit agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the transit agency's Transit Asset Management Plan in accordance with 49 U.S.C. 5326.

Assault on a transit worker means, as defined under 49 U.S.C. 5302, a circumstance in which an individual knowingly, without lawful authority or permission, and with intent to endanger the safety of any individual, or with a reckless disregard for the safety of human life, interferes with, disables, or incapacitates a transit worker while the transit worker is performing the duties of the transit worker.

CDC means the Centers for Disease Control and Prevention of the United States Department of Health and Human Services.

Direct Recipient means an entity that receives Federal financial assistance directly from the Federal Transit Administration.

Emergency means, as defined under 49 U.S.C. 5324, a natural disaster affecting a wide area (such as a flood, hurricane, tidal wave, earthquake, severe storm, or landslide) or a catastrophic failure from any external cause, as a result of which the Governor of a State has declared an emergency and the Secretary has concurred; or the President has declared a major disaster under section 401 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5170).

Equivalent Entity means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

FTA means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Injury means any harm to person(s) as a result of an event that requires immediate medical attention away from the scene.

Investigation means the process of determining the causal and contributing factors of a safety event, incident, or hazard, for the purpose of preventing recurrence and mitigating safety risk.

Joint labor-management process means a formal approach to discuss topics affecting transit workers and the public transportation system.

Large urbanized area provider means a recipient or subrecipient of financial assistance under 49 U.S.C.

5307 that serves an urban area with a population of 200,000 or more as determined by the most recent decennial Census.

National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. chapter 53.

Near-miss means a narrowly avoided safety event.

Operator of a public transportation system means a provider of public transportation.

Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Potential Consequence means the effect of a hazard.

Public transportation means, as defined under 49 U.S.C. 5302, regular, continuing shared-ride surface transportation services that are open to the general public or open to a segment of the general public defined by age, disability, or low income; and does not include:

- (1) Intercity passenger rail transportation provided by the entity described in 3 49 CFR part 673 Changes (April 2024) 49 U.S.C. chapter 243 (or a successor to such entity);
- (2) Intercity bus service;
- (3) Charter bus service;
- (4) School bus service;
- (5) Sightseeing service;
- (6) Courtesy shuttle service for patrons of one or more specific establishments; or
- (7) Intra-terminal or intra-facility shuttle services.

Public Transportation Agency Safety Plan means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Rail fixed guideway public transportation system means any fixed guideway system, or any such system in engineering or construction, that uses rail, is operated for public transportation, is within the jurisdiction of a State, and is not subject to the jurisdiction of the Federal Railroad Administration. These include but are not limited to rapid rail, heavy rail, light rail, monorail, trolley, inclined plane, funicular, and automated guideway.

Rail transit agency means any entity that provides services on a rail fixed guideway public transportation system.

Recipient means a State or local governmental authority, or any other operator of a public transportation system, that receives financial assistance under 49 U.S.C. chapter 53.

Roadway means land on which rail transit tracks and support infrastructure have been constructed to support the movement of rail transit vehicles, excluding station platforms.

Safety Assurance means processes within a transit agency's Safety Management System that functions to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit

agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information. 49 CFR part 673 Changes (April 2024)

Safety Committee means the formal joint labor-management committee on issues related to safety that is required by 49 U.S.C. 5329 and this part.

Safety event means an unexpected outcome resulting in injury or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities for the management of safety.

Safety Management System (SMS) means the formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risk.

Safety Management System (SMS) Executive means a Chief Safety Officer or an equivalent.

Safety performance target means a quantifiable level of performance or condition, expressed as a value for the measure, related to safety management activities, to be achieved within a specified time period.

Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety risk means the composite of predicted severity and likelihood of a potential consequence of a hazard.

Safety risk assessment (SRA) means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risk.

Safety risk management means a process within a transit agency's Public Transportation Agency Safety Plan for identifying hazards and analyzing, assessing, and the mitigating safety risk of their potential consequences.

Safety risk mitigation means a method or methods to eliminate or reduce the severity and/or likelihood of a potential consequence of a hazard.

Safety set-aside means the allocation of not less than 0.75 percent of assistance received by a large urbanized area provider under 49 U.S.C. 5307 to safety related projects eligible under 49 U.S.C. 5307.

Small public transportation provider means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service across all non-rail fixed route modes or in any one non-fixed route mode and does not operate a rail fixed guideway public transportation system.

State means a State of the United States, the District of Columbia, Puerto Rico, the Northern Mariana

Islands, Guam, American Samoa, and the Virgin Islands.

State of good repair means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and (k) and the regulations set forth in 49 CFR part 674.

Subrecipient means an entity that receives Federal transit grant funds indirectly through a State or a direct recipient.

Transit agency means an operator of a public transportation system. that is a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 or a rail transit agency.

Transit Asset Management Plan means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Transit worker means any employee, contractor, or volunteer working on behalf of the transit agency.

Urbanized area means, as defined under 49 U.S.C. 5302, an area encompassing a population of 50,000 or more that has been defined and designated in the most recent decennial census as an urban area by the Secretary of Commerce.

Appendix B: Acronyms and Abbreviations

Acronym or Abbreviation	Meaning
ADA	Americans with Disabilities Act
ASP	Agency Safety Plan
CFR	Code of Federal Regulations
CNG	Compressed Natural Gas
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
NMDOT	New Mexico Department of Transportation
MPO	Metropolitan Planning Organization
PTASP	Public Transportation Agency Safety Plan
SMPS	Safety Management Policy Statement
SMS	Safety Management System
SRM	Safety Risk Management
TAB	Transit Advisory Board
TAM	Transit Asset Management

Appendix C: City of Santa Fe ASP Approval Documentation

City Council Minutes link for the approval Santa Fe Trails Safety Plan

Appendix D: Certification Documentation

On _____, Santa Fe Trails provided an updated safety plan to ensure full compliance with Federal requirements. This update was sent to New Mexico Department of Transportation, Transit and Rail Division.

**Gabrielle N. Chavez,
Transit Director of Administration**

Appendix E: Santa Fe Trails Safety Risk Assessment Matrix

Risk Assessment Matrix				
SEVERITY LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Severity of the Consequence		
<i>Definition Category</i>	<i>Meaning</i>	<i>Value</i>
Catastrophic	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact that violates law or regulation, or monetary loss equal to or exceeding \$250,000.	1
Critical	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least one person, property damage exceeding \$25,000 but less than \$250,000, system shut down lasting between 10 minutes and 4 hours, or reversible significant environmental impact causing a violation of law or regulation.	2
Marginal	Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact without violation of law or regulation, or monetary loss up to \$25,000, or system shutdown of less than 10 minutes	3
Negligible	Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than \$25,000.	4

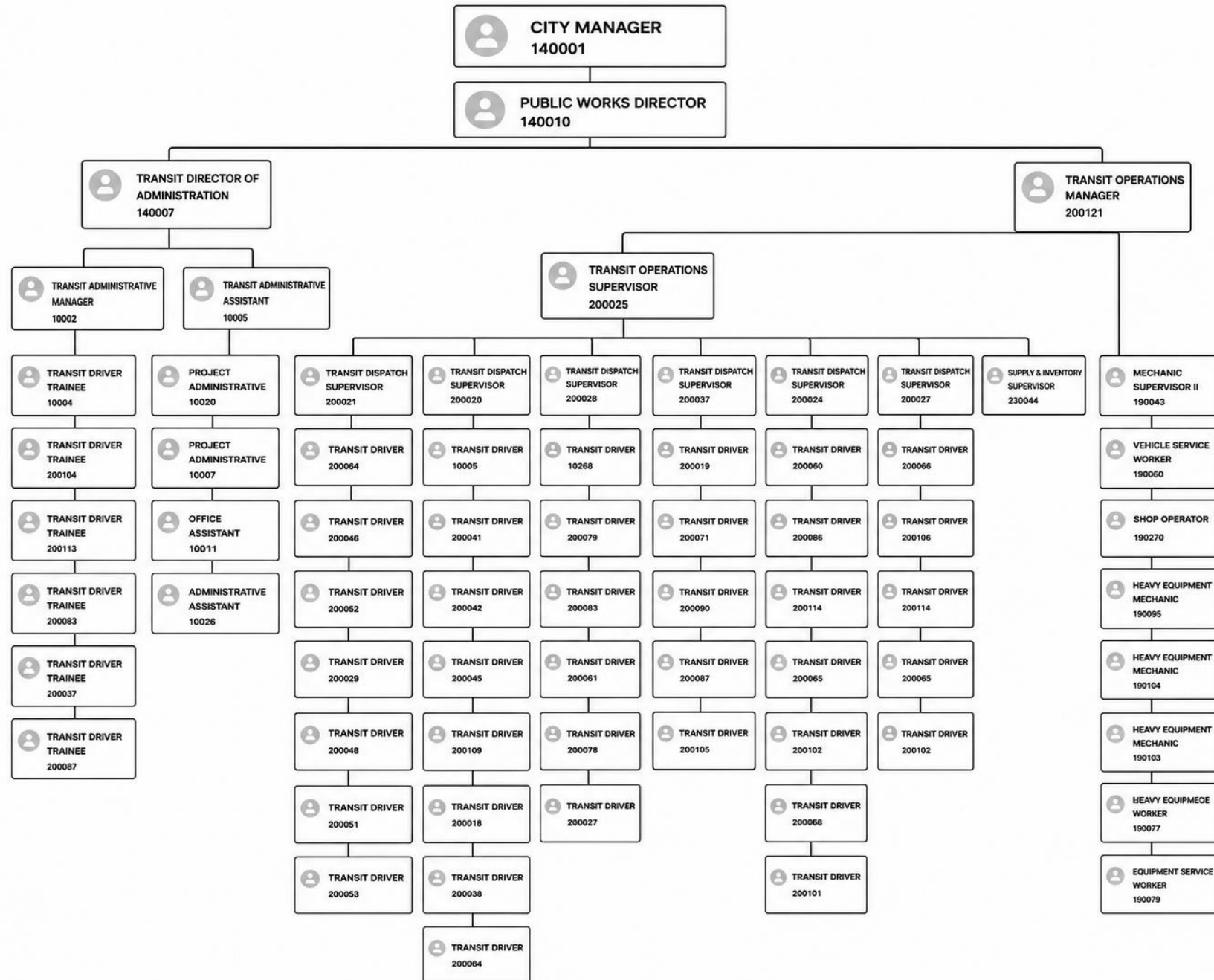
<i>Qualitative Definition</i>	<i>Meaning</i>	<i>Value</i>
Frequent	Likely to Occur Frequently - more than once per month	A
Probable	Likely to Occur less than once per month but more than once per year	B
Occasional	Likely to Occur less than once per year but more than once per decade	C
Remote	Very Unlikely to Occur - once in the life of the system	D
Improbable	Almost inconceivable that the event will occur in the life of the system	E

Safety Risk Levels

Risk Assessment Matrix Color Code

<i>"Tolerability" based on identified severity and likelihood.</i>	
	Unacceptable under the existing circumstances.
	Acceptable based upon mitigations; monitoring is necessary.
	Acceptable under existing circumstances; with senior management approval.

Appendix F: Santa Fe Trails Organizational Chart



FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Santa Fe Trails 2026 Updated Public Transit Agency Safety PlanSponsor(s): Councilor Paul Bustamante and Councilor Alma CastroReviewing Department(s): Public WorksStaff Completing FIR: Gabrielle Chavez Date: 6/26/2025 Phone: (505) 469-3405Reviewed by City Attorney: Marcos D. Martínez Date: 08/19/2026
Marcos D. Martínez (Aug 19, 2026 10:06:05 MDT)Reviewed by Finance Director:  Date: _____**Summary:**

The proposed resolution would approve the Santa Fe Trails Fiscal Year 2026 Public Transportation Agency Safety Plan ("PTASP"). The Santa Fe Trails PTASP is a requirement of the United States Department of Transportation, Federal Transit Administration ("FTA") for public transportation systems that receive federal funding under the FTA's Urbanized Area Formula Grant.

Departments Affected:Public Works Department.**Consequences of Not Enacting Legislation:**

If this legislation is not adopted, the City of Santa Fe, Santa Fe Trails, will violate the requirements adopted in 49 U.S.C. § 5329(d), the "Bipartisan Infrastructure Law". Under 49 U.S.C. § 5329(g), the Secretary of Transportation is authorized to take a range of enforcement actions against any recipient that does not comply with federal law with respect to the safety of its public transportation system 49 U.S.C.A. § 5329. These enforcement actions include: (1) issuing directives; (2) requiring more frequent oversight of the recipient by a State safety oversight agency or the Secretary; (3) imposing more frequent reporting requirements; (4) requiring that any federal financial assistance provided under Chapter 53 be spent on correcting safety deficiencies identified by the Secretary or the State safety oversight agency before such funds are spent on other projects; and (5) withholding not more than 25% of financial assistance under § 5307.

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

Resolution No. 2025-47 approved and updated the last version of the most recent version of the Santa Fe Trails Agency Safety Plan.

Performance and Administrative Implications:

Once approved by the Governing Body, staff will submit the PTASP to the FTA and the New Mexico Department of Transportation for approval.

Fiscal Implications:

None.

Fiscal Impact

 X Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Benefits*</u>							
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature: 
[Gabrielle Chavez \(Aug 19, 2026 10:10:36 MDT\)](#)
Email: gnchavez@santafenm.gov

Signature:
Email: jsburnett@santafenm.gov



THE CITY OF SANTA FE

MEMORANDUM

DATE: August 25, 2026

TO: Quality of Life Committee
Finance Committee
Governing Body

FROM: Scott Ouderkirk, Interim Fire Chief 
Mario Riso, Assistant Fire Chief 

SUBJECT: Acceptance of FY27 Fire Protection Fund

ITEM AND ISSUE:

Request for approval to accept the FY27 Fire Protection Fund allocation from the New Mexico Department of Homeland Security and Emergency Management (DHSEM) in the total amount of \$1,627,372.

Additionally, approval is requested for a Budget Amendment Resolution (BAR) to recognize and appropriate \$1,627,372 in Fire Protection Fund revenue within the Santa Fe Fire Department's (SFFD) FY27 budget.

BACKGROUND AND SUMMARY:

Each fiscal year, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) distributes Fire Protection Fund allocations to eligible fire departments on a biannual basis, based on revenues received into the State of New Mexico Fire Protection Fund.

For FY27, SFFD has been awarded a total allocation of \$1,627,372, to be distributed in two equal installments of \$813,686. The first installment was scheduled for distribution on August 15, 2026, and the second installment is scheduled for February 15, 2027.

Approval of the BAR is necessary to recognize and appropriate the full FY27 Fire Protection Fund allocation of \$1,627,372.00 in the Fire Department's FY27 budget.

ACTION REQUESTED:

The Santa Fe Fire Department respectfully requests the Public Works & Utilities Committee, Finance Committee, and Governing Body approve acceptance of the FY27 Fire Protection Fund allocation in the amount of \$1,627,372 and approve the associated Budget Amendment Resolution to recognize and appropriate these funds in SFFD's FY27 budget.

ATTACHMENTS:

1. NM DHSEM Award Notification Letter (dated June 12, 2025)
2. Budget Amendment Resolution (BAR)
3. Project Ledger



Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary

Ali Rye
State Director

Randy Varela
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

Monday, July 6, 2026

Remit To:

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

Ref: 1st Fiscal Year 2027 (FY 27) Fire Protection Fund Distribution for the SANTA FE FIRE DEPT. Fire Department.

The Department of Homeland Security will be distributing the Fire Protection Fund on a bi-annual basis for Fiscal Year 27.

NMFA payments, for outstanding department loans, are paid in full during the first funding allocation.

The bi-annual distribution dates for the Fire Protection Fund Fiscal year 2027 will be as follows:

- ***1st bi-annual allocation/distribution*** - On August 15th a 50% distribution of the total amount will be allocated to the municipality or district.
- ***2nd bi-annual allocation/distribution*** - On February 15th a 50% distribution of the total amount will be allocated to the municipality or district.

The Bi-Annual Allocation/Distribution is based on the revenue received into the state of New Mexico for the FY 27 Fire Protection Fund.

Fiscal Year 2027 1st bi-annual Fire Protection Fund allotment/distribution to your fire departments is enclosed in the amount of \$813,686.00

Please refer to the Table below for your complete FY27 Fire Protection Fund **First Allotment** amounts.

SANTA FE FIRE DEPT.

FY 27

First Bi-Annual Allotment

Fire Protection Fund Distribution

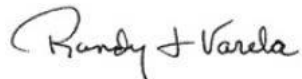
Fire Department	Total Distribution	NMFA Amount	Adjusted Total to Dept	Paid First Allotment August FY27 50% of Original Total to Department	Second Allotment February FY27 50% of Adjusted Total to Department
SANTA FE FIRE DEPT.	\$1,627,372.00	\$0.00	\$1,627,372.00	\$813,686.00	\$813,686.00

The amount allocated covers the period from July 1st 2026, through June 30th 2027, and shall be expended only for the maintenance of the fire department, the purchase, construction, repair and operation of its fire stations, fire apparatus and equipment, the payment of insurance premiums on fire stations, substations, fire apparatus and equipment, and insurance premiums for injuries or death of firefighters as otherwise provided by law. Such funds are to be expended at the direction of the Chief of each fire department in accordance with the provisions of the Public Purchases Act, the Fire Protection Fund Act, and the State Fire Marshal's Rules and Regulations to the Act.

**Please be reminded that during the 2017 regular legislative session, House Bill 4 was enacted (Laws 2017, Chapter 1). Section 8 of House Bill 4 created requirements that the State Fire Marshal must follow in making a determination and certification of needs pursuant to Section 59A-53-3 NMSA 1978 and distributions pursuant to Sections 59A-53-4 and 59A-53-5.1, which pertain to the Fire Protection Fund. Specifically, the bill required the State Fire Marshal to coordinate with the Department of Finance and Administration (DFA), the New Mexico Finance Authority, Office of the State Treasurer, the New Mexico Municipal League and the New Mexico Association of Counties, regarding a periodic allotment schedules.*

Please contact me if you have any questions or concerns, at 505-709-8150 or via email at randy.varela@dhsem.nm.gov.

Respectfully,

A handwritten signature in cursive script that reads "Randy Varela".

Randy Varela
State Fire Marshal

Cc: Mayor of SANTA FE FIRE DEPT.



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 08/20/2026

Project Title: FY27 DHSEM Fire Protection Fund

Project Type: ☐ CIP ☒ Grant ☒ Internal Tracking

Department: 200 - Fire Project Manager: Mario Risso Ext: 3112

Project Date Range: 07/01/2026 to 06/30/2027 ☒ Create Fixed Asset

Project ID: FIR2622110

Grant ID: S2712

Approved By: Erika Lujan 8/27/26

C K (Finance Use Only)

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: NM Public Regulation Com % of Funding: 100

MUNIS ORG: 2210181 MUNIS OBJ: 490285 Awarded Amount: \$1,627,372

Funding Source: _____ % of Funding: _____

MUNIS ORG: _____ MUNIS OBJ: _____ Awarded Amount: _____

Expense String Phase:

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - Design, Construction, etc. For Grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS ORGs and OBJs, optional)

Phase: See attached MUNIS ORG: 2210181 MUNIS OBJ: See attached

Grants Only (list all grants if applicable):

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____ ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): _____

(If grants please provide all grant award documents with form) ☒ Attached Grant Documentation



In

THE CITY OF SANTA FE

MEMORANDUM

DATE: August 25, 2026

TO: Andy Hopkins, Budget Officer

FROM: Mario Risso, Assistant Fire Chief 

VIA: Toniette Candelaria Martinez, Fiscal Administrator ^{TCM}

ITEM AND ISSUE:

Request for Approval of a Budget Amendment Resolution (BAR) to add \$1,627,372 from acceptance of grant awarded funds from the Department of Homeland Security And Emergency Management into Santa Fe Fire Department's (SFFD) FY27 budget.

Requesting BAR in the amount of \$1,627,372 from 2210181.490285 NM Public Regulation Comm to increase funds of:

- \$60,000 into 520100 Rep and Maint Build/Struct
- \$300,000 into 530200 Operating Supplies
- \$300,000 into 530300 Safety Supplies
- \$15,000 into 560200 Out of State Per Diem
- \$15,000 into 560250 In State Per Diem
- \$30,000 into 560500 Out of State Transportation
- \$50,000 into 560700 Registration
- \$255,195 into 570500 Equipment & Machinery >\$5K Non-Exempt
- \$102,177 into 570950 Vehicles < 1.5 Tons
- \$500,000 into 571000 Vehicles > 1.5 Tons

Please see below for a descriptive transfer of funds requested.

FROM LINE ITEMS:

- 2210181.490285 NM Public Regulation Comm (\$1,627,372)

TO LINE ITEMS:

- | | |
|--|-----------|
| • 2210181.520100 Rep and Maint Build/Struct | \$60,000 |
| • 2210181.530200 Operating Supplies | \$300,000 |
| • 2210181.530300 Safety Supplies | \$300,000 |
| • 2210181.560200 Out of State Per Diem | \$15,000 |
| • 2210181.560250 In State Per Diem | \$15,000 |
| • 2210181.560500 Out of State Transportation | \$30,000 |

- 2210181.560700 Registration \$50,000
- 2210181.570500 Equipment & Machinery >\$5K Non-Exempt \$255,195
- 2210181.570950 Vehicles < 1.5 Tons \$102,177
- 2210181.571000 Vehicles > 1.5 Tons \$500,000

ACTION REQUESTED:

SFFD respectfully requests your review and approval.

Log # {Finance use <i>only</i> }:	
Journal # {Finance use <i>only</i> }:	

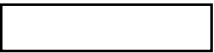
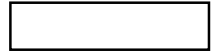
City of Santa Fe, New Mexico BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION NAME				DATE	
200 - Fire Department				8/25/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <i>positive</i> #}	{enter as <i>negative</i> #}
Rep and Maint Build/Struct	2210181	520100	FIR2622110-Rep and Maint Build/Struct	60,000	
Operating Supplies	2210181	530200	FIR2622110-Operating Supplies	300,000	
Safety Supplies	2210181	530300	FIR2622110-Safety Supplies	300,000	
Out of State Per Diem	2210181	560200	FIR2622110-Out of State Per Diem	15,000	
In State Per Diem	2210181	560250	FIR2622110-In State Per Diem	15,000	
Out of State Transportation	2210181	560500	FIR2622110-Out of State Transportation	30,000	
Registration	2210181	560700	FIR2622110-Registration	50,000	
Equipmnt & Machinery >\$5K NonExempt	2210181	570500	FIR2622110-Equipmnt & Machinery >\$5K NonExempt	255,195	
Vehicles < 1.5	2210181	570950	FIR2622110-Vehicles < 1.5	102,177	
Vehicles > 1.5	2210181	571000	FIR2622110-Vehicles > 1.5	500,000	
<u>REVENUES</u>				{enter as <i>negative</i> #}	{enter as <i>positive</i> #}
NM Public Regulation Comm	2210181	490285	FIR2622110-State-NM PRC	(1,627,372)	
				\$ -	\$ -

JUSTIFICATION: (use additional page if needed)
--Attach supporting documentation/memo

Increase 2210181 Fund by adding \$1,627,372 to Fire's FY27 budget

{Complete section below if BAR results in a net change to ANY Fund}	
Fund(s) Affected	Fund Balance Increase/(Decrease)
TOTAL:	0

TONIETTE CANDELARIA MARTINEZ		{Use this form for Finance Committee/ City Council agenda items ONLY}	
Toniette Candelaria Martinez	8/25/2026		
Prepared By {print name}	Date		
			
MARIO RISSO (Aug 28, 2026 08:23:46 MDT)			
Division Director Signature {optional}	Date		
			
SCOTT OUDERKIRK (Aug 28, 2026 08:31:31 MDT)			
Department Director Signature	Date		
		CITY COUNCIL APPROVAL	
		City Council Approval Date 	
		Agenda Item #: 	
		Budget Officer _____ Date _____	
		Finance Director {≤ \$5,000} _____ Date _____	
		City Manager {≤ \$60,000} _____ Date _____	

Account

Fund221EMRGSVC

Org2210181FIR SS SR

Object490285NM PRC

Project

Acct221-15-20-2100-181-00-000-490285-

Acct nameNM Public Regulation Comm

TypeRevenue

Rollup

Sub-Rollup

☐ MultiYr Fund

StatusActive

Account Notes

4 Year Comparison

History4 Year GraphHistory Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	-1,058,173.00		-1,058,173.00		-1,078,173.00		-1,500,000.00	
Transfers In	-522,980.00		.00		-150,000.00		.00	
Transfers Out	.00		.00		.00		.00	
Revised Budget	-1,581,153.00		-1,058,173.00		-1,228,173.00		-1,500,000.00	
Actual (Memo)	-1,604,119.90		-681,621.76		-1,403,562.83		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	22,966.90		-376,551.24		175,389.83		-1,500,000.00	
Percent used	101.45		64.41		114.28		.00	

Account

Fund221EMRG SVC

Org2210181FIR SS SR

Object520100R&M B/S

Project

Acct221-15-20-2100-181-00-000-520100-

Acct nameRep and Maint Build/Struct

TypeExpense

Rollup

Sub-Rollup

☐ MultiYr Fund

StatusActive

Account Notes

4 Year Comparison

Current YearHistory4 Year GraphHistory Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	7,424.00		75,012.00		75,012.00		60,000.00	
Transfers In	142,851.00		125,573.00		.00		.00	
Transfers Out	.00		-30,000.00		.00		.00	
Revised Budget	150,275.00		170,585.00		75,012.00		60,000.00	
Actual (Memo)	92,962.15		78,949.12		7,423.44		.00	
Encumbrances	7,908.40		.00		.00		.00	
Requisitions	.00						.00	
Available	49,404.45		91,635.88		67,588.56		60,000.00	
Percent used	67.12		46.28		9.90		.00	

Account

Fund221EMRGSVC

Org2210181FIR SS SR

Object530200Oper Spl

Project

Acct221-15-20-2100-181-00-000-530200-

Acct nameOperating Supplies

TypeExpense

Rollup

Sub-Rollup

StatusActive

MultiYr Fund

Account Notes

- 4 Year Comparison
- Current Year
- History
- 4 Year Graph
- History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	93,700.00		75,000.00		75,000.00		300,000.00	
Transfers In	378,815.00		72,877.00		141,647.00		.00	
Transfers Out	-79,348.00		.00		.00		.00	
Revised Budget	393,167.00		147,877.00		216,647.00		300,000.00	
Actual (Memo)	235,297.81		73,280.81		164,297.30		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	157,869.19		74,596.19		52,349.70		300,000.00	
Percent used	59.85		49.56		75.84		.00	

Account

Fund221EMRG SVC

Org2210181FIR SS SR

Object530300Safety Spl

Project

Acct221-15-20-2100-181-00-000-530300-

Acct nameSafety Supplies

TypeExpense

Rollup

Sub-Rollup

☐ MultiYr Fund

StatusActive

Account Notes

- 4 Year Comparison
- Current Year
- History
- 4 Year Graph
- History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	134,171.00		80,000.00		80,000.00		450,000.00	
Transfers In	261,490.00		.00		152,741.00		.00	
Transfers Out	.00		.00		-50,900.00		.00	
Revised Budget	395,661.00		80,000.00		181,841.00		450,000.00	
Actual (Memo)	143,075.64		82,858.91		161,312.92		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	252,585.36		-2,858.91		20,528.08		450,000.00	
Percent used	36.16		103.57		88.71		.00	

Account

Fund221EMRGSVC

Org2210181FIR SS SR

Object560200OS PerDiem

Project

...

Acct221-15-20-2100-181-00-000-560200-

Acct nameOut of State Per Diem

TypeExpense

Rollup

...

Sub-Rollup

...

☐ MultiYr Fund

StatusActive

Account Notes

4 Year Comparison

Current YearHistory4 Year GraphHistory Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	15,000.00		40,000.00		40,000.00		30,000.00	
Transfers In	46,656.00		34,965.00		41,530.00		.00	
Transfers Out	-20,000.00		-20,000.00		-41,530.00		.00	
Revised Budget	41,656.00		54,965.00		40,000.00		30,000.00	
Actual (Memo)	22,795.16		8,308.20		5,034.01		731.26	
Encumbrances	.00		.00		.00		182.82	
Requisitions	.00						.00	
Available	18,860.84		46,656.80		34,965.99		29,085.92	
Percent used	54.72		15.12		12.59		3.05	

Account

Fund221EMRGsvc

Org2210181FIR SS SR

Object560250IS PerDiem

Project

Acct221-15-20-2100-181-00-000-560250-

Acct nameIn State Per Diem

TypeExpense

Rollup

Sub-Rollup

☐ MultiYr Fund

StatusActive

Account Notes

4 Year Comparison

Current YearHistory4 Year GraphHistory Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	5,000.00		10,000.00		10,000.00		15,000.00	
Transfers In	28,702.00		6,373.00		16,597.00		.00	
Transfers Out	.00		.00		-16,597.00		.00	
Revised Budget	33,702.00		16,373.00		10,000.00		15,000.00	
Actual (Memo)	22,947.24		12,567.75		3,626.64		440.00	
Encumbrances	.00		.00		.00		2,252.50	
Requisitions	.00						.00	
Available	10,754.76		3,805.25		6,373.36		12,307.50	
Percent used	68.09		76.76		36.27		17.95	

Account

Fund221EMRG SVC

Org2210181FIR SS SR

Object560500OS Transp

Project

Acct221-15-20-2100-181-00-000-560500-

Acct nameOut of State Transportation

TypeExpense

Rollup

Sub-Rollup

☐ MultiYr Fund

StatusActive

Account Notes

4 Year Comparison

Current YearHistory4 Year GraphHistory Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	25,000.00		35,000.00		35,000.00		.00	
Transfers In	34,164.00		15,619.00		20,352.00		.00	
Transfers Out	-25,000.00		.00		-20,352.00		.00	
Revised Budget	34,164.00		50,619.00		35,000.00		.00	
Actual (Memo)	13,048.35		16,454.04		19,380.24		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	21,115.65		34,164.96		15,619.76		.00	
Percent used	38.19		32.51		55.37		.00	

Account

Fund221EMRGSVC

Org2210181FIR SS SR

Object560700Registratr

Project

Acct221-15-20-2100-181-00-000-560700-

Acct nameRegistration

TypeExpense

Rollup

Sub-Rollup

☐ MultiYr Fund

StatusActive

Account Notes

- 4 Year Comparison
- Current Year
- History
- 4 Year Graph
- History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	50,000.00		70,000.00		70,000.00		70,000.00	
Transfers In	44,804.00		20,000.00		31,524.00		.00	
Transfers Out	.00		.00		.00		.00	
Revised Budget	94,804.00		90,000.00		101,524.00		70,000.00	
Actual (Memo)	63,944.22		61,922.74		28,675.45		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	30,859.78		28,077.26		72,848.55		70,000.00	
Percent used	67.45		68.80		28.24		.00	

Account

Fund221EMRG SVC

Org2210181FIR SS SR

Object570500Eqp&MchnNE

Project

Acct221-15-20-2100-181-00-000-570500-

Acct nameEquipmnt & Machinery NonExempt

TypeExpense

Rollup

Sub-Rollup

StatusActive

Account Notes

☐ MultiYr Fund

	4 Year Comparison	Current Year	History	4 Year Graph	History Graph
Yr/Per 2026/13	Fiscal Year 2026	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2027	
Original Budget	.00	.00	.00	.00	
Transfers In	255,195.00	250,000.00	82,900.00	.00	
Transfers Out	-135,195.00	.00	.00	.00	
Revised Budget	120,000.00	250,000.00	82,900.00	.00	
Actual (Memo)	11,700.00	250,000.00	61,899.95	.00	
Encumbrances	14,247.00	.00	.00	.00	
Requisitions	.00			.00	
Available	94,053.00	.00	21,000.05	.00	
Percent used	21.62	100.00	74.67	.00	

Account

Fund

221

EMRG SVC

Org

2210181

FIR SS SR

Object

570950

Vhcl < 1.5

Project

Acct

221-15-20-2100-181-00-000-570950-

Acct name

Vehicles < 1.5 Tons

Account Notes

Type

Expense

Status

Active

Rollup

Sub-Rollup

☐ MultiYr Fund

4 Year Comparison

Current Year History 4 Year Graph History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	280,000.00		220,000.00		540,000.00		375,000.00	
Transfers In	144,605.00		268,000.00		83,823.00		.00	
Transfers Out	.00		.00		.00		.00	
Revised Budget	424,605.00		488,000.00		623,823.00		375,000.00	
Actual (Memo)	424,604.68		437,195.00		622,717.74		.00	
Encumbrances	.00		.00		.00		.00	
Requisitions	.00						.00	
Available	.32		50,805.00		1,105.26		375,000.00	
Percent used	100.00		89.59		99.82		.00	

Account

Fund

221

EMRG SVC

Org

2210181

FIR SS SR

Object

571000

Vhcl > 1.5

Project

Acct

221-15-20-2100-181-00-000-571000-

Acct name

Vehicles > 1.5 Tons

Account Notes

Type

Expense

Status

Active

Rollup

Sub-Rollup

☐ MultiYr Fund

- 4 Year Comparison
- Current Year
- History
- 4 Year Graph
- History Graph

Yr/Per 2026/13	Fiscal Year 2026		Fiscal Year 2025		Fiscal Year 2024		Fiscal Year 2027	
Original Budget	380,000.00		320,000.00		.00		500,000.00	
Transfers In	2,909,543.00		.00		.00		.00	
Transfers Out	-348,995.00		.00		.00		.00	
Revised Budget	2,940,548.00		320,000.00		.00		500,000.00	
Actual (Memo)	1,235,238.00		.00		.00		.00	
Encumbrances	1,670,000.00		.00		.00		.00	
Requisitions	.00						.00	
Available	35,310.00		320,000.00		.00		500,000.00	
Percent used	98.80		.00		.00		.00	

Memo packet with PL and BAR -Acceptance of FY27 DHSEM Fire Protection Fund 08282026

Final Audit Report

2026-08-28

Created:	2026-08-28
By:	TONIETTE CANDELARIA MARTINEZ (tocandelariamartinez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsUI7imawnbkbtPXm6LB7bykiUeK6476
Documents:	Memo packet with PL and BAR -Acceptance of FY27 DHSEM Fire Protection Fund 08282026.pdf (20 pages)
Number of Documents:	1
Document page count:	20
Number of supporting files:	0
Supporting files page count:	0

"Memo packet with PL and BAR -Acceptance of FY27 DHSEM Fire Protection Fund 08282026" History

-  Document created by TONIETTE CANDELARIA MARTINEZ (tocandelariamartinez@santafenm.gov)
2026-08-28 - 2:18:54 PM GMT- IP address: 63.232.20.129
-  Document emailed to MARIO RISSO (mdrisso@santafenm.gov) for signature
2026-08-28 - 2:21:26 PM GMT
-  Email viewed by MARIO RISSO (mdrisso@santafenm.gov)
2026-08-28 - 2:23:11 PM GMT- IP address: 107.126.30.30
-  Document e-signed by MARIO RISSO (mdrisso@santafenm.gov)
Signature Date: 2026-08-28 - 2:23:46 PM GMT - Time Source: server- IP address: 107.126.30.30 - Signature Appearance Selected: MOBILE_DRAW
-  Document emailed to SCOTT OUDERKIRK (slouderkirk@santafenm.gov) for signature
2026-08-28 - 2:23:48 PM GMT
-  Email viewed by SCOTT OUDERKIRK (slouderkirk@santafenm.gov)
2026-08-28 - 2:30:49 PM GMT- IP address: 104.47.64.254
-  Document e-signed by SCOTT OUDERKIRK (slouderkirk@santafenm.gov)
Signature Date: 2026-08-28 - 2:31:31 PM GMT - Time Source: server- IP address: 63.232.20.129 - Signature Appearance Selected: DRAW

✔ Agreement completed.

2026-08-28 - 2:31:31 PM GMT