



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** March 11, 2026

**TO:** Finance Committee, Public Works and Utilities, and Governing Body

**FROM:** Jimmy Gunn, Interim Airport Director *JG*  
JG

**VIA:** Paulette Ortiz, Grant Administrator

**ITEM AND ISSUE:**

Ratification due to mayor pre- signing this amendment. Request For Approval of Amendment #1 to the New Mexico Department of Transportation Aviation Division grant # SAF-25-03 in the Amount of \$61,933 for the reconstruction of the Terminal Apron.

1. Ratification due to mayor pre-signing this amendment. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$1,296,856 to Increase WIP Construction Fund Using NMDOT Funding for the Reconstruction of the Terminal Apron.

(Jimmy Gunn, Interim Airport Director, [jgunn@santafenm.gov](mailto:jgunn@santafenm.gov); Paulette Ortiz, Administrative Grant Administrator, [pkortiz@santafenm.gov](mailto:pkortiz@santafenm.gov))

**BACKGROUND AND SUMMARY:**

The Department of Transportation has issued an amendment to Grant SAF 25-03. Grant SAF 25-03 was approved by the City of Santa Fe Governing Body on ~~December 07, 2024~~ for \$1,234,923. The amended grant is for an additional \$61,933 making the total amount \$1,296,856. This grant will be used for the reconstruction of the Terminal Apron.

January 29, 2025

**ACTION:**

Ratification due to mayor pre-signing this amendment. Approval to accept Amendment #1 to the NMDOT Aviation Grant SAF-25-03 in the amount of \$1,234,923 and Approval of a BAR increase in the amount of \$61,933.

**COMMITTEE REVIEW:**

Finance Committee: 3/23/2026  
 Public Works and Utilities: 3/30/2026  
 Governing Body: 4/7/2026

Grants Manager

*Erika Lujan*  
 ERIKA LUJAN, Mar 13, 2026 12:23:54 MDT

Mar 13, 2026



# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form




Date of Request: 3/5/26 **UPDATED-AMEND 1**

Project Title: TERMINAL APRON RECONSTRUCTION

Project Type:  CIP  Grant  Internal Tracking

Department: PW-AIRPORT Project Manager: K.BYNON Ext: 2909

Project Date Range: 9/16/24 to 9/16/28  Create Fixed Asset

Project ID: AIR2554506  
Grant ID: F2516 & S2552  
Approved By:  Mar 5, 2026  
CK (Finance Use Only)

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

Funding Source: FED FAA #65 % of Funding: Up to 93.75%

MUNIS ORG: 5450407 MUNIS OBJ: 490550 Awarded Amount: 6089700.00

Funding Source: STATE NMDOTAD SAF ~~25-03~~ A1 % of Funding: 16.55%

MUNIS ORG: 5450407 MUNIS OBJ: 490150 Awarded Amount: 1296856.00

#### 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: 5450407 MUNIS OBJ: 572970

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

Grantor Name: USDOTFAA #65 Expires 9/16/2028 Awarded Amount: 6089700.00

AR Charge Code: 5450407.490550  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700029 Federal CFDA (if applicable): 20.106

Grantor Name: NMDOTAD-SAF ~~25-03~~ A1 **INCREASED AMOUNT** Awarded Amount: 1296856.00

AR Charge Code: 5450407.490150 Expires 12/10/2026  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700000 Federal CFDA (if applicable): N/A

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



Project No.

SAF-25-03-01

Contract No.

AVA1644

Vendor No.

0000054360

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the CITY OF SANTA FE, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

- 1. The State funding under Section 1, of the original agreement is deleted and replaced with the following:

\$1,296,856

- 2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B

- 3. The State contribution stated in Exhibit B is

\$1,296,856

- 4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

Signed by:

Jessi Litz-Powder

By: B33A2037D7114CA...

03/04/26

Date:

New Mexico Department of Transportation Cabinet Secretary

DocuSigned by:

David Quintana

By: C83920AB3826474...

03/07/26

Date:

SPONSOR

Signed by:

Michael Garin

By: 2861766DC8074A7...

03/03/26

Date:

Approved as to form and legal sufficiency

Signed by:

John Howell

By: John Howell, Acting General Counsel, C750CEC1625D488...

Assistant

03/03/26

Date:





# City of Santa Fe

200 Lincoln Ave, Santa Fe, NM 87501 | santafenm.gov

DATE: February 5, 2026  
TO: Jane Lucero, Airport Development Administrator-NMDOTAD  
VIA: Jimmy Gunn, Interim Airport Director  
From: Paulette Ortiz, Grant Administrator

This memo serves as a formal request to amend grant 25-03 which was granted to the Santa Fe Regional Airport in the amount of \$1,234,923 to provide funding for the reconstruction of the Terminal Apron at SAF. This grant has a \$6,089,700 match issued by the FAA.

SAF is requesting to have 25-03 amended to include an additional \$61,405 for reconstruction of the terminal apron's unanticipated cost.

Thank you,

  
Jimmy Gunn, Interim Airport Director

jdgunn@santafenm.gov

## SPONSORS BUDGET ANALYSIS

LOCATION	Santa Fe Regional (SAF)
AIP PROJECT NUMBER	3-35-0037-065-2024

LAND ACQUISITION	\$
CONSTRUCTION	7,511,993
ENGINEERING	89,684
ADMINISTRATIVE	-
INSPECTION	234,381
TESTING	-
EQUIPMENT	-
OTHER (SPECIFY) Flgt Check	-
Program Management (if applicable)	-
<b>TOTAL</b>	<b>\$ 7,836,058</b>

**REMARKS:**

Terminal Apron Reconstruction

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		Existing Grants	Additional Request
PROJECT COSTS:	\$	7,836,058	7,461,837
FAA share (81.61127%, Grant 65)	\$	6,395,107	6,089,700
State Share (16.55%)	\$	1,296,856	1234923
City Share (1.84%)	\$	144,095	137214

A-1330

Updated:07/2023

Aviation

# NEW MEXICO DEPARTMENT OF TRANSPORTATION

## Aviation Grant Agreement Form



Date

Nov 27, 2024

Project Location

SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor

SANTA FE, CITY OF

Address

PO BOX 909

City

SANTA FE

NM

Zip Code

87504

Participation

FAA

Funding Breakdown

Contract No. AVA1644

Project No.

SAF-25-03

Vendor No.

0000054360

Expiration Date 12/10/2026

Purchase Order No: \_\_\_\_\_

0000411088

## AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

**Now Therefore**, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

Reconstruct Apron Terminal, Reconstruct Perimeter Fencing, Construct/Extend Safety Area 15/33, Install Runway Signage/Markings 15/33

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State	Sponsor	Other	Total			
\$	1,234,923	\$	137,214	\$	6,089,700	\$	7,461,837

**2. The Sponsor Shall:**

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

### **3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

### **4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

### **5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

### **6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

### **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

### **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

### **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

### **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

#### **12. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) 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.

#### **13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, 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.* 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.

#### **14. Scope of Agreement.**

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

#### **15. Terms of this Agreement.**

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

#### **16. 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 shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**17. Appropriations and Authorizations of State and Federal Funds.**

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

**18. Severability.**

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

**19. 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, Section 38-3-1(G).

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division  
3501 Access Rd C.  
Albuquerque, NM 87106  
General Office: (505) 795-1401  
Fax: (505) 244-1790  
E-mail: Aviation.Division@dot.nm.gov

Name

Title

Sponsor

Address

City  NM Zip Code

Office Phone  Fax

E-Mail

**21. Amendment.**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

DocuSigned by:  
By: Ricky Serna Date: 12/10/24  
5040E8A6255842F...  
Cabinet Secretary or Designee

Recommended by:

DocuSigned by:  
By: Pedro Rael Date: 12/07/24  
C6675C3241D3468...  
Aviation Division Director  
or Designee

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

Signed by:  
By: John Newell Date: 12/06/24  
John Newell  
Assistant General Counsel  
C750CEC1625D488...

**SPONSOR**

Print Name: Alan webber

Signed by:  
By: Alan Webber Date: 12/06/24  
160E64737EC8453...

Title: Mayor

**IN WITNESS WHEREOF**, the City of Santa Fe has executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

\_\_\_\_\_  
MICHAEL GARCIA, MAYOR

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
GERALYN CARDENAS, CITY CLERK

CITY ATTORNEY'S OFFICE:

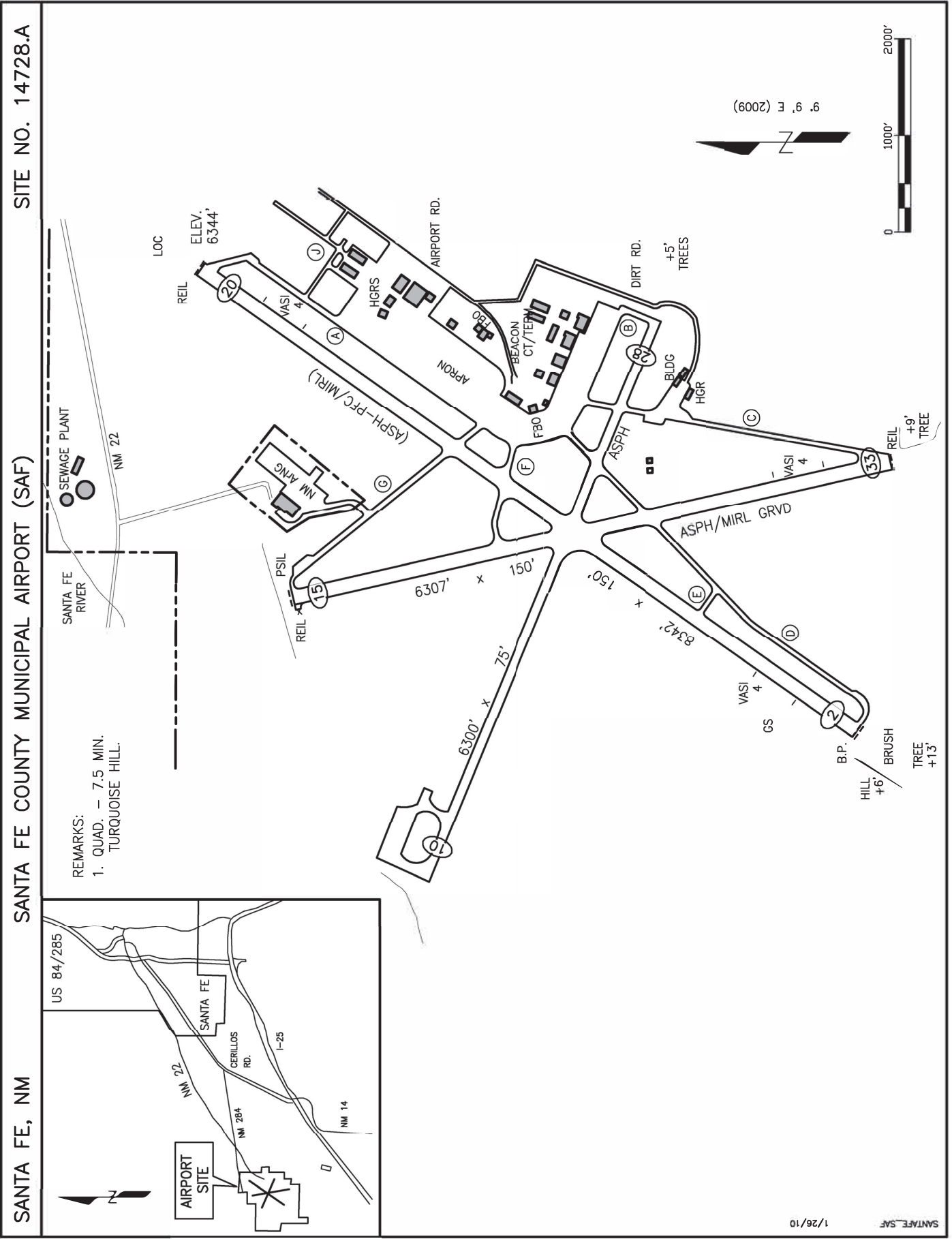
*Kevin L. Nault*  
\_\_\_\_\_  
[Kevin L. Nault \(Mar 13, 2026 10:41:19 MDT\)](#)  
KEVIN NAULT, ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

*Andrea Phillips* Mar 16, 2026  
\_\_\_\_\_  
[ANDREA PHILLIPS \(Mar 16, 2026 10:05:11 MDT\)](#)  
ANDREA PHILLIPS, INTERIM FINANCE DIRECTOR

# EXHIBIT A

DocuSign Envelope ID: 29371E81-45B5-476B-AD60-577126368E0A



**Santa Fe Muncipal**

**EXHIBIT B  
PLEASE OMIT CENTS**

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS REQUESTED	SPONSOR FUNDS	OTHER FUNDS (FAA)
1		\$7,461,837	\$1,234,923	\$ 137,214	\$ 6,089,700
		\$0	\$0	\$ 0	\$ 0
		\$0	\$0	\$ 0	\$ 0
		\$0	\$0	\$ 0	\$ 0
		\$0	\$0	\$ 0	\$ 0
		\$0	\$0	\$ 0	\$ 0
		\$0	\$0	\$ 0	\$ 0
		\$0	\$0	\$ 0	\$ 0
		\$0	\$0	\$ 0	\$ 0
	<b>TOTALS</b>	\$ 7,461,837	\$1,234,923	\$ 137,214	\$ 6,089,700

## Certificate Of Completion

Envelope Id: 333965B7-9505-4F8B-B00A-AD016DF93254

Status: Completed

Subject: Complete with Docusign: SAF-25-03 - RECONSTRUCT TERMINAL APRON - AMENDMENT 1.pdf

Source Envelope:

Document Pages: 13

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 0

Jane M. Lucero A.A.E. AICP

AutoNav: Enabled

1120 Cerrillos Rd.

Envelopeld Stamping: Enabled

Santa Fe, NM 87505

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

jane.lucero@dot.nm.gov

IP Address: 164.64.74.26

## Record Tracking

Status: Original

Holder: Jane M. Lucero A.A.E. AICP

Location: DocuSign

2/18/2026 9:13:46 AM

jane.lucero@dot.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Transportation

Location: Docusign

## Signer Events

## Signature

## Timestamp

John Newell

Signed by:



John Newell  
Acting General Counsel  
C750CEC1625D488...

Sent: 2/18/2026 9:24:27 AM

johnp.newell@dot.nm.gov

Viewed: 3/3/2026 12:38:08 PM

Acting General Counsel

Signed: 3/3/2026 12:40:03 PM

NMDOT

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication  
(None)

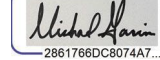
Using IP Address: 164.64.74.20

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

Michael Garcia

Signed by:



Michael Garcia  
2861766DC8074A7...

Sent: 3/3/2026 12:40:05 PM

mjgarcia@santafenm.gov

Viewed: 3/3/2026 10:00:07 PM

Mayor

Signed: 3/3/2026 10:00:35 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Uploaded Signature Image

Using IP Address: 75.161.75.176

Signed using mobile

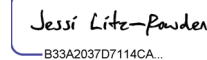
## Electronic Record and Signature Disclosure:

Accepted: 3/3/2026 10:00:07 PM

ID: 7cd26917-0125-4b72-955f-b3b107747a64

Jessi Litz-Rowden

Signed by:



Jessi Litz-Rowden  
B33A2037D7114CA...

Sent: 3/3/2026 10:00:39 PM

jessi.litz-rowden@dot.nm.gov

Viewed: 3/4/2026 8:23:06 AM

Director of Aviation Division

Signed: 3/4/2026 8:23:19 AM

NMDOT

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication  
(None)

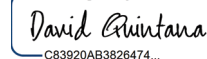
Using IP Address: 164.64.74.26

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Quintana

DocuSigned by:



David Quintana  
C83920AB3826474...

Sent: 3/4/2026 8:23:21 AM

David.Quintana@dot.nm.gov

Resent: 3/4/2026 7:06:11 PM

Chief Engineer

Viewed: 3/5/2026 11:18:49 AM

NMDOT

Signed: 3/7/2026 6:45:55 AM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address:

2601:8c3:8601:f580:9196:15f0:6d96:269b

Signed using mobile

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
Christina Lucero Christina.Lucero3@dot.nm.gov Purchasing Agent - A NMDOT Security Level: Email, Account Authentication (None), Login with SSO <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/7/2026 6:45:57 AM Viewed: 3/10/2026 8:02:32 AM
Paulette Ortiz pkortiz@santafenm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/7/2026 6:45:58 AM
Jimmy Gunn jdgunn@santafenm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/7/2026 6:45:59 AM
James Garduno jdgarduno@santafenm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/7/2026 6:46:00 AM
Matthew Bonifer mtbonifer@santafenm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/7/2026 6:46:00 AM
Kevin Nault klnault@santafenm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 8/6/2024 8:20:07 AM ID: 1defca10-114d-4980-882c-3621dc2a5eb4	<b>COPIED</b>	Sent: 3/7/2026 6:46:01 AM
Kelly Bynon kabynon@santafenm.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>COPIED</b>	Sent: 3/7/2026 6:46:02 AM

Carbon Copy Events	Status	Timestamp
Dan Moran Dan.Moran@dot.nm.gov Manager NMDOT Security Level: Email, Account Authentication (None)	<div style="border: 1px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div>	Sent: 3/7/2026 6:46:03 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/18/2026 9:24:27 AM
Envelope Updated	Security Checked	3/4/2026 7:06:10 PM
Envelope Updated	Security Checked	3/4/2026 7:06:10 PM
Certified Delivered	Security Checked	3/5/2026 11:18:49 AM
Signing Complete	Security Checked	3/7/2026 6:45:55 AM
Completed	Security Checked	3/7/2026 6:46:03 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact New Mexico Department of Transportation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov)

### **To advise New Mexico Department of Transportation of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from New Mexico Department of Transportation**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [Daniel.Garcia@doit.nm.gov](mailto:Daniel.Garcia@doit.nm.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with New Mexico Department of Transportation**

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

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

**Signature:** 

**Email:** [jgunn@santafenm.gov](mailto:jgunn@santafenm.gov)



# City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909  
www.santafenm.gov

*Alan Webber, Mayor*

Councilors:  
Signe I. Lindell, Mayor Pro Tem, District 1  
Alma G. Castro, District 1  
Michael J. Garcia, District 2  
Carol Romero-Wirth, District 2  
Lee Garcia, District 3  
Pilar F.H. Faulkner, District 3  
Jamie Cassutt, District 4  
Amanda Chavez, District 4

**DATE:** December 27, 2024  
**TO:** Finance Committee, Public Works and Utilities, and Governing Body  
**FROM:** James Harris, Airport Manager *Jeh*  
**VIA:** Kelly Bynon, Administrative Manager *Kelly Bynon*

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## ITEM AND ISSUE:

Request For Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-25-03 in the Amount of \$1,234,923 for the Reconstruction of the Terminal Apron.

1. Request For Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$1,372,167 to Increase WIP Design and WIP Construction using New Mexico Department of Transportation Aviation Division Funding for the Reconstruction of the Terminal Apron.

(James Harris, Airport Manager, [jcharris@santafenm.gov](mailto:jcharris@santafenm.gov); Kelly Bynon, Administrative Manager, [kabynon@santafenm.gov](mailto:kabynon@santafenm.gov))

## BACKGROUND AND SUMMARY:

The New Mexico Department of Transportation Aviation Division has awarded Grant # SAF-25-03 in the Amount of \$1,234,923 for the Reconstruction of the Terminal Apron. This state grant is a matching grant to FAA grant #3-35-0037-065-2024 that has already been accepted by Governing Body.

## ACTION:

Approval to Accept the New Mexico Department of Transportation Aviation Division Grant # SAF-25-03 in the Amount of \$1,234,923 for the North Apron Reconstruction Project.

1. Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$1,372,167 to Increase WIP Design and WIP Construction using New Mexico Department of Transportation Aviation Division Funding for the North Apron Reconstruction Project.

## COMMITTEE REVIEW:

Public Works & Utilities: 01/06/2025  
Finance Committee: 01/13/2025  
Governing Body: 01/15/2025



A-1330

Updated:07/2023

Aviation

# NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form

Item #25-0035



Date

Nov 27, 2024

Project Location

SAF - SANTA FE MUNICIPAL AIRPORT

Sponsor

SANTA FE, CITY OF

Address

PO BOX 909

City

SANTA FE

NM

Zip Code

87504

Participation

FAA

Funding Breakdown

Contract No. \_\_\_\_\_

Project No.

SAF-25-03

Vendor No.

0000054360

Expiration Date \_\_\_\_\_

Purchase Order No: \_\_\_\_\_

## AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

**Now Therefore**, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

**1. Purpose.**

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

Reconstruct Apron Terminal, Reconstruct Perimeter Fencing, Construct/Extend Safety Area 15/33, Install Runway Signage/Markings 15/33

- b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.
- c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

	State	Sponsor	Other	Total			
\$	1,234,923	\$	137,214	\$	6,089,700	\$	7,461,837

**2. The Sponsor Shall:**

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

### **3. The Department Shall:**

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

### **4. Both Parties Agree:**

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

### **5. Method of Payment - Reimbursement.**

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

### **6. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

### **8. Termination for Cause.**

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

### **9. Disposition of Property.**

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

### **10. Representations and Certification.**

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

### **11. Assurances.**

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

### **12. Third Party Beneficiaries.**

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) 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.

### **13. New Mexico Tort Claims Act.**

As between the Department and the Sponsor, 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.* 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.

### **14. Scope of Agreement.**

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

### **15. Terms of this Agreement.**

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

### **16. 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 shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

**17. Appropriations and Authorizations of State and Federal Funds.**

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

**18. Severability.**

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

**19. 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, Section 38-3-1(G).

**20. Principal Contacts and Notices.**

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division  
3501 Access Rd C.  
Albuquerque, NM 87106  
General Office: (505) 795-1401  
Fax: (505) 244-1790  
E-mail: Aviation.Division@dot.nm.gov

Name	JAMES HARRIS		
Title	AIRPORT DIRECTOR		
Sponsor	SANTA FE, CITY OF		
Address	PO BOX 909		
City	SANTA FE	NM	Zip Code 87504
Office Phone		Fax	
E-Mail			

**21. Amendment.**

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

**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: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

Recommended by:

By: \_\_\_\_\_  
Aviation Division Director  
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: \_\_\_\_\_

**SPONSOR**

Print Name: Alan Webber

By:  \_\_\_\_\_  
Alan Webber (Mar 17, 2025 18:23 MDT)

Date: Mar 17, 2025

Title: Mayor




**Santa Fe Muncipal**

**EXHIBIT B  
PLEASE OMIT CENTS**

ITEM NO.	ITEM OF WORK AND DESCRIPTION	TOTAL ESTIMATED COSTS	STATE FUNDS REQUESTED	SPONSOR FUNDS	OTHER FUNDS (FAA)
1		\$7,461,837	\$1,234,923	\$ 137,214	\$ 6,089,700
		\$ 0	\$ 0	\$ 0	\$ 0
		\$ 0	\$ 0	\$ 0	\$ 0
		\$ 0	\$ 0	\$ 0	\$ 0
		\$ 0	\$ 0	\$ 0	\$ 0
		\$ 0	\$ 0	\$ 0	\$ 0
		\$ 0	\$ 0	\$ 0	\$ 0
		\$ 0	\$ 0	\$ 0	\$ 0
		\$ 0	\$ 0	\$ 0	\$ 0
	<b>TOTALS</b>	\$ 7,461,837	\$1,234,923	\$ 137,214	\$ 6,089,700

IN WITNESS WHEREOF, the parties have agreed to this Grant Agreement as of the date when it is executed by the parties, whichever signature occurs last.

CITY OF SANTA FE:

  
Alan Webber (Mar 17, 2025 18:23 MDT)

ALAN WEBBER, MAYOR

DATE: Mar 17, 2025


ATTEST:

  
ANDREA SALAZAR (Mar 17, 2025 18:38 MDT)

ANDRÉA SALAZAR, CITY CLERK *xiv*


GB MTG 01-29-25

CITY ATTORNEY'S OFFICE:

  
Kevin L. Nault (Dec 20, 2024 09:23 MST)

ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

**Signature:** XAVIER VIGIL  
XAVIER VIGIL (Mar 17, 2025 16:02 MDT)

**Email:** xivigil@santafenm.gov










# 25-0035 New Mexico Department of Transportation Aviation Division

Final Audit Report

2025-03-18

Created:	2025-03-17
By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAEq6P96v_s0fEaiS3pED22j5j-INp2lb

## "25-0035 New Mexico Department of Transportation Aviation Division" History

-  Document created by XAVIER VIGIL (xivigil@santafenm.gov)  
2025-03-17 - 9:57:46 PM GMT- IP address: 63.232.20.2
-  Document e-signed by XAVIER VIGIL (xivigil@santafenm.gov)  
Signature Date: 2025-03-17 - 10:02:16 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature  
2025-03-17 - 10:02:17 PM GMT
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