

**STATE OF NEW MEXICO
OFFICE OF BROADBAND ACCESS AND EXPANSION**

**AGREEMENT #: GWEP-24-011
AMENDMENT #: 2**

THIS AMENDMENT is made by and between the **State of New Mexico, Office of Broadband Access and Expansion**, administratively attached to the **Department of Information Technology**, and **City of Raton**, hereinafter referred to as the “**Grantee**,” and collectively referred to as the “**Parties**.”

WHEREAS the Parties initially executed Grant Writing, Engineering, and Planning Grant Agreement Number: GWEP-24-011 on August 21, 2024.

WHEREAS, the Parties executed Amendment 1 to Grant Writing, Engineering, and Planning Grant Agreement Number: GWEP-24-011 on January 2, 2025.

WHEREAS, the Grantee has requested to amend Exhibit A – Scope of Work to more accurately reflect the work that it wishes to accomplish with its Grant Writing, Engineering, and Planning Grant.

WHEREAS, pursuant to the Subsection 63 of Section 5 of the General Appropriation Act of 2025, the expenditure authority for the Connect New Mexico Fund was extended through June 30, 2026.

The purpose of this Amendment is to amend Exhibit A – Scope of Work.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED GRANT AGREEMENT ARE AMENDED AS FOLLOWS:

ARTICLE 2 – CONTRACT DOCUMENTS

- A. Contract Documents. The “**Contract Documents**” consist of this Agreement, any amendments to this Agreement executed in writing by the Parties, and the following exhibits, each of which is incorporated into this Agreement as though fully set forth herein:
 - 1. Scope of Work as described in Article 6 of this Agreement (**Exhibit A**)
 - 2. Request for Reimbursement (**Exhibit B**)

- B. Precedence. In the case of dispute or ambiguity arising between any of the Contract Documents, the terms and conditions set forth in the main body of this Agreement and its amendments shall take precedence.

ARTICLE 3 – GRANT AMOUNT AND USES; AVAILABILITY OF GRANT FUNDS

- A. Grant Amount. Subject to the terms of this Agreement, the Department hereby awards exclusively to Grantee a sum not to exceed \$100,000 (the “**Grant**” or “**Grant Amount**”) to be used for the purposes of funding the GWEP project described in the Scope of Work attached as **Exhibit A** to this Agreement (the “**Project**”). The Grant Amount is to be used only for approved eligible costs used to obtain professional services as specified in the Scope of Work. Grantee certifies that any Project costs funded by the Grant shall not subject to reimbursement by any other state or federal funding source.
- B. Eligible Expenses. Eligible expenses for the Project shall be determined in accordance with the accounting principles identified in §2.20.5 NMAC, and may only be used to cover expenses incurred during the period of performance and for allowable closeout costs incurred during the grant closeout process. The Grant shall not be used for research and development (R&D), or indirect costs. A non-exhaustive list of eligible expenses includes:
1. Direct costs related to grant-writing for broadband infrastructure projects;
 2. Architectural and engineering design for broadband infrastructure projects;
 3. Costs related to the planning of broadband-infrastructure projects; and
 4. Costs associated with obtaining professional services for grant-writing, engineering, or planning of a broadband-infrastructure project.
- C. Ineligible Expenses. The following non-exhaustive list of expenditures are not eligible uses of the Grant:
1. Equipment or supplies;
 2. Salaries or benefits for City of Raton staff;
 3. Operations and maintenance costs;
 4. Payment of interest or principal on outstanding debt instruments, or other debt service costs;
 5. Fees or issuance costs associated with the issuance of new debt;
 6. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding;
 7. To support or oppose collective bargaining;
 8. Any expense for which Grantee receives other federal or state funding or reimbursement;
 9. Expenditures related to land buildings, structures, improvements, or equipment; and
 10. Expenditures for any deliverable acquired from a contractor or other third party operating on Grantee’s behalf to the extent such deliverable was not procured by Grantee in compliance with the procurement standards set forth in Article 3(E) of this Agreement.

- D. Availability of Grant Funds. Notwithstanding anything in this Agreement to the contrary, all obligations of the State of New Mexico hereunder, including, without limitation, the disbursement of Grant funds pursuant to this Agreement, are contingent upon continued appropriation of those funds by the New Mexico State Legislature, and in no event shall the State of New Mexico be liable for any payments or disbursements hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those Award funds, the State of New Mexico shall have the right to authorize the withholding of payment until such Award funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving Grantee written notice of such termination.
- E. Procurement. Grantee's procurement of all services under this Agreement must conform to the applicable procurement standards set forth in New Mexico Procurement Code, §§ 13-1-28 – 13-1-199. NMSA 1978, §1.4.1 NMAC, and § 1.12.21 NMAC.
- F. Overbudget. Grantee is responsible for performing to completion the entire Scope of Work even if the total actual expenditures exceed the amount of the grant, and Grantee solely assumes any financial risk the Project may come in over budget.

ARTICLE 6 – SCOPE OF WORK

Grantee's Scope of Work, including all supporting documents (except for Grantee's audited financial statements and *pro forma* financials) and any written modifications or reports resulting from the review by the Office of Broadband (collectively "**Scope of Work,**" attached hereto as **Exhibit A**), are incorporated into this Agreement by reference and the representations made therein are binding upon Grantee. Grantee shall engage in activities as set forth in the Scope of Work, and any changes to the Scope of Work must be approved in writing by the Office of Broadband based upon Grantee's submission of the completed template to be published by the Office of Broadband for the purpose of requesting such changes to the Scope of Work. In considering a change request by Grantee, the Office of Broadband may consider mitigating factors not caused by Grantee and/or outside Grantee's control. Any failure by Grantee to seek approval prior to making any change to the Scope of Work may be grounds for Project suspension or termination of this Agreement.

All other articles and deliverables of the original agreement remain the same.

IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date of execution by the final signatory.

GRANTEE

By: ^{Signed by:} Richard Mestas 10/7/2025
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 Richard D. Mestas Date
 City Manager

DEPARTMENT OF INFORMATION TECHNOLOGY AND OFFICE OF BROADBAND ACCESS AND EXPANSION

By: ^{Signed by:} Jeff Lopez 10/9/2025
9E75E32E1840434... _____
 Jeff Lopez Date
 Director
 Office of Broadband Access and Expansion

Approved for Financial Sufficiency:

By: ^{Signed by:} Silvia O. Rodarte 10/9/2025
48D77CF4A2904B1... _____
 Silvia Rodarte Date
 Chief Financial Officer
 Office of Broadband Access and Expansion and
 Department of Information Technology

Approved for Legal Sufficiency:

By: ^{DocuSigned by:} Cassandra Brulotte 10/7/2025
C0140201B6F94E1... _____
 Cass Brulotte Date
 General Counsel
 Office of Broadband Access and Expansion

Scope of Work

Grant Writing, Engineering and Planning (GWEP) Assistance Grant – City of Raton, GWEP-24-011

1. Project Title:

“Grant Writing, Engineering, and Planning – City of Raton”

2. Purpose(s) of Grant Award:

- Grant Writing
- Engineering
- Planning (e.g. network design)

3. Award Amount: \$100,000

4. Description of Proposed Broadband Project:

With major broadband expansion underway, fiber-to-the-home (FTTH) service will soon reach the City of Raton’s unserved areas. Resound Networks and Baca Valley are both advancing coverage projects supported by the Connect NM program, combining fiber and fixed-point wireless solutions to ensure that 100% of Raton has reliable access to broadband at or above national standards. The City of Raton requests planning and engineering funds to ensure that broadband adoption keeps pace with deployment. The scope includes:

Community Wi-Fi Planning

- a. Develop a feasibility and engineering study for a free public Wi-Fi network in the downtown corridor.
- b. Identify strategic access points to support residents, visitors, and businesses.
- c. Conduct cost-benefit and sustainability analysis.

Planning for Future Development Sites

- a. Support engineering and planning work for broadband integration at projected housing and industrial development sites.

- b. Ensure broadband is embedded as a central component of future site planning, including connectivity options that make new developments competitive.

El Raton Media Works & Education Connectivity

- a. Plan and engineer fiber connectivity and network configuration to support training and workforce development at El Raton Media Works.
- b. Design a secure mesh network within a school environment so that classrooms, labs, and community-access areas are fully connected.
- c. Include appropriate network security so public use can occur safely alongside educational programming.

Broadband Adoption Planning

- a. Research barriers to adoption and develop a strategy to increase awareness, affordability, and digital readiness.
- b. Outline training and awareness programs for basic internet use, workforce productivity tools, and senior-friendly technology adoption.

Grant Writing and Future Planning

- a. Fund preparation of competitive proposals to access additional federal and state resources to continue broadband adoption and digital skills work.
- b. Develop a sustainability framework for long-term programming.

Budget (Planning and Engineering Only)

| Category | Estimated Cost | Description |
|---|----------------|--|
| Grant Writing & Planning | \$10,000 | Consultant fees for future broadband adoption and access funding proposals |
| Community Wi-Fi Feasibility & Engineering | \$30,000 | Research and design of downtown public Wi-Fi network |
| Broadband Adoption Research & Planning | \$25,000 | Surveys, data analysis, and strategy development |

| | | |
|--|-----------|--|
| Housing & Industrial Site Planning | \$20,000 | Engineering and planning for broadband integration into future development sites |
| El Raton Media Works Connectivity Plan | \$15,000 | Fiber, mesh network, and school-secure design planning |
| Total Request | \$100,000 | Planning, engineering, and grant development only |

Expected Outcomes

- Ensure broadband adoption planning keeps pace with infrastructure expansion.
- Provide engineering studies for community Wi-Fi, housing, industrial, and educational connectivity projects.
- Position Raton to secure larger implementation grants for digital access initiatives.
- Support long-term community growth by embedding broadband into housing, industrial development, education, and workforce training plans.

Long-Term Impact

By investing in planning and engineering today, Raton can make certain that broadband infrastructure translates into meaningful access for residents, businesses, schools, and visitors. These efforts will support workforce development, economic growth, housing, and industrial competitiveness, and improve quality of life.

5. Timeline

Project(s) are required to be completed by 6/30/2026 from the period of performance start date.

6. Reimbursements

The awardee may submit reimbursement requests monthly or quarterly until the awarded amount is exhausted. All reimbursement requests must be submitted no later than June 30, 2026.