



Agenda

Regular Meeting of the Finance
Committee
September 8, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Finance 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. Public Comment
6. Presentations
7. Action Items: Consent Agenda
 - a. Request for Approval of the August 24, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

Committee Review:

Finance Committee: 09/08/2026

- b. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$1,000,000 from the 1/2% Capital GRT Fund to FY27 Services Contracts to Support City Enterprise Systems. (Eric Candelaria, ITT Department Director; edcandelaria@santafenm.gov)

Committee Review:

Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- c. Request for Approval of a Local Government Road Fund (LGRF) Cooperative Agreement (HW2L500665) with the New Mexico Department of Transportation (NMDOT) in the Total Amount of \$423,475 for the Reconstruction of Henry Lynch Road Between Rufina Street and Agua Fria Street. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$423,475 using \$317,606 NMDOT Funding and \$105,869 in City Road Impact Fees for the Reconstruction of Henry Lynch Road.

Committee Review:

Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- d. Request for Approval of Municipal Arterial Program Cooperative Agreement (HW2L500689) with the New Mexico Department of Transportation (NMDOT) in the Total Amount of \$285,668 for the Reconstruction of Henry Lynch Road Between Rufina Street and Agua Fria Street. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

1. Request for the Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$285,668 using \$214,251 from NMDOT Funding and \$71,417 in City Road Impact Fees for the Reconstruction of Henry Lynch Road.

Committee Review:

Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- e. Request for Approval of Amendment No. 2 to Item #24-0526 Cooperative Project Agreement, Construction Work with New Mexico Department of Transportation to Extend the Term through September 30, 2028, to Complete the Construction of S100370 Agua Fria - Cottonwood Roundabout Project. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/31/2026
Finance Committee: 09/08/2026
Governing Body: 09/09/2026

- f. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$2,215,000 from the Water Enterprise Cash Fund to the Water WIP Design for On-Call Engineering Services for AECOM Technical Services.

(John Del Mar, Water Division Engineering Supervisor;
jpdelmar@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/31/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- g. Request for Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$800,000 to Increase Airport Grants and Services Using Lodgers Tax. (John Dickinson, Airport Director; jxdickinson@santafenm.gov and Kelly Bynon, Administrative Manager; kabynon@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/31/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- h. 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: 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 \$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

- j. Request for Approval of a Budget Adjustment Request (BAR) in the Total 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

- k. Request for Approval of a Budget Adjustment Request (BAR) to Re-Appropriate Funding from FY26 to FY27 in the Total 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

- I. Request for Approval of a Budget Adjustment Request (BAR) in the Total 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

- m. 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

- n. 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 Non Exempt Accounts.

Committee Review:

Quality of Life Committee: 09/02/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- o. 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. (Faviola A. Chavez, Affordable Housing Director; fachavez@santafenm.gov)

Committee Review:

Quality of Life Committee: 09/02/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- p. 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

- q. 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 Adjustment Request (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

- r. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Jamie Cassutt and Mayor Michael Garcia)
A Resolution Approving the City of Santa Fe's Participation in the New Mexico Department of Transportation's Local Government Road Fund Program for the Henry Lynch Road Reconstruction Project by Entering into Cooperative Grant Agreement, Control Number L500665. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:

Governing Body (Introduced): 08/26/2026

Public Works and Utilities Committee: 08/31/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- s. CONSIDERATION OF RESOLUTION NO. 2026-____. (Councilor Jamie Cassutt)
A Resolution Approving the City of Santa Fe's Participation in the New Mexico Department of Transportation's Local Government Road Fund for the Henry Lynch Road Reconstruction Project, Control No. L500689. (Romella Glorioso-Moss, Complete Streets Capital Projects Manager; rsglorioso-moss@santafenm.gov)

Committee Review:

Governing Body (Introduced): 08/26/2026

Public Works and Utilities Committee: 08/31/2026

Finance Committee: 09/08/2026

Governing Body: 09/09/2026

- 8. Action Items: Discussion Agenda
- 9. Matters from Staff
- 10. Matters from the Committee
- 11. Matters from the Chair
- 12. Next Meeting: Monday, September 28, 2026
- 13. 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.

**Regular Meeting of the Finance Committee
August 24, 2026 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue
MINUTES**

1. Call to Order

The Regular Meeting of the Finance Committee was called to order by Councilor Faulkner at 5:02 PM, on Monday, August 24, 2026, in the Council Chambers, City Hall, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. Roll Call

MEMBERS PRESENT

Councilor Jamie Cassutt
Councilor Pilar Faulkner
Councilor Lee Garcia
Councilor Paul Bustamante

MEMBERS EXCUSED

Councilor Alma Castro

OTHER PARTICIPANTS ATTENDING

Monica F. Maestas, Finance Department Director
Andrea K. Phillips, Deputy City Manager
Erminia M. Tapia, Business Operations Manager
Destiny C. Duran, Administrative Manager

3. Approval of Agenda

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a roll call vote.

4. Approval of Consent Agenda

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Bustamante, to Amend.

VOTE The motion Passed on a roll call vote.

Motion to move Item 7n to be heard prior to the Presentation section.

MOTION A motion was made by Councilor Cassutt, seconded by Councilor Garcia, to Amend.

VOTE The motion Passed on a roll call vote.

Item 7n pulled for Discussion.

5. Public Comment

6. Presentations

- a. Fiscal Year 2026 Internal Audit Projects Status Update. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Halie Garcia, Baker Tilly; Halie.Garcia@bakertilly.com)
- b. Review of Fiscal Year 2026 Internal Audit Project: Recruitment Process. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Annie Rose Favreau, Baker Tilly; annierose.favreau@bakertilly.com)

Councilor Cassutt departed at 5:46 PM.

7. Action Items: Consent Agenda

- a. Request for Approval of the August 10, 2026, Finance Committee Meeting Minutes. (Erminia M. Tapia, Business Operations Manager; emtapia@santafenm.gov)

Committee Review:

Finance Committee: 08/24/2026

Approved on Consent.

- b. Request for Approval of Capital Outlay Grant Agreement with the New Mexico Department of Finance and Administration Project 25-J2492-1 for Improvements to Siringo Road Between St. Francis and Boltuph Road in the Total Amount of \$800,000 with a Reversion Date of June 30, 2028. (Marcos Esquibel, Interim Streets Director; mpesquibel@santafenm.gov)

1. Request for Approval of a Budget Adjustment Request (BAR) to Allocate \$800,000 from the 2025 Capital Appropriation to FY26 Revenue and WIP Construction.

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- c. Request for Approval of Public Announcement: Midtown Real Property for Sale or Lease Pursuant to Resolution 2021-16 Regarding Parcel K-1b, Property at Midtown Site Available for Sale or Lease to Facilitate a Low-Income Housing Tax Credit Project, (LIHTC) via Consultant Jones Lang LaSalle. (Carly Venditti, Deputy Director, Economic Development; cavenditti@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- d. Request for Approval of a Budget Adjustment Request (BAR) in the Amount of \$425,795 from FY26 Available Funds from the Marty Sanchez Links de Santa Fe Operating Agreement Appropriations to Service Contracts for the Replacement of the Clubhouse Roof and HVAC Systems at Marty Sanchez Links de Santa Fe. (Phillip Lujan, Municipal Recreation Complex Business Manager; pmlujan@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- e. Request for Approval of a Construction Contract with Cassidy's Landscaping Inc. for On-Call Landscape Management Services in the Total Amount of \$4,000,000 for a Four-Year Term. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- f. Request for Approval of a Construction Contract with High Desert Landscape Maintenance for On-Call Landscape Management Services in the Total Amount of \$4,000,000 for a Four-Year Term. (Scott Overlie, Parks and Open Space Project Manager III; saoverlie@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- g. Request for Approval to Purchase Two Kenworth L770 Single-Axle Chassis with InLand Kenworth US, Inc. In the Total Amount of \$387,688 through May 12, 2028. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- h. Request for Approval to Purchase Five, Twenty-Seven-Yard Labrie Automizer Side-Load Packing Bodies from Reliance Environmental Truck Sales, LLC (dba), Reliance Truck and Equipment, In the Total Amount of \$1,318,485 through November 30, 2026. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- i. Request for Approval to Purchase Two, Fifteen-Yard, Labrie Automizer Side-Load Packing Bodies from Reliance Environmental Truck and Equipment Sales, LLC (dba), In the Total Amount of \$517,778 through November 30, 2026. (Martin Valdez, Fleet Manager, Environmental Services Division; mjvaldez@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- j. Request for Approval of Amendment No.1 to the New Mexico Department of Transportation Aviation Division Grant #SAF-25-02 for a Change of Purpose to Utilize this Grant Funding for Pavement Rehab to Runways 15/33 and 2/20, and an Extension of Time to December 31, 2027. (John Dickinson, Airport Director; jxdickinson@santafenm.gov, Paulette Ortiz, Grants Administrator; pkortiz@santafenm.gov)

Committee Review:

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- k. 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. (Margaret M. Neill, Library Division Director, mmneil@santafenm.gov)

Committee Review:

Quality of Life Committee: 08/19/2026

Finance Committee: 08/24/2026

Governing Body: 09/09/2026

Approved on Consent.

- I. 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. (Tom Miller, Recreation Division Director; temiller@santafenm.gov)

Committee Review:

Quality of Life Committee: 08/19/2026

Finance Committee: 08/24/2026

Governing Body: 09/09/2026

Approved on Consent.

- m. Request for Approval to Purchase Five Kenworth L770 Double-Axle Chassis from Inland Kenworth US, Inc. In the Total Amount of \$1,119,655 through May 28, 2028. (Martin Valdez, Fleet Manager, Environmental Services Department; mjvaldez@santafenm.gov)

Committee Review

Public Works and Utilities Committee: 08/17/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

Approved on Consent.

- n. CONSIDERATION OF RESOLUTION NO. 2026-___. (Mayor Michael Garcia, Councilor Paul Bustamante, Councilor Pilar Faulkner)
A Resolution Suspending the Annual Fishing Derby in Santa Fe River; Approving a Children's Fishing Derby Event on City Property in Nichols Reservoir on September 26th, 2026; and Directing the City Manager and Designated City Staff to Take the Necessary Steps to Organize the Event. (Xavier Martinez, Constituent Services Manager; xbmartinez@santafenm.gov)

Committee Review:

Governing Body (Introduction): 08/12/2026

Public Works and Utilities Committee: 08/17/2026

Quality of Life Committee: 08/19/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

MOTION A motion was made by Councilor Bustamante, seconded by Councilor Garcia, to Approve.

VOTE The motion Passed on a roll call vote.

- o. CONSIDERATION OF BILL NO. 2026-13. ADOPTION OF ORDINANCE NO. 2026-____. (Councilor Alma Castro and Councilor Paul Bustamante)
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. (Geraldyn Cardenas, City Clerk; gfcardenas@santafenm.gov)

Committee Review:

Governing Body (Introduction): 07/29/2026

Governing Body (Public Comment): 08/12/2026

Quality of Life Committee: 08/19/2026

Finance Committee: 08/24/2026

Governing Body: 09/09/2026

Approved on Consent.

8. Action Items: Discussion Agenda

- a. Request for Approval of the Fiscal Year 2027 Internal Audit Plan. (Andrea K. Phillips, Deputy City Manager; akphillips@santafenm.gov and Halie Garcia, Baker Tilly; halie.garcia@bakertilly.com)

Committee Review:

Audit Committee: 07/28/2026

Finance Committee: 08/24/2026

Governing Body: 08/26/2026

MOTION A motion was made by Councilor Garcia, seconded by Councilor Faulkner, to Approve.

VOTE The motion Passed on a roll call vote.

9. Public Hearing

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Garcia, to Deny Plaintiffs Request to Postpone Hearing.

VOTE The motion Passed on a roll call vote.

MOTION A motion was made by Councilor Garcia, seconded by Councilor Bustamante, to Issue Cease-and-Desist Order to Close Betty Nugz Cannabis located at 1228 Parkway Drive, Suite D, Santa Fe, NM.

VOTE The motion Passed on a voice vote.

- a. Request for Issuance of a Cease-and-Desist Order to Close Betty Nugz Cannabis, Located at 1228 Parkway Drive, Suite D, Green Light Multifactor LLC, Francisco Romero, Owner, (505) 394-1599. Code Enforcement Case# 2026-006062, Violations of Santa Fe City Code Section 18-1.4(A) and Section 14-5.3(G)(4)(V). (Maggie Moore, Assistant Land Use Director, mrmoores@santafenm.gov)

10. Matters from Staff

11. Matters from the Committee

12. Matters from the Chair

13. Next Meeting: Tuesday, September 8, 2026

14. Adjourn

Meeting Adjourned at 6:45PM

ERMINIA TAPIA

Liaison

Chair



To: Governing Body

From: Leonard I Romero, ITT Procurement Coordinator *Leonard I Romero*

CC: Kayla Conner, ITT Business Ops Manager *Kayla Conner*

Date: August 26, 2026

Re: Request for BAR

BACKGROUND:

We were notified of anticipated necessary funding for the ITT Enterprise Resource Planning (ERP) project and are requesting approval of a BAR to appropriate and move funds, allowing us to utilize the funding as needed for FY27 project expenses, including MUNIS/EnerGov support, project management consulting, and legacy system support.

3253950-510310 (Service Contracts) \$1,000,000.00

ACTION:

Approval of BAR

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 ITT - Project Management	DATE 8/24/2026
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ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
1/2% Capital GRT Fund / Capital Transfer to ERP CIP	3653501	760325		1,000,000	
Service Contracts	3253950	510310		1,000,000	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
ERP CIP / Capital Transfer from 1/2% Capital GRT Fund	3253950	660365		(1,000,000)	
to ITT ERP SVC CNTR					

JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo	1,000,000.00	\$ -
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Appropriation of anticipated necessary funding for the ITT Enterprise Resource Planning (ERP) project for FY27, including	{Complete section below if BAR results in a net change to ANY Fund} <table border="1" style="width: 100%;"><tr><td>Fund(s) Affected</td><td>Fund Balance Increase/(Decrease)</td></tr><tr><td>365</td><td>(1,000,000)</td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td>TOTAL:</td><td>(1,000,000)</td></tr></table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	365	(1,000,000)					TOTAL:	(1,000,000)
Fund(s) Affected		Fund Balance Increase/(Decrease)									
365		(1,000,000)									
TOTAL:	(1,000,000)										
MUNIS/Energov support, project management consulting and legacy system support											

Kayla M Conner <i>Kayla Conner</i>	7/27/2026	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins	08/25/2026
Prepared By {print name}	Date	CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #: 	Budget Officer	Date
			<i>Monica</i>	08/26/2026
Division Director Signature {optional}	Date		Finance Director {≤ \$5,000}	Date
<i>EQ</i>	08/25/2026		<i>BRIAN MOGA</i>	08/26/2026
Eric Candelaria (Aug 25, 2026 10:36:01 MDT)			City Manager {≤ \$60,000}	Date
Department Director Signature	Date			

Copy of MUNIS BAR Form - ITT ERP FY27

Final Audit Report

2026-08-26

Created:	2026-08-25
By:	Kayla Conner (kmconner@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-KVDcK_NC2wsG1Fzt_ypX1VMdY03DdP
Documents:	Copy of MUNIS BAR Form - ITT ERP FY27.xls (1 page)
Number of Documents:	1
Document page count:	1
Number of supporting files:	0
Supporting files page count:	0

"Copy of MUNIS BAR Form - ITT ERP FY27" History

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Service Contracts BAR

Final Audit Report

2026-08-26

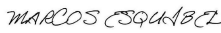
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By:	Leonard Romero (liromero@santafenm.gov)
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Documents:	MEMO T BARS.pdf (4 pages)
Number of Documents:	1
Document page count:	4
Number of supporting files:	0
Supporting files page count:	0

"Service Contracts BAR" History

-  Document created by Leonard Romero (liromero@santafenm.gov)
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-  Document emailed to Kayla Conner (kmconner@santafenm.gov) for signature
2026-08-26 - 8:02:12 PM GMT
-  Email viewed by Kayla Conner (kmconner@santafenm.gov)
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-  Document e-signed by Kayla Conner (kmconner@santafenm.gov)
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-  Agreement completed.
2026-08-26 - 8:06:19 PM GMT

Date: August 25, 2026

To: Governing Body, Public Works and Utility Committee, Finance Committee

Via: 
JOHN BURNETT (Aug 28, 2026 10:10:12 MDT)
Sam Burnett, Public Works Department Director
Marcos Esquibel, Acting Complete Streets Division Director 
Carol Swenson, Public Works Department Business Operations Manager 
YVONNE SWENSON (Aug 28, 2026 09:41:25 MDT)

From: Romella Glorioso-Moss, PhD, AICP, CPM Capital Projects Manager  RGM

RE: Local Government Road Fund Cooperative Agreement HW2L500665

ITEM AND ISSUE:

Request for Approval of a Local Government Road Fund (LGRF) Cooperative Agreement (HW2L500665) with the New Mexico Department of Transportation (NMDOT) in the Total Amount of \$423,475 for the Reconstruction of Henry Lynch Road Between Rufina Street and Agua Fria Street. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for the Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$423,475 using \$317,606 NMDOT Funding and \$105,869 in City Road Impact Fees for the Reconstruction of Henry Lynch Road. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

The City seeks approval to enter into a Local Government Road Fund (LGRF) Cooperative Agreement with the New Mexico Department of Transportation (NMDOT), Control No. HW2L500665, to receive state funding for roadway improvements on Henry Lynch Road between Rufina Street and Agua Fria Street. Under the Agreement, NMDOT will provide 75% of the estimated project cost, or \$317,606, and the City will provide the required 25% local match of \$105,869, for a total estimated project cost of \$423,475. The Agreement is authorized pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44.

Henry Lynch Road is an important collector roadway connecting residential neighborhoods, commercial areas, and employment centers in western Santa Fe. The existing roadway lacks critical multimodal infrastructure, including continuous sidewalks, dedicated bicycle facilities, adequate drainage, and modern intersection improvements. Increasing traffic volumes associated with continued development in the surrounding area have further highlighted the need for a safer, more accessible, and more efficient transportation corridor.

The project includes the following improvements:

- Construction of two 10-foot travel lanes;
- Construction of ADA-compliant sidewalks on both sides of the roadway;
- Construction of separated bicycle lanes;
- Installation of curb and gutter;
- Stormwater drainage improvements to reduce flooding and improve roadway resilience; and
- Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The project supports the City's Complete Streets policies by improving accessibility and providing safer accommodations for all roadway users. It also advances the City's transportation, safety, and sustainability goals by creating a multimodal corridor that supports walking, bicycling, transit access, and efficient vehicular travel. Overall, the project will improve safety, mobility, drainage, and connectivity along an important transportation corridor in western Santa Fe.

The funding source is: NM Department of Transportation HW2L500665

Fund Name/Number: CIP/Fund 490150

Munis Org Name/Number: CIP ORG/3309980

Munis Expenditure Object Name/Number: WIP Construction/572970

Munis Revenue Object Name/Number: NM DOT/490150

Project Ledger Number: ST 193300D

Attachments:

LGRF Cooperative Agreement

Project Ledger

BAR

Contract No.	
Vendor No.	0000054360
Control No.	HW2L500665

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500665, and the Public Entity’s resolution attached as **Exhibit C**. See:

Construction of two 10-foot travel lanes installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes, installation of curb and gutter, drainage storm water drainage improvements. Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Four Hundred Twenty Three Thousand Four Hundred Seventy Five Dollars and No Cents (\$423,475)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$317,606	\$105,869	\$423,475
For the purpose stated above in Section 1.			
Total Project Cost \$423,475			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost** form.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost** form and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

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 is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Santa Fe

By: _____

Date: _____

Title: _____

Attest: _____
City of Santa Fe Clerk or Designee

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

KEVIN L. NAULT
KEVIN L. NAULT (Aug 7, 2026 09:50:12 MDT)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas
MONICA MAESTAS, FINANCE DIRECTOR

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]

EXHIBIT C
City of Santa Fe RESOLUTION

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$423,475** to be funded in proportional share by the parties hereto as follows:

CN L500665 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes to provide dedicated bicycle facilities, ins	\$317,606	\$105,869	\$423,475

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **\$423,475**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2027** and the **City of Santa Fe** 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 the written agreement.
- c. The agent of the **City of Santa Fe**, _____ (name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500665** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Reconstruction of Henry Lynch Road (Phase A) between La Paz Lane and Agua Fria Street - Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes to provide dedicated bicycle facilities, ins** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE _____

(PRINTED NAME, POSITION)

DATE _____

(PRINTED NAME, POSITION)

DATE _____

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 Public Works / Complete Streets					DATE 8/27/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
WIP CONSTRUCTION	3309980	572970	ST193300D	\$ 423,475		
CAPITAL TRANSFER OUT TO 330 CIP STREETS	2320471	760330		\$ 105,869		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
NMDOT	3309980	490150	ST183300D	\$ (317,606)		
CAPITAL TRANSFER IN FROM 232 IMPACT FEES	3309980	660232		\$ (105,869)		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 105,869	\$ -	

Local Government Road Fund Cooperative Agreement obligates NMDOT to contribute \$317,606 toward reconstruction of Henry Lynch Road. The City must contribute \$105,869 from Road Impact Fees.		{Complete section below if BAR results in a net change to ANY Fund} <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> <tr> <td style="text-align: center;">330</td> <td style="text-align: right;">105,869</td> </tr> <tr> <td style="text-align: center;">232</td> <td style="text-align: right;">(105,869)</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">0</td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	330	105,869	232	(105,869)			TOTAL:	0
Fund(s) Affected	Fund Balance Increase/(Decrease)											
330	105,869											
232	(105,869)											
TOTAL:	0											

Romella Glorioso-Moss Prepared By {print name}	Date	{Use this form for Finance Committee/ City Council agenda items ONLY}	Andrew J. Hopkins Budget Officer	Date
MARCOS ESQUILBEL Division Director Signature {optional}	Date	CITY COUNCIL APPROVAL City Council Approval Date	Finance Director {≤ \$5,000}	Date
 JOHN BURNETT (Aug 28, 2026 10:10:12 MDT) Department Director Signature	Date	Agenda Item #:	City Manager {≤ \$60,000}	Date



City of Santa Fe New Mexico

Finance Department



Project Ledger Request Form

8/21/26

Date of Request: 08/07/2026 PG 2 OF 2

Project Title: Henry Lynch Rd Reconstruction & Roundabout

Project Type: ☐ CIP ☒ Grant ☐ Internal Tracking

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: 6623

Project Date Range: 09-30-2026 to 12-31-2027 ☒ Create Fixed Asset

Project ID: ST193300D

Grant ID: S2709

Approved By: ERIKA LUJAN
ERIKA LUJAN (Aug 23, 2026 07:03:44 MDT)

CMT (Finance Use Only)

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

Funding Source: NMDOT HW2L500665 % of Funding: 75

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: \$317,606

Funding Source: Road Impact Fees Fund % of Funding: 25

MUNIS ORG: 3309980 MUNIS OBJ: 660232 Awarded Amount: \$105,869

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: Construction MUNIS ORG: 3309980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDOT L500665 Awarded Amount: 317606.00

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 70007 Federal CFDA (if applicable): N/A

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

GB NMDOT COOPERATIVE AGREEMENT HENRY LYNCH RD HW2L500665 & BAR signed

Final Audit Report

2026-09-01

Created:	2026-09-01
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAyfbnfmuaHBAMigtQiUOQejVgMy0I2bzS
Documents:	GB NMDOT COOPERATIVE AGREEMENT HENRY LYNCH RD HW2L500665 & BAR signed.pdf (15 pages)
Number of Documents:	1
Document page count:	15
Number of supporting files:	0
Supporting files page count:	0

"GB NMDOT COOPERATIVE AGREEMENT HENRY LYNCH R D HW2L500665 & BAR signed" History

-  Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
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-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-09-01 - 6:17:11 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-09-01 - 6:53:13 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
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-  Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature
2026-09-01 - 6:54:05 PM GMT
-  Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
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-  Agreement completed.
2026-09-01 - 9:16:30 PM GMT



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Adobe
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Date: August 25, 2026

To: Governing Body, Public Works and Utility Committee, Finance Committee

Via: 
JOHN BURNETT (Aug 28, 2026 10:09:19 MDT)
Sam Burnett, Public Works Department Director
Marcos Esquibel, Acting Complete Streets Division Director *MARCOS ESQUIBEL*
Carol Swenson, Public Works Department Business Operations Manager *CS*
YVONNE SWENSON (Aug 28, 2026 09:42:28 MDT)

From: Romella Glorioso-Moss, PhD, AICP, CPM Capital Projects Manager *RGM*

RE: Municipal Arterial Program Cooperative Agreement HW2L500689

ITEM AND ISSUE:

Request for Approval of a Municipal Arterial Program Cooperative Agreement (HW2L500689) with the New Mexico Department of Transportation (NMDOT) in the Total Amount of \$285,668 for the Reconstruction of Henry Lynch Road Between Rufina Street and Agua Fria Street. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

Request for the Approval of a Budget Adjustment Request (BAR) in the Total Amount of \$285,668 using \$214,251 NMDOT Funding and \$71,417 in City Road Impact Fees for the Reconstruction of Henry Lynch Road. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

The City seeks approval to enter into a Municipal Arterial Program (MAP) Cooperative Agreement with the New Mexico Department of Transportation (NMDOT), Control No. HW2L500689, to receive state funding for roadway improvements on Henry Lynch Road between Rufina Street and Agua Fria Street.

Under the Agreement, NMDOT will provide 75% of the project funding, in the amount of \$214,251, and the City will provide the required 25% local match of \$71,417, for a total MAP award of \$285,668. The Agreement is authorized pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44.

The Agreement is effective through June 30, 2028. Section 1 of the Agreement provides that MAP funds may be used for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage, and miscellaneous improvements.

Henry Lynch Road is located within both City and County jurisdictions. The City has jurisdiction over the segment from Rufina Street to Wolford Lane, while Santa Fe County has jurisdiction over the segment from Wolford Lane to Agua Fria Street. To facilitate implementation of the overall project, the City and County have approved separate Memoranda

of Agreement addressing engineering design and construction. These agreements establish the City of Santa Fe as the lead agency for design and construction activities, including the pursuit and administration of funding applications.

The City has actively pursued multiple funding sources to support the reconstruction of Henry Lynch Road. The MAP funding provided through this Agreement represents one component of the City's overall funding strategy for this important transportation improvement project.

The overall Henry Lynch Road project is anticipated to include the following improvements:

- Construction of two 10-foot travel lanes;
- Construction of ADA-compliant sidewalks on both sides of the roadway;
- Construction of separated bicycle lanes;
- Installation of curb and gutter;
- Stormwater drainage improvements to reduce flooding and improve roadway resilience; and
- Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The estimated construction cost for the overall project is approximately \$15 million. The MAP award of \$285,668 will provide a portion of the funding needed to advance these improvements.

The proposed improvements support the City's Complete Streets policies by improving safety, accessibility, drainage, and multimodal connectivity for all roadway users. Acceptance of the MAP Cooperative Agreement will provide additional state funding to advance the reconstruction of Henry Lynch Road, an important transportation corridor in western Santa Fe.

The funding source is: NM Department of Transportation HW2L500689

Fund Name/Number: CIP/Fund 490150

Munis Org Name/Number: CIP ORG/3309980

Munis Expenditure Object Name/Number: WIP Construction/572970

Munis Revenue Object Name/Number: NM DOT/490150

Project Ledger Number: ST193300D

Attachments:

MAP Cooperative Agreement

Project Ledger

BAR

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 Public Works / Complete Streets					DATE 8/27/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}	
WIP CONSTRUCTION	3309980	572970	ST193300D	\$ 285,668		
CAPITAL TRANSFER OUT TO 330 CIP STREETS	2320471	760330		\$ 71,417		
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}	
NMDOT	3309980	490150	ST183300D	\$ (214,251)		
CAPITAL TRANSFER IN FROM 232 IMPACT FEES	3309980	660232		\$ (71,417)		
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 71,417	\$ -	

Municipal Arterial Program Cooperative Agreement obligates NMDOT to contribute \$214,251 toward reconstruction of Henry Lynch Road. The City must contribute \$71,417 from Road Impact Fees.		{Complete section below if BAR results in a net change to ANY Fund} <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> <tr> <td style="text-align: center;">330</td> <td style="text-align: right;">71,417</td> </tr> <tr> <td style="text-align: center;">232</td> <td style="text-align: right;">(71,417)</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">0</td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	330	71,417	232	(71,417)			TOTAL:	0
Fund(s) Affected	Fund Balance Increase/(Decrease)											
330	71,417											
232	(71,417)											
TOTAL:	0											

Romella Glorioso-Moss Prepared By {print name}	Date	{Use this form for Finance Committee/ City Council agenda items ONLY} CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #: 	Andrew J. Hopkins Budget Officer	Date
Marcos Escobar Division Director Signature {optional}	Date	Finance Director {≤ \$5,000}		Date
 JOHN BURNETT (Aug 28, 2026 10:09:19 MDT) Department Director Signature	Date	City Manager {≤ \$60,000}		Date



City of Santa Fe New Mexico

Finance Department



8/21/26

Project Ledger Request Form

Date of Request: 08/10/2026 PG 1 OF 2

Project Title: Henry Lynch Rd Reconstruction & Roundabout

Project Type: ☐ CIP ☒ Grant ☐ Internal Tracking

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: 6623

Project Date Range: 09-30-2026 to 12-31-2027 ☒ Create Fixed Asset

Project ID: ST193300D

Grant ID: S2710

Approved By: ERIKA LUJAN
ERIKA LUJAN (Aug 23, 2026 07:03:44 MDT)

CMT (Finance Use Only)

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

Funding Source: NMDOT HW2L500689 % of Funding: 75

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: \$214,251

Funding Source: Road Impact Fees Fund % of Funding: 25

MUNIS ORG: 3309980 MUNIS OBJ: 660232 Awarded Amount: \$71,417

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: Construction MUNIS ORG: 3309980 MUNIS OBJ: 572970

Grants Only (list all grants if applicable):

Grantor Name: NMDOT L500689 Awarded Amount: 214251.00

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 700007 Federal CFDA (if applicable): N/A

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

Contract No. _____

Vendor No. 0000054360

Control No. HW2L500689

MUNICIPAL ARTERIAL PROGRAM
COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L500689**, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Hundred Eighty Five Thousand Six Hundred Sixty Eight Dollars and No Cents (**\$285,668**) to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$214,251	\$71,417	\$285,668
For the purpose stated above in Section 1.			
Total Project Cost			\$285,668

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

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 is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 5

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Santa Fe

By: _____

Date: _____

Title: _____

Attest: _____

Name and Title

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

KEVIN L. NAULT

KEVIN L. NAULT (Aug 10, 2026 09:52:25 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Monica Maestas

MONICA MAESTAS, FINANCE DIRECTOR

EXHIBIT A

Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Santa Fe RESOLUTION

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$285,668** to be funded in proportional share by the parties hereto as follows:

CN L500689 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$214,251	\$71,417	\$285,668

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **\$285,668**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **6/30/2028** and the **City of Santa Fe** 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 the written agreement.
- c. The agent of the **City of Santa Fe**, _____ (name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500689** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Agua Fria Street to Rufina Street/ Henry Lynch Road - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500689

I, _____, in my capacity as _____ of
_____ do hereby certify with reference to the aforementioned
Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
____ a. have been relocated
____ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 a. 20 year pavement design; or
 b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT'S** minimum drainage criteria as referenced in the **DEPARTMENT'S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT'S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT'S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT'S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500689

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500689** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]

GB NMDOT COOPERATIVE AGREEMENT HENRY LYNCH HW2L500689 & BAR signed

Final Audit Report

2026-09-01

Created:	2026-09-01
By:	Amanda Archuleta (ajarchuleta@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIHAI_izMSvdkcQ3VgAaaDo4C75bnm5ag
Documents:	GB NMDOT COOPERATIVE AGREEMENT HENRY LYNCH HW2L500689 & BAR signed.pdf (22 pages)
Number of Documents:	1
Document page count:	22
Number of supporting files:	0
Supporting files page count:	0

"GB NMDOT COOPERATIVE AGREEMENT HENRY LYNCH H W2L500689 & BAR signed" History

-  Document created by Amanda Archuleta (ajarchuleta@santafenm.gov)
2026-09-01 - 6:11:39 PM GMT- IP address: 63.232.20.129
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
2026-09-01 - 6:14:23 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-09-01 - 6:51:58 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Andrew Hopkins (ajhopkins@santafenm.gov)
Signature Date: 2026-09-01 - 6:53:05 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE
-  Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature
2026-09-01 - 6:53:08 PM GMT
-  Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
Signature Date: 2026-09-01 - 9:15:30 PM GMT - Time Source: server- IP address: 76.113.88.69 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-09-01 - 9:15:30 PM GMT

Date: August 17, 2026

To: Governing Body, Public Works and Utility Committee, Finance Committee

Via: 
JOHN BURNETT (Aug 18, 2026 08:54:13 MDT)
Sam Burnett, Public Works Department Director
Marcos Esquibel, Acting Complete Streets Division Director *MARCOS ESQUIBEL*
Carol Swenson, Public Works Department Business Operations Manager *CS*
YVONNE SWENSON (Aug 17, 2026 10:59:22 MDT)

From: Romella Glorioso-Moss, PhD, AICP, CPM Capital Projects Manager

RE: S100370 Second Amendment to Item 24-0526 Cooperative Project Agreement

ITEM AND ISSUE:

Request for Approval of Amendment No. 2 to Item 24-0526 Cooperative Project Agreement - Construction Work with New Mexico Department of Transportation to Extend the Term through September 30, 2028 to Complete the Construction of S100370 Agua Fria – Cottonwood Roundabout Project. (Romella Glorioso-Moss, Capital Projects Manager, rsglorioso-moss@santafenm.gov)

BACKGROUND AND SUMMARY:

This memorandum requests approval of the Second Amendment to the Cooperative Project Agreement for the construction of the federally-funded S100370 Agua Fria – Cottonwood Roundabout Project.

The original Cooperative Project Agreement was executed on October 2, 2023. The proposed Second Amendment will extend the Agreement term through September 30, 2028, to allow sufficient time for completion of the project.

The extension is necessary primarily due to utility relocations associated with the project. Utility conflicts have required additional coordination and relocation activities prior to the start of actual construction. These utility-related activities have affected the project schedule and have been a major factor in delaying project completion.

Extending the Agreement term will provide the parties with adequate time to complete the necessary utility relocation work, proceed with construction, and complete the remaining project activities in accordance with the Agreement.

The funding source is: US DOT/FHWA #490550

Fund Name/Number: S100370

Munis Org Name/Number: CIP #3309980

Munis Expenditure Object Name/Number: WIP Construction/572970

Munis Revenue Object Name/Number: NM DOT/490150

Project Ledger Number: CIP2733000

ATTACHMENTS:

S100370 Amendment No. 2 Cooperative Agreement – Construction Work
Project Ledger

Contract No.:

Vendor No.:

Control No.:

0000054360

S100370

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The New Mexico Department of Transportation (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100370 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2023 HIGHWAY SAFETY IMPROVEMENT PROGRAM(HSIP) Funds**

Department's 90.00% share

\$2,752,765

Design, ROW acquisition and construction of a roundabout at the intersection. DESIGN, ROW ACQUISITION AND CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION. Agua Fria St./Cottonwood Drive Intersection. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. S100370.)

2. **State's matching 10.00% share**

\$305,863

For the purpose stated above.

3. **The Total Project Funding for Construction Work**

\$3,058,628

b. Attached as Exhibit A is a table of data on funding as required by 2 CFR 200.331.

c. The Local Agency shall provide all the work, labor, materials and services necessary to perform the Project.

d. The Local Agency is responsible for all Project costs that exceed federal funding.

e. The Local Agency must repay certain federal funding to the Department if:

1. The Project is cancelled.

2. An audit determines an overpayment or federal funds were used for ineligible cost items.

3. The construction of a road on a right-of-way acquisition is not undertaken within twenty (20) years after the fiscal year in which the funds are authorized.

4. Acquisition of right-of-way or construction of the road for a preliminary engineering project is not undertaken within ten (10) years following the fiscal year in which the project is authorized.

The Local Agency must repay or establish a repayment plan for the federal funds within forty-five (45) days of notice from the Department.

2. Payment – Reimbursement.

The Department will reimburse the Local Agency upon receipt of reimbursement requests with supporting documentation and certification that costs have been incurred. Reimbursement requests may be submitted monthly or, at a minimum, quarterly. Expenses that are documented and determined to be eligible under 2 CFR Part 200 will be reimbursed based on the Local Agency's required Match. The final Project payment request must be submitted within thirty (30) calendar days of completion of (a) the PS&E package or (b) final payment to the contractor for Construction or Project Work and (c) prior to termination of this Agreement. The Department will not reimburse the Local Agency for costs incurred (a) prior to obligation

of federal funding and the effective date of this Agreement; (b) after expiration of this Agreement; or (c) in excess of the federal funding identified in Section 1.

3. Federal, State and Department Requirements.

By entering into this Agreement, the Local Agency certifies and agrees to comply with any applicable Federal and State laws and regulations, and terms and conditions as set forth in:

- a. Title 23, U.S. Code Highways and its associated regulations
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. See Exhibit B.
- c. 49 CFR Part 20, Lobbying Certification
- d. 49 CFR Part 29, Governmentwide Debarment and Suspension (Nonprocurement) and Governmentwide Debarment and Suspension (Grants) and Certification
- e. The Department's policies and standards
- f. The current Tribal/Local Government Handbook located at: <https://www.dot.nm.gov/business-support/project-oversight-division/t-lpa-documents-and-information/>
- g. The Federal Funding Accountability and Transparency Act (FFATA) and certain contracting requirements in regard to Office of Inspector General Reviews as identified on Exhibit B.

4. Term.

This Agreement becomes effective upon signature of all parties. The effective date is the date when the last party signed the Agreement on the signature page. This Agreement terminates on **August 30, 2024**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

5. Termination.

The Department may terminate this agreement and request repayment under Section 1e above for the following reasons:

- a. Failure to timely contract: The Local Agency, under a Design Agreement, must enter into a written agreement with an engineering consultant within three (3) months from the effective date this Agreement.
- b. Inactivity: If there is no Project expenditures for twelve (12) consecutive months.
- c. Failure to comply: If the Local Agency fails to comply with any provision of this Agreement.
- d. Local Agency's Request: The Local Agency may seek termination in a writing to the Department, which will be fully considered.

6. Third Party Beneficiary.

This Agreement does not confirm any rights or remedies on anyone other than the Department and the Local Agency. The Department is not a party to any agreement between the Local Agency and a Project contractor at any tier.

7. New Mexico Tort Claims Act.

Neither party is responsible for liability incurred as a result of the other party's acts or omissions. Any liability incurred is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties, and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

8. Appropriation.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations from the New Mexico Legislature or the United States Congress when federal funds are involved. If sufficient appropriations and authorizations are not made, this Agreement terminates immediately upon written notice from the Department. The Department is not committed to expenditure of funds until they are programmed, budgeted, obligated by FHWA, encumbered, and approved for expenditure. The Department's decision on whether funds are sufficient is final.

9. Scope of this Agreement.

This Agreement constitutes the entire Agreement between the Parties. Any claimed covenant, term, condition, warranty or promise of performance not included in this document or its amendments, is not part of this Agreement and not enforceable. Performance of all duties and obligations must conform with and must not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

10. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional, or unenforceable, the remainder of this Agreement remains in full force and effect.

11. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices must be in writing and must be given to the principal contacts listed below.

Region T/LPA Coordinator

Sharon R. Cruz
North Region T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 1149, Room 203
Santa Fe, NM 87504
Office: (505) 221-8220
E-mail: Sharonr.Cruz@dot.nm.gov

District T/LPA Coordinator

James Mexia, P.E.
T/LPA Coordinator
New Mexico Department of Transportation
P.O. Box 4127
Santa Fe, NM 87502
Office: (505) 231-1139
E-mail: James.Mexia@dot.nm.gov

Construction Liaison Engineer

Eunice Cazares de Bravo
T/LPA Construction Liaison Engineer
New Mexico Department of Transportation
1570 Pacheco St., STE. A10
Santa Fe, NM 87505
Office: (505) 321-8380
E-mail: Eunice.Cazares@dot.nm.gov

Local Agency

Romella Glorioso-Moss

Projects Administrator
City of Santa Fe
P.O. Box 909
Santa Fe, New Mexico 87504
Office: 505-955-6623
E-mail: rsglorioso-moss@santafenm.gov

12. Amendment.

The terms of this Agreement may be amended by an instrument in writing executed by the parties.

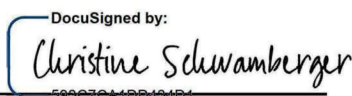
The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:  Date: 9/15/2023
Assistant General Counsel

CITY OF SANTA FE

By:  Date: Sep 19, 2023
~~XXXXX~~ John Blair, City Manager

ATTEST

By:  Date: Sep 19, 2023
CITY OF SANTA FE Clerk XIV

Approved as to form and legal sufficiency by the City's Attorney

By:  Date: _____
CITY OF SANTA FE Attorney

Approved for finances

By:  Date: Sep 19, 2023
CITY OF SANTA FE Finance Director

EXHIBIT A**2 CFR 200.331 Requirements****Federal Award Identification.**

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (UEI);	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 08/30/2024 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$2,752,765
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Design, ROW acquisition and construction of a roundabout at the intersection. DESIGN, ROW ACQUISITION AND CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION. Agua Fria St./Cottonwood Drive Intersection
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

EXHIBIT B

Uniform Administrative Requirements and Audit

2 CFR § 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, applies to each non-profit organization, each institution of higher education, and local governments as a whole when they or one of their departments receives federal funds. 2 CFR § 200 is formally OMB Circular A-133. Any non-profit organization, institution of higher education, or local government spending more than \$750,000 in federal funds from all sources within a 12-month period must have an audit performed on the use of the funds. The Department defines the 12-month period as July 1 to June 30.

Federal Funding Accountability and Transparency Act (FFATA).

The FFATA requires full disclosure to the public of all entities or organizations receiving federal funds. Central to this law is www.USASpending.gov, a publicly available website with searchable information on each federal grant and contract over \$25,000. In addition, the Federal Subaward Reporting System (FSRS), www.FSRS.gov, was developed for reporting on executive compensation and first-tier subawards. The Local Agency is required to register with the US Contractor Registration (System for Award Management [SAM] System) and get a Unique Entity Identifier (UEI) number. The Local Agency is responsible for providing their executive compensation and subaward information to the Department for entry into FSRS.gov. The Department is responsible for providing award information to USASpending. The type of information reported includes:

- Name of Local Agency receiving the award
- Amount of Award
- Funding Agency
- NAICS code for contracts or the Catalog of Federal Domestic Assistance program number for grants
- Program source
- Award title descriptive of the purpose of the funding action
- Location of the Local Agency, including the Congressional District
- Place of performance of the program or activity, including the Congressional District
- UEI number of the Local Agency and its parent organization if one exists
- Total compensation – If the Local Agency in the preceding year received eighty (80) percent or more of its annual gross revenues in federal awards, which exceeds \$25 million annually, and the public has no access to this information under the Securities Exchange Act or the Internal Revenue Code, then the names of the top five executives of the Local Agency are also required to comply with the FFATA.
- The Department will extract as much information as possible from the Local Agency's grant application and standard reports.

Office of Inspector General Review

The Local Agency, when procuring services, shall provide to all bidders the reporting and oversight requirements that they are bound to from the time of bid submission. The following provisions must be included in all prime contracts, subcontracts, and other contracts for services for a federally funded project:

1. **Inspector General Reviews:** Any Inspector General of a federal department or executive agency shall review, as appropriate, any concerns raised by the public about specific investments using federal funds. Any findings of such reviews not related to an ongoing criminal proceeding shall be relayed immediately to the New Mexico Department of Transportation or the agency concerned.
2. **Access of Offices of Inspector General to Certain Records and Employees:** With respect to each contract or grant awarded using federal funds, any representative of an appropriate Inspector General appointed under the Inspector General Act of 1978, 1,5 USC App. 3 and specifically § 8G, 5 USC App. 3 (2014) is authorized to examine any records of the contractor or grantee, any of its subcontractors or sub-grantees, or any state or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or sub-grant; and to interview any officer or employee of the contractor, grantee, sub-grantee, or agency regarding such transactions. In addition, the Local Agency should do the following:
 - a. Allow access by the Government Accountability Office Comptroller General and his representatives to examine any records of the contractor or any of contractor's subcontractors, or any state or local agency administering such contract that directly pertain to, and involve transactions relating to, the contract or subcontract
 - b. Allow the Comptroller General and his representatives to interview any officer or employee of the contractor or any of contractor's subcontractors, or of any state or Local Agency administering the contract, regarding such transactions

Nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General. The Department's Office of Inspector General (OIG) has the authority to carry out all duties required. The duties are the same as those specified in Federal Law: OIG, 23 USC § 302 (1998) (the capability to carry out the duties required by law); 23 USC § 112(2) (2012) (contracting for engineering and design services); the review of Federal-aid construction contract.

From: [Schwamberger, Christine, DOT](#)
To: [Hurtado, Jacquelyn, DOT](#)
Subject: RE: S100370 Page Swap Request
Date: Monday, September 18, 2023 2:17:25 PM
Attachments: [image003.png](#)
[image004.png](#)
[image005.png](#)

OK, Jackie, I concur with the page swap since I am the only one affected, the original incorrect version has been deleted, and there will be only one correct version circulating. Chris

Christine M. Schwamberger

Assistant General Counsel
New Mexico Department of Transportation
P.O. Box 1149
Santa Fe, New Mexico 87504-1149
Cell: (505) 490-2696
Fax: (505) 476-3639
Christine.Schwamberger@dot.nm.gov



CONFIDENTIALITY NOTICE: This email, including all replies, forwards, and attachments, is intended for the sole use of the above-identified recipients. It may contain information that is privileged and confidential, and is protected by privilege of attorney-client communication, attorney work product, or otherwise. Unauthorized dissemination, distribution or copying of this communication is strictly prohibited. If this email has been sent to you in error, or if you are not an intended recipient, please delete and destroy all copies of this email and attachments, and immediately notify me by email at the above address. Thank you.

From: Hurtado, Jacquelyn, DOT <Jacquelyn.Hurtado@dot.nm.gov>
Sent: Monday, September 18, 2023 9:49 AM
To: Schwamberger, Christine, DOT <Christine.Schwamberger@dot.nm.gov>
Subject: S100370 Page Swap Request
Importance: High

Good morning Christine,

I hope you had a wonderful weekend.

Upon sending S100370 to the entity for signatures, it was found that the State Match percentage (#2) was listed incorrectly on the agreement. The agreement should have reflected 10% instead of 100%. Due to the time constraint for the close of Federal Fiscal Year 2023, I am requesting your concurrence to correct the match % to 10% and utilize your signature from 9/15/2023. The agreement has not been signed by the entity or executed by the Secretary. Attached is the incorrect agreement and the revised agreement to review.

Incorrect

Contract No.:	
Vendor No.:	0000054360
Control No.:	S100370

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The New Mexico Department of Transportation (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100370 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2023 HIGHWAY SAFETY IMPROVEMENT PROGRAM(HSIP) Funds**

<u>Department's 90.00% share</u>	\$2,752,765
---	-------------

Design, ROW acquisition and construction of a roundabout at the intersection. DESIGN, ROW ACQUISITION AND CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION. Agua Fria St./Cottonwood Drive Intersection. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. S100370.)
2. **State's matching 100.00% share**

	\$305,863
--	-----------

For the purpose stated above.
3. **The Total Project Funding for Construction Work**

	\$3,058,628
--	-------------

Revised

Contract No.:	
Vendor No.:	0000054360
Control No.:	S100370

COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION

The New Mexico Department of Transportation (Department), and the City of Santa Fe (Local Agency) enter into this Agreement for Federal Highway Administration (FHWA) funding under NMSA 1978, Section 67-3-28. This Agreement for Project Control No.: S100370 is effective as of the date of the last party to sign it on the signature page.

1. Funding and Project Description.

a. Funding for Construction Work is as follows:

1. **FFY 2023 HIGHWAY SAFETY IMPROVEMENT PROGRAM(HSIP) Funds**
Department's 90.00% share \$2,752,765
 Design, ROW acquisition and construction of a roundabout at the intersection. DESIGN, ROW ACQUISITION AND CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION. Agua Fria St./Cottonwood Drive Intersection. (Description as per STIP database, this agreement only pertains to the Construction Work portion of Project Control No. S100370.)
2. **State's matching 10.00% share** \$305,863
 For the purpose stated above.
3. **The Total Project Funding for Construction Work** \$3,058,628

Jacquelyn Hurtado
 Project Oversight Division
 New Mexico Department of Transportation
 (505) 690-6016

Contract No.:	
Vendor No.:	0000054360
Control No.:	S100370
CFDA No:	20.205- Highway Planning & Construction

FIRST AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION WORK

This **First Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D19946, on October 2, 2023; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 4, Term**, is deleted and replaced with the following:

4. Term.

This Agreement is effective on October 2, 2023. This Agreement terminates on **September 30, 2026**. If a contract term extension is needed, the Local Agency must provide a written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this First Amendment.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

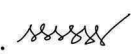
By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By:  _____ Date: 08/06/24
Assistant General Counsel

City of Santa Fe
By: John Blair _____ Date: Aug 28, 2024
John Blair (Aug 28, 2024 18:21 MDT)
John Blair, City Manager, signed pursuant to SFCC 11-4(F)(2)

ATTEST

By:  _____ Date: Aug 28, 2024
Geralyn Cardenas, Interim City Clerk

Approved as to form and legal sufficiency:

By: Kevin L. Nault _____ Date: Aug 22, 2024
Kevin L. Nault (Aug 22, 2024 10:16 MDT)
Kevin L Nault, Assistant City Attorney

Approved for Finances

By:  _____ Date: 08/27/2024
ALEXIS LOTERO (Aug 27, 2024 12:18 MDT)
Emily Oster, Finance Director

EXHIBIT A**2 CFR 200.331 Requirements****Federal Award Identification.**

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (UEI);	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement (Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 9/30/2026 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$2,752,765
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Design, ROW acquisition and construction of a roundabout at the intersection. DESIGN, ROW ACQUISITION AND CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION. Agua Fria St./Cottonwood Drive Intersection
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form

REPLACES ST2433002



Date of Request: 08/11/2026

Project Title: Agua Fria - Cottonwood Dr Roundabout

Project Type: ☒ CIP ☒ Grant ☐ Internal Tracking

Department: Public Works Project Manager: Romella Glorioso-Moss Ext: 6623

Project Date Range: 09/01/2023 to 09/30/2028 ☒ Create Fixed Asset

Project ID: CIP2733000

Grant ID: S2411/UPDATED A-2

Approved By: ERIKA LUJAN
ERIKA LUJAN (Aug 13, 2026 08:40:24 MDT)

CMT (Finance Use Only)

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

Funding Source: NMDOT % of Funding: 10

MUNIS ORG: 3309980 MUNIS OBJ: 490150 Awarded Amount: \$305,863

Funding Source: US DOT/FHWA % of Funding: 90

MUNIS ORG: 3309980 MUNIS OBJ: 490550 Awarded Amount: \$2,752,765

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: Construction MUNIS ORG: 3309980 MUNIS OBJ: 572970

THIS PL REPLACED ST2433002-DUE TO MUNIS GLITCH/PROJECT RANGE

Grants Only (list all grants if applicable):

Grantor Name: NMDOT MOA-S100370-A2 Awarded Amount: 3058628.00

AR Charge Code: 3309980.490150 ☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable): 20.205

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

Contract No.:	
Vendor No.:	0000054360
Control No.:	S100370
CFDA No:	20.205- Highway Planning & Construction

SECOND AMENDMENT TO COOPERATIVE PROJECT AGREEMENT – CONSTRUCTION WORK

This **Second Amendment** is to the Cooperative Project Agreement entered into between the New Mexico Department of Transportation (Department) and City of Santa Fe (Local Agency). This Amendment is effective as of the date of the last party to sign on the signature page.

RECITALS

Whereas, the Department and the Local Agency entered into an Agreement, Contract No. D19946, on October 2, 2023; and,

Whereas, Section 12 allows for modification of the Agreement by an instrument in writing executed by the parties; and,

Whereas, the Department and the Local Agency want to extend the term of the Agreement to allow for Project completion; and, utility relocations prior to the start of the actual construction because utility conflicts were a major factor affecting project completion and,

Whereas, the parties agree to modify this Agreement.

Now, therefore, the Department and the Local Agency agree as follows:

1. **Section 4, Term**, is deleted and replaced by the following:

4. Term.

This Agreement is effective on **October 02, 2023**. This Agreement terminates on **September 30, 2028**. If a contract term extension is needed, the Local Agency must provide written request to the Region or District T/LPA Coordinator sixty (60) days prior to the expiration date to ensure timely processing of an Amendment. The Region or District will then have two weeks to submit to Project Oversight Division to ensure timely processing of an Amendment.

2. Exhibit A is deleted and replaced with the attached Exhibit A.

All other obligations set forth in the Original Agreement shall remain in full force and effect unless expressly amended or modified by this Second Amendment.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

Reviewed and Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

Signed by:
By: Samuel Roybal Date: 07/10/26
57B9FC4FE09B464
Assistant General Counsel

City of Santa Fe

By: _____ Date: _____
City of Santa Fe Mayor

ATTEST

By: _____ Date: _____
CITY OF SANTA FE Clerk

Approved as to form and legal sufficiency by the State's Attorney

By: KEVIN L. NAULT Date: 08/07/2026
KEVIN L. NAULT (Aug 7, 2026 08:49:40 MDT)
CITY OF SANTA FE Attorney

By: Monica M... Date: 08/20/2026
CITY OF SANTA FE Finance Director

EXHIBIT A

2 CFR 200.331 Requirements

Federal Award Identification.

(i) Public Entity name (which must match the name associated with its unique entity identifier);	City of Santa Fe
(ii) Public Entity's unique entity identifier (UEI);	QLN2YKMMJ8X6
(iii) Federal Award Identification Number (FAIN);	Please see approved Federal Highway form.
(iv) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	Please see date on approved Federal Highway form.
(v) Cooperative Project Agreement(Construction) Period of Performance Start and End Date;	Please see date on approved Federal Highway form thru 09/30/2028 (End Date).
(vi) Amount of Federal Funds Obligated by this action by the pass-through entity to the Public Entity;	\$135,000
(vii) Total Amount of Federal Funds Obligated to the Public Entity by the pass-through entity including the current obligation;	This award is in addition to any previous awards received by sub-recipient from NMDOT.
(viii) Total Amount of the Federal Award committed to the Public Entity by the pass-through entity;	The total amount of this award is in addition to any previous awards received by sub-recipient from NMDOT.
(ix) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	Agua Fria St./Cottonwood Drive Intersection. Design, ROW Aquisition and Construction of a Roundabout at the intersection. Intersection at Agua Fria and Cottonwood Drive.
(x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity;	FHWA, New Mexico Department of Transportation Sean Sandoval - 505 -660-6102, Sean.Sandoval@state.nm.us P.O. Box 1149 Santa Fe, NM 87501-1149
(xi) CFDA Number and Name;	20.205- Highway Planning & Construction
(xii) Identification of whether the award is R&D; and	No R&D
(xiii) Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs).	N/A

CN S100370 Agreement CAO

Final Audit Report

2026-08-07

Created:	2026-08-07
By:	MATTHEW HARDING (mrharding@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAADVqcrSaS-pR1v89OW2S2nTqh9XJQZzDn
Documents:	CN S100370 Agreement CAO.pdf (3 pages)
Number of Documents:	1
Document page count:	3
Number of supporting files:	0
Supporting files page count:	0

"CN S100370 Agreement CAO" History

-  Document created by MATTHEW HARDING (mrharding@santafenm.gov)
2026-08-07 - 2:29:23 PM GMT- IP address: 63.232.20.2
-  Document emailed to KEVIN NAULT (klnault@santafenm.gov) for signature
2026-08-07 - 2:30:18 PM GMT
-  Email viewed by KEVIN NAULT (klnault@santafenm.gov)
2026-08-07 - 2:48:46 PM GMT- IP address: 63.232.20.2
-  Signer KEVIN NAULT (klnault@santafenm.gov) entered name at signing as KEVIN L. NAULT
2026-08-07 - 2:49:38 PM GMT- IP address: 63.232.20.2
-  Document e-signed by KEVIN L. NAULT (klnault@santafenm.gov)
Signature Date: 2026-08-07 - 2:49:40 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-08-07 - 2:49:40 PM GMT

GB_NMDOT_TERM_EXTENSION_AMENDMENT_2_(AGUA_FRIA-COTTONWOOD)_signed (3)

Final Audit Report

2026-08-20

Created:	2026-08-19
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcE0Fn4QrXy_E1sG06Udp9Y4wr0-AXDC4
Documents:	GB_NMDOT_TERM_EXTENSION_AMENDMENT_2_(AGUA_FRIA-COTTONWOOD)_signed (3).pdf (17 pages) CN_S100370_Agreement_CAO_-_signed (3).pdf (4 pages)
Number of Documents:	2
Document page count:	21
Number of supporting files:	0
Supporting files page count:	0

"GB_NMDOT_TERM_EXTENSION_AMENDMENT_2_(AGUA_FRIA-COTTONWOOD)_signed (3)" History

-  Document created by JUAN VELA (jevela@santafenm.gov)
2026-08-19 - 9:20:48 PM GMT- IP address: 63.232.20.2
-  Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-19 - 9:22:25 PM GMT
-  Form filled by JUAN VELA (jevela@santafenm.gov)
Form filling Date: 2026-08-19 - 9:22:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Monica Maestas (mfmaestas@santafenm.gov) for signature
2026-08-19 - 9:23:00 PM GMT
-  Email viewed by Monica Maestas (mfmaestas@santafenm.gov)
2026-08-19 - 10:04:40 PM GMT- IP address: 76.113.88.69
-  Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
Signature Date: 2026-08-20 - 4:36:25 PM GMT - Time Source: server- IP address: 76.113.88.69 - Signature Appearance Selected: IMAGE



✔ Agreement completed.
2026-08-20 - 4:36:25 PM GMT



City of Santa Fe, New Mexico

Memorandum



Date: August 21, 2026

To: Governing Body, Finance Committee, and Public Works & Utilities Committee

From: John Del Mar, Water Division Engineering Supervisor *JDM*

Via: Jesse Roach, Interim Public Utilities Director

Jonathan Montoya, Interim Water Division Director

JM
JM

Subject: BAR for AECOM On-Call Engineering Services

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$2,215,000 from the Water Enterprise Cash Fund to the Water WIP Design for On-Call Engineering Services for AECOM Technical Services.

BACKGROUND AND SUMMARY:

This BAR is needed to fund on-call engineering services from AECOM Technical Services, Inc. for FY 27. AECOM was procured via RFP in August of 2023. The Water Division currently has over \$150M in capital improvement projects either in construction or in the planning and design phase. Projects include dam safety improvements at two reservoirs, numerous water treatment plant repairs and upgrades, new pipelines for long term water security, and replacement of aging water distribution infrastructure. In addition to CIP, the water Division manages a complex water system with multiple sources, planning needs, and operating modes. The Water Division relies on on-call engineering services for specialized expertise and general support.

CONTRACT NUMBER:

The FY24 Munis Contract Number is 3204146. The original contract date was August 14, 2023.

FUNDING SOURCE:

Fund Name/Number: WTRMGMNT / 505

Munis Org Name/Number: WTR CapPrj / 5050395

Munis Object Name/Number: WIP Design / 572960

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 Public Utilities / Water Division				DATE 8/14/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE
<u>EXPENDITURES</u>				{enter as <u>positive</u> #}	{enter as <u>negative</u> #}
CIP WIP Design, Nichols Outlet Conduit Rehabilitation	5050395	572960	WTR1950508	175,000	
CIP WIP Design, Snowmelt Prediction Tool	5050395	572960	WTR2550511	40,000	
CIP WIP Design, McClure OW and Embankment Rehab 2024	5050395	572960	WTR2550508	2,000,000	
<u>REVENUES</u>				{enter as <u>negative</u> #}	{enter as <u>positive</u> #}
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				\$ 2,215,000	\$ -

BAR is needed to fund on-call engineering services from AECOM Technical Services, Inc. for FY27 Munis Contract #3204146 Item# 23-0509		{Complete section below if BAR results in a net change to ANY Fund} <table border="1" style="width: 100%; border-collapse: collapse; font-size: 0.8em;"> <tr> <th style="width: 60%;">Fund(s) Affected</th> <th style="width: 40%;">Fund Balance Increase/(Decrease)</th> </tr> <tr> <td style="text-align: center;">505</td> <td style="text-align: right;">(2,215,000)</td> </tr> <tr><td> </td><td></td></tr> <tr><td> </td><td></td></tr> <tr> <td>TOTAL:</td> <td style="text-align: right;">(2,215,000)</td> </tr> </table>	Fund(s) Affected	Fund Balance Increase/(Decrease)	505	(2,215,000)					TOTAL:	(2,215,000)
Fund(s) Affected	Fund Balance Increase/(Decrease)											
505	(2,215,000)											
TOTAL:	(2,215,000)											

Amanda Britt Prepared By {print name}	8/17/2026 Date	{Use this form for Finance Committee/ City Council agenda items ONLY} CITY COUNCIL APPROVAL City Council Approval Date Agenda Item #:	AJH Budget Officer Finance Director {≤ \$5,000} City Manager {≤ \$60,000}
Division Director Signature {optional} <u>JONATHAN MONTOYA for Jesse Roach</u> JONATHAN MONTOYA for Jesse Roach (Aug 21, 2026 16:01:13 MDT) Jonathan Montoya for Jesse Roach Department Director Sign	Date	Date	

Signature: John Del Mar
John Del Mar (Aug 21, 2026 14:59:51 PDT)
Email: jpdelmar@santafenm.gov

Signature: Andrew J. Hopkins
Email: ajhopkins@santafenm.gov



Michael J. Garcia, Mayor

DATE: August 26, 2026

TO: Public Works & Utilities, Finance Committee, Governing Body

FROM: John Dickinson, Airport Director

VIA: Kelly Bynon, Administrative Manager

ITEM AND ISSUE:

Request for Approval of a Budget Adjustment Resolution (BAR) in the Total Amount of \$800,000 to increase the Airport Fund using Lodgers Tax.

BACKGROUND AND SUMMARY:

The City of Santa Fe entered into a Minimum Revenue Guarantee (MRG) contract with American Airlines for \$1,800,000 in October 2025. The contract was awarded to American Airlines under RFP #25161 for the purpose of operating a new commercial flight between LAX and SAF. A portion of the total financial commitment of the contract was supported by a Rural Air Service Assistance grant from New Mexico Department of Transportation Aviation Division that totaled \$1,000,000.

Under the terms of this contract, American Airlines was required to offer a daily flight to and from LAX for the period of October 6, 2025 – October 4, 2026. The Airport was responsible for payments to American Airlines in the event of a revenue shortfall which would be invoiced by American Airlines to the Airport quarterly. The amount the Airport was responsible to pay to American was not to exceed \$1,800,000. The Airport received 3 invoices from American airlines on March 11 for \$709,901, June 22 for \$771,027, and August 3 for \$319,072. The first two invoices totaling \$1,480,928 have been paid to American Airlines using the \$1,000,000 grant funding and \$480,928 of Airport Funds.

However, we have recently been made aware that under FAA Grant Assurance #25, the Airport strictly prohibited from using airport revenues to fund an MRG. Therefore, in order to maintain our compliance with the FAA while still upholding the contract entered with American, we are requesting to use Lodgers Tax to pay the amount of \$800,000 to American

City Council

Alma G. Castro, District 1
Patricia Feghali, District 1

Elizabeth "Liz" Barrett, District 2
Paul C. Bustamante, District 2

Lee Garcia, Mayor Pro Tem, District 3
Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4
Amanda Chavez, District 4

Airlines . This has been determined an appropriate use of Lodger's Tax Revenues as it helps to promote overnight visitor traffic to the Cit of Santa Fe.

ACTION:

Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$800,000 to increase the Airport Fund using Lodgers Tax.

COMMITTEE REVIEW:

Public Works & Utilities: 08/31/26

Finance Committee: 09/08/26

Governing Body: 09/09/26



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
--------------	------



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/>



“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

Drawn by Jenny Flores

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



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) ☒ Y / N N If yes, describe under DESCRIPTION OF OPERATIONS below		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
Aug 12, 2026		CITY COUNCIL APPROVAL	Budget Officer Date
Johanna Nelson (Aug 12, 2026 16:48:12 MDT)	Date	City Council Approval Date	Finance Director {≤ \$5,000} Date
Johanna Nelson (Aug 12, 2026 16:48:12 MDT)	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 Notes

Fiscal Year	2027								
	.00								
	.00								
	.00								
	.00								
	.00								
	.00								
	.00								
	.00								
	.00								

Account

Fund	212	ECON DEV	Acct	212-50-12-2800-000-00-000-510300-	
Org	2122800	EconDevOps	Acct name	Professional Contracts	Account Notes
Object	510300	PrfsI Cntr	Type	Expense	Status Active
Project			Rollup	ECD0C	EconomicDevelopmentOpsCNT
			Sub-Rollup		
					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		346,897.00		356,250.00		.00		346,897.00	
Transfers In		2,185,387.00		3,110,668.00		475,000.00		.00	
Transfers Out		-25,000.00		-842,222.00		-4,000.00		.00	
Revised Budget		2,507,284.00		2,624,696.00		471,000.00		346,897.00	
Actual (Memo)		1,485,908.16		634,194.41		269,662.42		35,674.80	
Encumbrances		.00		.00		.00		522,119.80	
Requisitions		.00						.00	
Available		1,021,375.84		1,990,501.59		201,337.58		-210,897.60	
Percent used		59.26		24.16		57.25		160.80	

BAR FY26 Funds to FY27 Budget

Final Audit Report

2026-08-12

Created:	2026-08-12
By:	LORETTA OLGUIN (loluquin@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 (loluquin@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)
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✔ 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.

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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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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
<u>Sandra Emory</u>	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

- A. Not-to-Exceed Amount. Total funds under this MOU shall not exceed the amount allocated to the Jurisdiction as identified in the award letter.
- B. 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.
- C. Draws/Advances. The Jurisdiction may request reimbursements supported by invoices, receipts, payrolls, contracts, or other evidentiary documents. DHSEM may pay on a reimbursement.
- D. Interest/Segregation. Funds shall be held in a segregated account or tracked via a dedicated cost center to ensure transparency and auditability.
- E. 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

- A. 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.

- | | | |
|-----------------|---------------|--------------|
| D. Other | Direct | 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
[Christopher W. Ryan \(Aug 21, 2026 07:34:19 MDT\)](#)

Chris Ryan, Senior Assistant City Attorney

08/21/2026

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 Police/Administration				DATE 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 (DHSEM) and record the funding transferred for use in addressing the declared emergency. Emergency Order 2025-358.	{Complete section below if BAR results in a net change to ANY Fund}	
	Fund(s) Affected	Fund Balance Increase/(Decrease)
	TOTAL:	0

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

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

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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 - 10:56:00 PM GMT- IP address: 104.47.65.254

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

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

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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} <table><tr><th>Fund(s) Affected</th><th>Fund Balance Increase/(Decrease)</th></tr><tr><td></td><td></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												

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



<u>4 Year Comparison</u>	Current Year	History	4 Year
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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

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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



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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)
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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

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2026-07-27 - 8:49:19 PM GMT
-  Email viewed by Krishna Gajavelli (krishna.gajavelli@ciberpathway.com)
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2026-07-28 - 1:58:23 PM GMT- IP address: 73.242.167.95
-  Document e-signed by RUBY CREWS (racrews@santafenm.gov)
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-  Agreement completed.
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Exhibit A

STATEMENT OF WORK

System Implementation Support Services

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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.



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 Doherty
(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

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

x _____
Print Name:

Page 191 of 355



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

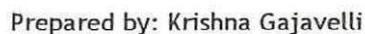
Customer Acceptance (sign below):

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

Page 204 of 355



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

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
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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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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.

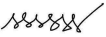
CITY OF SANTA FE:


Alan Webber (Jun 14, 2024 17:34 MDT)

ALAN WEBBER, MAYOR

DATE: Jun 14, 2024

ATTEST:



CITY CLERK

XIV

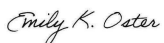
GB MTG 06/12/2024

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:

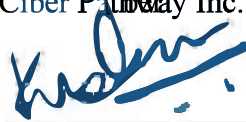


ALAN WEBBER, MAYOR

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:

example: 12 MONTHS, 15 LICENSES, ETC.

(12) Twelve Months of Service

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 Ciber 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 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 Ciber 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]

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

Santa Fe, NM 87504

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	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
<i>Program/Project Management & Governance</i>	4
<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 Fe 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.



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

- 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!



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
------------------	--	------------------------

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(f)-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

Created:	2026-08-11
By:	Erin Gomez (eagomez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7peyOJzzmQ6jQu9ZfC7461pByoHfx-PR
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)
Number of Documents:	9
Document page count:	154
Number of supporting files:	0
Supporting files page count:	0

"Ciber Pathway Inc Memo 2" History

 Document created by Erin Gomez (eagomez@santafenm.gov)

2026-08-11 - 7:15:51 PM GMT- IP address: 63.232.20.2

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2026-08-11 - 7:18:37 PM GMT

 Email sent to Kayla Conner (kmconner@santafenm.gov) bounced and could not be delivered

2026-08-11 - 7:19:25 PM GMT

 Email viewed by Eric Candelaria (edcandelaria@santafenm.gov)

2026-08-11 - 7:28:04 PM GMT- IP address: 174.205.160.27

 Document e-signed by Eric Candelaria (edcandelaria@santafenm.gov)

Signature Date: 2026-08-11 - 7:28:38 PM GMT - Time Source: server- IP address: 174.205.160.27 - Signature Appearance Selected: MOBILE_DRAW

 Agreement completed.

2026-08-11 - 7:28:38 PM GMT



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Ciber_Pathway_Amendment_4_Item_#20-0310

Final Audit Report

2026-08-26

Created:	2026-08-24
By:	JUAN VELA (jevela@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwFOxStuFIftsQROkR5ZKm5UgCptE5fz
Documents:	Ciber_Pathway_Amendment_4_Item_#20-0310.pdf (108 pages)
Number of Documents:	1
Document page count:	108
Number of supporting files:	0
Supporting files page count:	0

"Ciber_Pathway_Amendment_4_Item_#20-0310" History

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-  Document emailed to JUAN VELA (jevela@santafenm.gov) for filling
2026-08-24 - 7:54:26 PM GMT
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Form filling Date: 2026-08-24 - 7:54:47 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: TYPE
-  Document emailed to Andrew Hopkins (ajhopkins@santafenm.gov) for signature
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-  Email sent to DENISE GABALDON (rdgabaldon@santafenm.gov) bounced and could not be delivered
2026-08-24 - 7:55:45 PM GMT
-  Email sent to Kayla Conner (kmconner@santafenm.gov) bounced and could not be delivered
2026-08-24 - 7:56:05 PM GMT
-  Email viewed by Andrew Hopkins (ajhopkins@santafenm.gov)
2026-08-24 - 8:57:08 PM GMT- IP address: 104.47.64.254
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Signature Date: 2026-08-24 - 8:57:49 PM GMT - Time Source: server- IP address: 63.232.20.2 - Signature Appearance Selected: IMAGE

-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign
2026-08-24 - 8:58:27 PM GMT
-  Email viewed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
2026-08-24 - 8:58:49 PM GMT- IP address: 63.232.20.2
-  Email sent to DENISE GABALDON (rdgabaldon@santafenm.gov) bounced and could not be delivered
2026-08-24 - 8:58:51 PM GMT
-  Email sent to Kayla Conner (kmconner@santafenm.gov) bounced and could not be delivered
2026-08-24 - 8:58:51 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)
2026-08-24 - 9:03:06 PM GMT- IP address: 73.228.7.52
-  Document e-signed by Travis Dutton-Leyda (tkduttonleyda@santafenm.gov)
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-  Email sent to Kayla Conner (kmconner@santafenm.gov) bounced and could not be delivered
2026-08-25 - 6:14:35 PM GMT
-  Document e-signed by Monica Maestas (mfmaestas@santafenm.gov)
Signature Date: 2026-08-26 - 4:03:33 PM GMT - Time Source: server- IP address: 76.113.88.69 - Signature Appearance Selected: IMAGE
-  Agreement completed.
2026-08-26 - 4:03:33 PM GMT



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

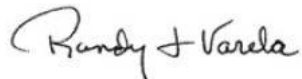
Fire Department	Total Distribution	NMFA Amount	Adjusted Total to Dept	Paid First Allotment August FY27 50% of Original Total to Department	Second Allotment February FY27 50% of Adjusted Total to Department
SANTA FE FIRE DEPT.	\$1,627,372.00	\$0.00	\$1,627,372.00	\$813,686.00	\$813,686.00

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

CK (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> }:	

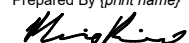
City of Santa Fe, New Mexico
BUDGET ADJUSTMENT REQUEST (BAR)

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

☐ 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	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

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Acct221-15-20-2100-181-00-000-560200-

Acct nameOut of State Per Diem

TypeExpense

Rollup

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Sub-Rollup

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☐ 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 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	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 YearHistory4 Year GraphHistory 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

EMRGSVC

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



CITY OF SANTA FE

Memorandum

Date: August 7, 2026

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager *rgm*

Via: Sam Burnett, Public Work Department Director

RE: Resolution Approving Participation in the New Mexico Department of Transportation Local Government Road Fund Program for the Henry Lynch Road Reconstruction Project (Phase A)

EXECUTIVE SUMMARY:

The attached resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval authorizes the City to enter into a Cooperative Agreement with NMDOT for Project Control Number L500665 to construct Phase A of the Henry Lynch Road Reconstruction Project.

The total estimated project cost is \$423,475, with 75% (\$317,606) funded by NMDOT and the required 25% local match (\$105,869) provided by the City.

BACKGROUND:

Henry Lynch Road serves as an important collector roadway connecting residential neighborhoods, commercial areas, and employment centers in western Santa Fe. The existing roadway lacks critical multimodal infrastructure, including continuous sidewalks, dedicated bicycle facilities, adequate drainage, and modern intersection improvements. The corridor has experienced increasing traffic volumes as surrounding areas continue to develop, creating the need for a safer and more efficient transportation facility.

The Henry Lynch Road Reconstruction Project is a phased capital improvement project designed to modernize the corridor and improve safety for motorists, bicyclists, and pedestrians. Phase A focuses on improvements between La Paz Lane and Agua Fria Street, including construction of a modern roundabout at the Henry Lynch Road/Agua Fria Street intersection.

The project includes:

- Construction of two 10-foot travel lanes;
- Construction of ADA-compliant sidewalks on both sides of the roadway;
- Construction of separated bicycle lanes;
- Installation of curb and gutter;
- Stormwater drainage improvements designed to reduce flooding and improve roadway resilience; and
- Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The project supports the City's Complete Streets policies by improving accessibility and providing safe accommodations for all roadway users. It also advances the City's transportation, safety, and sustainability goals by creating a corridor that supports walking, bicycling, transit access, and efficient vehicle travel.

The New Mexico Department of Transportation has awarded funding through the Local Government Road Fund Program to assist with construction of Phase A. Under the Cooperative Agreement, NMDOT will provide \$317,606 (75%), while the City will provide the required local match of \$105,869 (25%). The City will also be responsible for any project costs that exceed the estimated project budget.

Approval of the attached resolution will authorize the City to participate in the Fiscal Year 2027 Local Government Road Fund Program, execute the Cooperative Agreement with NMDOT, and proceed with implementation of Phase A of the Henry Lynch Road Reconstruction Project.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

Mayor Michael Garcia

A RESOLUTION

**APPROVING THE CITY OF SANTA FE’S PARTICIPATION IN THE NEW MEXICO
DEPARTMENT OF TRANSPORTATION’S LOCAL GOVERNMENT ROAD FUND
PROGRAM FOR THE HENRY LYNCH ROAD RECONSTRUCTION PROJECT BY
ENTERING INTO COOPERATIVE GRANT AGREEMENT, CONTROL NUMBER
L500665.**

WHEREAS, the City of Santa Fe (“City”) and the New Mexico Department of Transportation (“Department”) wish to enter into a cooperative grant agreement, (“Agreement”), included as Attachment A, Control No. L500665, under the Local Government Road Fund (“LGRF”) Program for a local road project (“Project”), the purpose of which is to construct two 10-foot travel lanes, to install Americans with Disabilities Act (“ADA”)-compliant sidewalks on both sides of the roadway, to construct separated bicycle lanes, to install curb and gutter, to improve storm water drainage systems, to construct a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street; and

WHEREAS, the Project is a joint and coordinated effort for which the parties each have

1 authority or jurisdiction and the Agreement specifies and delineates the rights and duties of the
2 parties; and

3 **WHEREAS**, this Resolution serves to assume ownership, liability, and maintenance
4 responsibility for the Project scope, or related amenities, as required by the Agreement, attached as
5 Attachment A; and

6 **WHEREAS**, the total estimated Project cost is Four Hundred Twenty-Three Thousand
7 Four Hundred Seventy-Five Dollars (\$423,475), to be funded in proportional share by the parties
8 hereto as follows:

- 9 1. The Department's share will be Seventy-Five Percent (75%), or Three Hundred
10 Seventeen Thousand Six Hundred Six Dollars (\$317,606)
- 11 2. The City's share shall be Twenty-Five Percent (25%), or One Hundred Five Thousand
12 Eight Hundred Sixty-Nine Dollars (\$105,869); and

13 **WHEREAS**, the City of Santa Fe shall pay all costs, which exceed the total project cost
14 of \$423,475.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE** determines, resolves, and orders as follows:

17 a. The Project for the Cooperative Agreement, included as Attachment A, is adopted and
18 has a priority standing.

19 b. The Cooperative Agreement terminates on December 31st, 2027, and the City of Santa
20 Fe incorporates all the agreements, covenants, and understandings between the parties hereto
21 concerning the subject matter hereof, and all such covenants, agreements and understandings have
22 been merged into the written agreement.

23 c. The person listed below, or their successor, is the Grantee's official representative shall
24 have signature authority to bind the City of Santa Fe to the terms and conditions of this Cooperative
25 Agreement,

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Grantee: City of Santa Fe
Name: Michael Garcia (or successor)
Title: Mayor

d. The person listed below, or their successor, shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the City of Santa Fe in the manner set forth by the Cooperative Agreement.:

Grantee: City of Santa Fe
Name: Romella Glorioso-Moss (or successor)
Title: Capital Projects Manager

BE IT FURTHER RESOLVED by the Governing Body that the City of Santa Fe shall enter into Cooperative Agreement for Project, Control Number L500665, included as Attachment A, with the New Mexico Department of Transportation for the LGRF Program for fiscal year 2027 for Reconstruction of Henry Lynch Road between La Paz Lane and Agua Fria Street - Construction of two 10-foot travel lanes installation of ADA-compliant sidewalks on both sides of the roadway, construction of separated bicycle lanes, installation of curb and gutter, storm water drainage improvements, construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street, within the control of City of Santa Fe in the State of New Mexico.

PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

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MICHAEL J. GARCIA, MAYOR

ATTEST:

GERALYN F. CARDENAS, CITY CLERK

APPROVED AS TO FORM:

Marcos D. Martínez
[Marcos D. Martínez \(Aug 19, 2026 11:43:27 MDT\)](#)
MARCOS D. MARTÍNEZ, CITY ATTORNEY

Attachment A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500665

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described in Control No. L500665, and the Public Entity’s resolution attached as **Exhibit C**. See:

Construction of two 10-foot travel lanes installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes, installation of curb and gutter, drainage storm water drainage improvements. Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Four Hundred Twenty Three Thousand Four Hundred Seventy Five Dollars and No Cents (\$423,475)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$317,606	\$105,869	\$423,475
For the purpose stated above in Section 1.			
Total Project Cost \$423,475			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as approved by the Department.
- h. Obtain all required written agreements or permits, as applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to confirm that the Project is constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as identified by the Department, will result in termination for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, attached as **Exhibit B**.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, attached as **Exhibit C**. The report should reflect the total cost of the Project as stated in the **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion is a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Local Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **12/31/2027**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.

- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

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 is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Santa Fe

By: _____

Date: _____

Title: _____

Attest: _____
City of Santa Fe Clerk or Designee

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

KEVIN L. NAULT
KEVIN L. NAULT (Aug 7, 2026 09:50:12 MDT)

KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]

EXHIBIT C
City of Santa Fe RESOLUTION

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$423,475** to be funded in proportional share by the parties hereto as follows:

CN L500665 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes to provide dedicated bicycle facilities, ins	\$317,606	\$105,869	\$423,475

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **\$423,475**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2027** and the **City of Santa Fe** 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 the written agreement.
- c. The agent of the **City of Santa Fe**, _____ (name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500665** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Reconstruction of Henry Lynch Road (Phase A) between La Paz Lane and Agua Fria Street - Construction of two 10-foot travel lanes designed to calm traffic while maintaining efficient vehicle movement, installation of ADA-compliant on both sides of the roadway, construction of separated bicycle lanes to provide dedicated bicycle facilities, ins** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION) DATE _____

(PRINTED NAME, POSITION) DATE _____

(PRINTED NAME, POSITION) DATE _____

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Approval of City's Participation in NMDOT's Local Government Road FundSponsor(s): Councilor Jamie CassuttReviewing Department(s): Public Works DepartmentStaff Completing FIR: Romella Glorioso-Moss Date: 08/07/2026 Phone: (505) 955-6623Reviewed by City Attorney: Marcos D. Martínez Date: 08/19/2026
Marcos D. Martínez (Aug 19, 2026 11:43:27 MDT)Reviewed by Finance Director: Monica [Signature] Date: 08/19/2026**Summary:**

The resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval of this resolution authorizes the City to enter into a Cooperative Agreement with NMDOT for Project, Control Number L500665, to fund the construction of Phase A of the Henry Lynch Road Reconstruction Project.

The total estimated project cost is \$423,475, with 75% (\$317,606) funded through the NMDOT Local Government Road Fund Program and the required 25% local match (\$105,869) provided by the City of Santa Fe.

Departments Affected:

Public Works Department.

Consequences of Not Enacting Legislation:

If the resolution is not approved, the City will be unable to enter into the Cooperative Agreement with the New Mexico Department of Transportation and will forfeit \$317,606 in Local Government Road Fund Program assistance. As a result, construction of Phase A of the Henry Lynch Road Reconstruction Project may be delayed or postponed until alternative funding is secured. Delaying the project will postpone planned safety, accessibility, drainage, and multimodal transportation improvements along the Henry Lynch Road corridor.

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

The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:

Approval of the resolution authorizes the City to enter into a Cooperative Agreement with the New Mexico Department of Transportation (NMDOT) for the Local Government Road Fund Program. The Public Works Department, through the Complete Streets Division, will administer the grant, oversee project implementation, ensure compliance with the Cooperative Agreement, and coordinate with NMDOT throughout project delivery.

Fiscal Implications:

The total estimated project cost is \$423,475. NMDOT will provide \$317,606 (75%) through the Local Government Road Fund Program, and the City will provide the required local match of \$105,869 (25%).

Fiscal Impact

_____ 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 Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ <u>105,869</u>	<u>Y</u>	<u>NR</u>	<u>Road Impact Fees</u>	
			_____			_____	
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

The total project expenditure of \$423,475 will be used for the construction of Phase A of the Henry Lynch Road Reconstruction Project between La Paz Lane and Agua Fria Street. The project will be funded through a combination of state and local funds. The New Mexico Department of Transportation (NMDOT) will provide \$317,606 (75%) through the Fiscal Year 2027 Local Government Road Fund (LGRF) Program. The City of Santa Fe will provide the required local match of \$105,869 (25%) through road impact fees, as shown below in the “Revenue” section.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ <u>317,606</u>	<u>NR</u>	<u>NMDOT</u>
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

The total project expenditure of \$423,475 will be used for the construction of Phase A of the Henry Lynch Road Reconstruction Project between La Paz Lane and Agua Fria Street. The New Mexico Department of Transportation (NMDOT) will provide \$317,606 (75%) through the Fiscal Year 2027 Local Government Road Fund (LGRF) Program. The City of Santa Fe will provide the required local match of \$105,869 (25%) through road impact fees.

Signature: *Romella Florioso-Moss*

Email: rsglorioso-moss@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov



CITY OF SANTA FE

Memorandum

Date: August 10, 2026

To: Governing Body, Public Works and Utilities Committee, Finance Committee

From: Romella Glorioso-Moss, Complete Streets Capital Projects Manager *rgm*

Via: Sam Burnett, Public Work Department Director
Marcos Esquibel, Public Works Project Manager II

RE: Resolution Approving Participation in the New Mexico Department of Transportation Local Government Road Fund Program for the Henry Lynch Road Reconstruction Project, Project Control No. L500689

EXECUTIVE SUMMARY:

The attached resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval authorizes the City to enter into a Cooperative Agreement with NMDOT for Project Control Number L500689 for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction project from Rufina Street to Agua Fria Street.

The total estimated project cost is \$285,668, with 75% (\$214,251) funded by NMDOT and the required 25% local match (\$71,417), provided by the City.

BACKGROUND:

Henry Lynch Road serves as an important collector roadway connecting residential neighborhoods, commercial areas, and employment centers in western Santa Fe. A collector roadway (also called a collector road or distributor road) is a type of road designed to move traffic from local streets to arterial roads, serving as a middle link between low-capacity neighborhood streets and high-capacity main roads. The existing roadway lacks critical multimodal infrastructure, including continuous sidewalks, dedicated bicycle facilities, adequate drainage, and modern intersection improvements. The corridor has experienced increasing traffic volumes as surrounding areas continue to develop, creating the need for a safer and more efficient transportation facility.

The Henry Lynch Road Reconstruction Project starts at Rufina Street and stretches to Agua Fria Street, and is designed to modernize the corridor and improve safety for motorists, bicyclists, and pedestrians.

The project includes:

- Construction of two 10-foot travel lanes;
- Construction of ADA-compliant sidewalks on both sides of the roadway;
- Construction of separated bicycle lanes;
- Installation of curb and gutter;
- Stormwater drainage improvements designed to reduce flooding and improve roadway resilience; and
- Construction of a modern roundabout at the intersection of Henry Lynch Road and Agua Fria Street.

The project supports the City's Complete Streets policies by improving accessibility and providing safe accommodations for all roadway users. It also advances the City's transportation, safety, and sustainability goals by creating a corridor that supports walking, bicycling, transit access, and efficient vehicle travel.

The New Mexico Department of Transportation has awarded funding through the Local Government Road Fund Program for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements. Under the Cooperative Agreement, NMDOT will provide \$214,251 (75%), while the City will provide the required local match of \$71,417 (25%). The City will also be responsible for any project costs that exceed the estimated project budget.

Approval of the attached resolution will authorize the City to participate in the Fiscal Year 2027 Local Government Road Fund Program, execute the Cooperative Agreement with NMDOT, and proceed with implementation of the Henry Lynch Road Reconstruction Project.

ATTACHMENTS:

Resolution
FIR

CITY OF SANTA FE, NEW MEXICO

RESOLUTION NO. 2026-__

INTRODUCED BY:

Councilor Jamie Cassutt

A RESOLUTION

**APPROVING THE CITY OF SANTA FE’S PARTICIPATION IN THE NEW MEXICO
DEPARTMENT OF TRANSPORTATION’S LOCAL GOVERNMENT ROAD FUND FOR
THE HENRY LYNCH ROAD RECONSTRUCTION PROJECT, CONTROL NO. L500689.**

WHEREAS, the City of Santa Fe (“City”) and the New Mexico Department of Transportation (“Department”) wish to enter into a cooperative grant agreement, (“Agreement”), included as Attachment A, Control No. L500689, under the Local Government Road Fund (“LGRF”) Program for a local road project (“Project”), the purpose of which is to plan, design, construct, reconstruct, rehabilitate pavement, manage construction, construct drainage systems and make improvements on Henry Lynch Road from Rufina Street to Agua Fria Street; and

WHEREAS, the Project is a joint and coordinated effort for which the parties each have authority or jurisdiction and the Agreement specifies and delineates the rights and duties of the parties; and

WHEREAS, this Resolution serves to assume ownership, liability, and maintenance responsibility for the Project scope, or related amenities, as required by the Agreement, attached as

Attachment A; and

WHEREAS, the total estimated Project cost is Two Hundred Eighty-Five Thousand Six Hundred Sixty-Eight Dollars (\$285,668), to be funded in proportional share by the parties hereto as follows:

1. The Department's share will be Seventy-Five Percent (75%), or Two Hundred Fourteen Thousand Two Hundred Fifty-One Dollars (\$214,251)
2. The City's share shall be Twenty-Five Percent (25%), or Seventy-One Thousand Four Hundred Seventeen Dollars (\$71,417); and

WHEREAS, the purpose of this project funding is for planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction project from Rufina Street to Agua Fria Street; and

WHEREAS, the City of Santa Fe shall pay all costs, which exceed the total project cost of \$285,668.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF SANTA FE determines, resolves, and orders as follows:

a. The project for this Cooperative Agreement is adopted and has a priority standing.

b. The Cooperative Agreement terminates on June 30, 2028, and the City of Santa Fe 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 the written agreement.

c. The person listed below, or their successor, is the Grantee's official representative shall have signature authority to bind the City of Santa Fe to the terms and conditions of this Cooperative Agreement,

Grantee: City of Santa Fe

1 Name: Michael Garcia

2 Title: Mayor

3 d. The person listed below, or their successor, shall have authority to request in writing and
4 secure extensions to the Cooperative Agreement on behalf of the City of Santa Fe in the manner
5 set forth by the Cooperative Agreement.:

6 Grantee: City of Santa Fe

7 Name: Romella Glorioso-Moss

8 Title: Capital Projects Manager

9 **BE IT FURTHER RESOLVED** by the City of Santa Fe to enter into Cooperative
10 Agreement for Project Control Number L500689 with the New Mexico Department of
11 Transportation for the LGRF Program for fiscal year 2027 for Agua Fria Street to Rufina Street/
12 Henry Lynch Road - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation,
13 Construction Management, Drainage and Miscellaneous Improvements within the control of City
14 of Santa Fe in the State of New Mexico.

15

16 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2026.

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MICHAEL J. GARCIA, MAYOR

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22 ATTEST:

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25 _____
GERALYN F. CARDENAS, CITY CLERK

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APPROVED AS TO FORM:

Marcos D. Martinez

Marcos D. Martinez (Aug 20, 2026 13:02:54 MDT)

MARCOS D. MARTINEZ, CITY ATTORNEY

Attachment A

Contract No. _____
Vendor No. 0000054360
Control No. HW2L500689

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Santa Fe** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L500689**, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is Two Hundred Eighty Five Thousand Six Hundred Sixty Eight Dollars and No Cents (**\$285,668**) to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$214,251	\$71,417	\$285,668
For the purpose stated above in Section 1.			
Total Project Cost			\$285,668

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 5 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 5 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

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 is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 5

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

City of Santa Fe

By: _____

Date: _____

Title: _____

Attest: _____

Name and Title

ATTEST:

GERALYN CARDENAS, CITY CLERK

Approved to form and legal sufficiency by:

KEVIN L. NAULT

[KEVIN L. NAULT \(Aug 10, 2026 09:52:25 MDT\)](#)
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

MONICA MAESTAS, FINANCE DIRECTOR

EXHIBIT A

Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT C
City of Santa Fe RESOLUTION

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **City of Santa Fe** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$285,668** to be funded in proportional share by the parties hereto as follows:

CN L500689 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$214,251	\$71,417	\$285,668

WHEREAS, the **City of Santa Fe** shall pay all costs, which exceed the total project cost of **\$285,668**.

NOW THEREFORE, be it resolved in official session that **City of Santa Fe** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **6/30/2028** and the **City of Santa Fe** 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 the written agreement.
- c. The agent of the **City of Santa Fe**, _____ (name or title), shall have signature authority to bind the **City of Santa Fe** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **City of Santa Fe** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **City of Santa Fe** to enter into Cooperative Agreement for Project Control Number **L500689** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **Agua Fria Street to Rufina Street/ Henry Lynch Road - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **City of Santa Fe** in the State of New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

(PRINTED NAME, POSITION)

DATE

EXHIBIT D

Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L500689

I, _____, in my capacity as _____ of
_____ do hereby certify with reference to the aforementioned
Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
____ a. have been relocated
____ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in A Policy on Geometric Design of Highways and Streets, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 a. 20 year pavement design; or
 b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT’S** minimum drainage criteria as referenced in the **DEPARTMENT’S Drainage Manual**.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT’S Drainage Policy and Administrative Memorandum** (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT’S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT’S Action Plan**, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT’S Action Plan**, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L500689

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L500689** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

City of Santa Fe

By: _____ Date: _____

Mayor

ATTEST:

By: _____ Date: _____

Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]

FISCAL IMPACT REPORT**General Information:**(Check) Bill: _____ Resolution: X Short Title(s): Approval of City's Participation in NMDOT's Local Government Road FundSponsor(s): Councilor Jamie CassuttReviewing Department(s): Public Works DepartmentStaff Completing FIR: Romella Glorioso-Moss Date: 08/07/2026 Phone: (505) 955-6623Reviewed by City Attorney: Marcos D. Martinez Date: 08/20/2026
Marcos D. Martinez (Aug 20, 2026 13:02:54 MDT)Reviewed by Finance Director: Monica M... Date: 08/20/2026**Summary:**

The resolution requests approval for the City of Santa Fe to participate in the New Mexico Department of Transportation (NMDOT) Local Government Road Fund (LGRF) Program for Fiscal Year 2027. Approval of this resolution authorizes the City to enter into a Cooperative Agreement with NMDOT for Project Control Number L500689 to fund the planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction and Roundabout project from Rufina Street to Agua Fria Street. The total estimated project cost is \$285,668, with 75% (\$214,251) funded through the NMDOT Local Government Road Fund Program and the required 25% local match (\$71,417), provided by the City of Santa Fe.

Departments Affected:

Public Works Department.

Consequences of Not Enacting Legislation:

If the resolution is not approved, the City will be unable to enter into the Cooperative Agreement with the New Mexico Department of Transportation and will forfeit \$214,251 in LGF Program assistance. As a result, the reconstruction of the Henry Lynch Road from Rufina St to Agua Fria Street may be delayed or postponed until alternative funding is secured. Delaying the project will postpone planned safety, accessibility, drainage, and multimodal transportation improvements along the Henry Lynch Road corridor.

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

The Governing Body will be approving the agreement through a separate action.

Performance and Administrative Implications:

Approval of the resolution authorizes the City to enter into a Cooperative Agreement with the NMDOT for the LGRF Program. The Public Works Department, through the Complete Streets Division, will administer the grant, oversee project implementation, ensure compliance with the Cooperative Agreement, and coordinate with NMDOT throughout project delivery.

Fiscal Implications:

The total estimated project cost is \$285,668. NMDOT will provide \$214,251 (75%) through the Local Government Road Fund Program, and the City will provide the required local match of \$71,417 (25%).

Fiscal Impact

_____ 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 Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ <u>71,417</u>	<u>Y</u>	<u>NR</u>	<u>Road</u> <u>Impact Fees</u>	
<u>Contractual/ Professional Services</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

The total project expenditure of \$285,668 will be used for the planning, design, construction, reconstruction, pavement rehabilitation, construction management, drainage and miscellaneous improvements of the Henry Lynch Road Reconstruction and Roundabout project from Rufina Street to Agua Fria Street. The project will be funded through a combination of state and local funds. NMDOT will provide \$214,251 (75%) through the Fiscal Year 2027's Local LGRF Program. The City of Santa Fe will provide the required local match of \$71,417 (25%) through road impact fees.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ <u>214,251</u>	<u>NR</u>	<u>NMDOT</u>
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ <u>=</u>	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

The project will be funded through a combination of state and local funds. The New Mexico Department of Transportation (NMDOT) will provide \$214,251 (75%) through the Fiscal Year 2027 Local Government Road Fund (LGRF) Program. The City of Santa Fe will provide the required local match of \$71,417 (25%) through road impact fees.

Signature: *Romella Florioso-Moss*

Email: rsglorioso-moss@santafenm.gov

Signature:

Email: jsburnett@santafenm.gov

Signature:

Email: mpesquibel@santafenm.gov