

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE REGENTS OF NEW MEXICO INSTITUTE OF MINING AND TECHNOLOGY
AND
THE STATE OF NEW MEXICO
OFFICE OF BROADBAND ACCESS AND EXPANSION**

Agreement No. SEN-26-010

THIS MEMORANDUM OF AGREEMENT (“Agreement”) is made and entered into by and between the **Office of Broadband Access and Expansion (“OBAE”)**, a New Mexico state agency located at 715 Alta Vista Street, Santa Fe, New Mexico, 87502, and the **Regents of New Mexico Institute of Mining and Technology (“Institution”)**, a public university of the State of New Mexico, located at 801 Leroy Place, Socorro, New Mexico, 87801 (each individually, “Party,” and collectively, “Parties”).

RECITALS

- A.** The OBAE is the agency for the State of New Mexico that is charged with increasing broadband connectivity for New Mexicans.
- B.** Section 63-9J-6 NMSA 1978 directs the OBAE to develop guidelines for a statewide education technology infrastructure network (“SEN”) that integrates regional hub locations for network services and the installation and maintenance of equipment necessary for education in New Mexico and allowing the OBAE to fund a SEN in accordance with its guidelines.
- C.** The OBAE is responsible for managing all SEN-related activities to include the administration of all agreements, procurements, and finances.
- D.** The Institution’s datacenter has been identified as a facility that can be used as a backbone node, aggregation facility for the SEN to expand broadband, by specifically providing colocation services for the geographic location in the state. The Institution was selected due to its strategic location, infrastructure already in place, ongoing collaboration with K12 in the regions and the broadband expertise of the personnel available at the site.
- E.** The Institution has agreed to provide its datacenter as an aggregation facility to house certain infrastructure and equipment required to support the SEN.
- F.** Funding is available for the one-time upgrade costs through OBAE capital funds to improve the facilities and infrastructure for the SEN and for colocation purposes.
- G.** The Parties agree to host and support the SEN which will address a more cohesive, equitable, and effective broadband system in New Mexico for students and educators.

- H. The Institution will also benefit from the upgraded infrastructure and may experience benefits from the increased collaboration between HigherEd and K12.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. **EFFECTIVE DATE.** This Agreement shall be effective upon the last signature by and approval of the Parties. This Agreement shall remain in effect until June 30, 2027, unless renewed by all parties or terminated by a Party upon ninety (90) days written notice to the other Parties or in accordance with Section 3 below.
2. **SCOPE OF WORK.** The Institution shall provide the services as set forth in the Scope of Work, which is attached hereto as Exhibit A, and Appendices A through F.
3. **TERMINATION OF AGREEMENT.** This MOA may be terminated by either Party upon written notice delivered to the other Party at least ninety (90) days prior to the intended date of termination. By such termination, none of the Parties may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Either Party may dissolve the MOA for non-compliance with ninety (90) days written notice. Upon termination of MOA, OBAE shall remove all non-permanently installed equipment, excluding any upgrades, from Institution's facilities.
4. **APPROPRIATIONS.** Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.
5. **FUNDS ACCOUNTABILITY.** The Parties shall provide for strict accountability of all monies made subject to this Agreement. The Institution shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds. The Institution will include all monies made subject to this agreement in an annual audit and will provide the OBAE with a copy of the annual audit.
6. **MAINTENANCE OF RECORDS.** The Institution shall maintain records as required of any administering state agency pursuant to applicable state law and regulation. The Institution shall maintain fiscal and programmatic records relative to those funds and activities that have been made subject to this Agreement for a minimum of three years.
7. **REQUEST FOR RECORDS UNDER INSPECTION OF PUBLIC RECORDS.** The Institution may be subject to the Inspection of Public Records Act (IPRA) and is separately and independently responsible for complying with an IPRA request for records. The Institution must provide the OBAE with a copy of any responsive

records it intends to make available, along with notification of its intent to release such records, at least three (3) days prior to their release.

8. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by an instrument in writing executed and approved by both Parties.
9. **ASSIGNMENT.** Neither Party shall 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 other Party.
10. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The Parties agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the State District Court of New Mexico, Second Judicial District, located in Bernalillo County.
11. **DISPUTE RESOLUTION.** Disputes on any matter relating to this Agreement shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to amicably and promptly resolve the dispute. If the Parties are unable to resolve the dispute within a reasonable time period as determined by the representatives, the Parties may pursue any other legal means such as mediation for resolving disputes, which may arise from or under this Agreement.
12. **SUBCONTRACTS.** The Institution shall be ultimately responsible for all items contained in the Statement of Work, Exhibit A, and Appendices A through F, of this Agreement. The Institution shall seek advance approval from the OBAE of all sub-contracts, including qualifications and job descriptions for any professional service sub-contract. The Institution shall comply, and shall ensure that all subcontractors comply, with all applicable procurement laws and regulations.
13. **LIMITATION OF COST AND PAYMENT**
 - 13.1 The total amount payable to the Institution under this agreement shall not exceed **TWO-HUNDRED SIXTY-THREE THOUSAND FOUR-HUNDRED FORTY-NINE DOLLARS and FOURTEEN CENTS (\$263,449.14)**. Total compensation includes applicable New Mexico Gross Receipts Tax at 8.1875%.
 - 13.2 The maximum amount payable includes installation of 30A power for racks, replacing existing UPS and 5 Ton cooling units, and a new FM200 single tank.
 - 13.3 OBAE shall pay Institution upon OBAE's acceptance of each deliverable and detailed invoice.

- 13.4** The Parties understand and agree that there is a funding limit of **TWO-HUNDRED SIXTY-THREE THOUSAND FOUR-HUNDRED FORTY-NINE DOLLARS and FOURTEEN CENTS (\$263,449.14)**. The Institution shall attempt to perform all deliverables within this funding limit. In the event the Institution's performance will exceed the funding limit, the Parties will seek additional funding; however, the Institution is not obligated to continue providing services which exceed the funding limit.
- 14. BUDGET.** The original budget for the project is attached as Exhibit B and is incorporated by reference. The Parties acknowledge that the budget amount is lower than maximum amount of money that can be expended on the project because some of the work on the project was completed pursuant to agreement between the parties during New Mexico State Government Fiscal Year 2025.
- 15. INTEGRATION OF DOCUMENTS.** This Agreement incorporates any and all agreements, documents, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, documents, covenants and understandings have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.
- 16. EXECUTION OF DOCUMENTS.** The OBAE and Institution agree to execute any document(s) necessary to implement the terms of this Agreement.
- 17. LIABILITY.** No Party shall be responsible for liability incurred as a result of the other Parties' 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Parties' authorized representatives sign this Agreement as follows:

REGENTS OF NEW MEXICO INSTITUTE OF MINING AND TECHNOLOGY

Signed by:
By: *Delilah Walsh* 4/24/2026
8CEE700FEE174D0...
Delilah Walsh Date
Vice President for Administration and Finance

STATE OF NEW MEXICO OFFICE OF BROADBAND ACCESS AND EXPANSION

Signed by:
By: *Jeff Lopez* 4/28/2026
9E75E32E1840434...
Jeff Lopez Date
Director

Approved for Financial Sufficiency:

Signed by:
By: *Silvia O. Rodarte* 4/28/2026
46D77CF4A2004B1...
Silvia Rodarte Date
Chief Financial Officer

Approved for Legal Sufficiency:

Signed by:
By: *Kelly O'Neill* 4/28/2026
942DF724G8F84A2...
Cass Brulotte Date
General Counsel

Exhibit A – Scope of Work

The Institution agrees that it is responsible for:

- Training its staff which will consist of training regarding the procedures included in this agreement. The training will take place prior to the space becoming operational and as needed for new staff and to refresh staff no less than on an annual basis. The training will be conducted by the Institution's technical point of contact or designee.
- Ensuring that the aggregation facility has sufficient space and power capacity for up to three racks.
- Providing reasonable (physical security) access to temperature control (or cooling), lighting, electrical, fire suppression and any other necessary systems and other equipment provided by OBAE and its contractors. See **Appendix A** for contractors, and additional terms and conditions.
- Providing a data center environment capable of operating continuously with minimum interruptions or downtime (high availability data center), temperature control, lighting, electrical, and fire suppression environment. Additional requirements may be required per OBAE contractors. All systems must be reviewed and/or tested biannually.
- Providing standby power in accordance with **Appendix B**.
- Performing industry-standard testing of the listed systems biannually without disruption of services.
- Providing 24 by 365 Institution contacts: See **Appendix C**.

OBAE agrees that it is responsible for:

- Training its staff who will interact with the aggregation facility and equipment in accordance with the procedures of this Agreement.
- Following Institution provided policies and procedures related to building access and physical security and facility or building modifications.
- Providing Institution access to technical support through OBAE or one of its agents with the ability to track reported incidents.
- The management and implementation of the SEN project, including upgrading infrastructure and other services as needed.
- The initial funding for the network equipment, hardware, software, and network maintenance agreements and the identified facility upgrades for the SEN aggregation facility and colocation services. See **Appendix D**.
- Providing architect and engineering services to perform all required co-location site designs, plans, and contracting documents.
- Providing fiscal management for the project. OBAE will adhere to all local policies and procedures per colocation if required.
- Providing the Institution with limited access to the SEN. Additional terms and conditions may be required beyond the essential services such as cross-connects.
- Implementing cybersecurity policies and effective industry best practices in

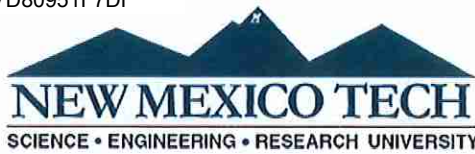
collaboration with the Institution.

- Providing contractors to install and configure the equipment at the mutually agreed upon location.
- Providing technical or other staff with the required expertise to maintain and support any OBAE-owned equipment.
- Providing an annual maintenance schedule and technical support for all equipment owned and operated by OBAE and establishing an emergency communication protocol.
- Providing active monitoring of the co-location environments, equipment, or services.
- Facilitating contracts with vendors and internet service providers (ISPs) to provide network services for the SEN.
- Providing 24 by 365 OBAE emergency and operational contact information: See **Appendix E**.

OBAE and the Institution shall:

- Provide communication in advance (if possible) for any work, maintenance, or issues affecting services.
- Be held harmless in the event of failure.
- Not be required to continue any service for any party beyond the life of the MOA.
- Not alter, change, or amend the MOA except by a written instrument executed by each of the Parties.

Exhibit B - Budget



Cost Estimate

Estimate ID: SEN-2024

Date: 5/16/2024
Company: NMPSFA/OBAE
Department: SEN
Address: 6000 Uptown Blvd. NE, Suite 410

City: Albuquerque
State: NM
Zip: 87110
Phone: _____
FAX: _____
Contact Person: Ovidiu Viorica
Contact Phone: (505) 270-1355
Contact Email: ovidiu.viorica@connect.nm.gov

ITC

New Mexico Tech
Information Technology & Communications
801 Leroy Place
Socorro, NM 87801

Contact us at:
Phone: 575-835-5700
FAX: 575-835-6329
Email: itc@nmt.edu

Line Item	Quantity	Description	Unit	Unit Price	Extended Price
1	1	ITC Telecom UPS replacement, Toshiba includes Labor for UPS replacement	proj	1	\$135,000.00
2	1	ITC 5ton AC replacement, Trane includes Labor for AC unit replacement	proj	1	\$55,000.00
3	1	ITC Fire suppressant system recharge Note: FM200 system	proj	1	\$45,000.00
4	1	Installation for 6x 30A circuits for SEN Racks	proj	1	\$15,000.00
5	1	Contingency	ea	1	\$65,760.00

Notes: Actual cost for material and labor to not exceed amounts listed. Only Actual costs for material and labor will be in invoiced.

Subtotal	\$315,760.00
Tax 8.1875%	\$25,852.85
Grand Total	\$341,612.85

Project Name: NMT-SEN-2024

Approved By: Christopher B Knight 5/16/24

Initial
DW

Appendix A - Physical Security

	Name	Organization	Contact Info		
			E-mail	Phone Number - Office	Phone Number - Cell Phone
1	Campus Police Dispatcher	NMT	<u>N/A</u>	575.835.5434	<u>N/A</u>
2	Scott Scarborough - Dir of Campus Police	NMT	scott.scarborough@nmt.edu	575.835.5434	575.835.5434
3					
4					
5					

Note: Call Campus Dispatch phone and they will contact ITC On-Call. We require that a member of NMT IT is present in the DMARC at all times. OBAE must provide appropriate notification prior to arrival via contact from Appendix C. They will be required to register on sign in sheet that they are in the DMARC.

Protocol:

- 1) Must give notification prior to arrival (unless emergency)
- 1) Must be on the approved contacts from Appendix C
- 2) Will have to have an appropriate ID
- 3) Must sign the sign in sheet to get into the DMARC

Appendix B - Standby Power Standards

SEN Racks will be connected to the 30A connections that are primarily fed from the inline building UPS which is supplied with power from Socorro Electric Coop (SEC). In the event that the main city power from SEC goes down, power will be drawn from battery backup while the generator starts up within a short period of time.

Appendix C - 24 x 365 Institution and OBAE Contacts

		Contact Info			
Name	Organization	E-mail	Phone Number - Office	Phone Number - Cell Phone	
1	Joel Dean	NMT	joel.dean@nmt.edu	575.835.7934	Automatically Rolls
2	Chris Knight	NMT	chris.knight@nmt.edu	575.835.7901	575.418.7285
4					
5					

		Contact Info			
Name	Organization	E-mail	Phone Number - Office	Phone Number - Cell Phone	
	Richard Govea	OBAE	richard.govea@connect.nm.gov	505-629-7667	505-629-7667
	Eric Moores	OBAE	eric.moores@connect.nm.gov	505-538-5520	505-538-5520
	Ovidiu Viorica	OBAE	ovidiu.viorica@connect.nm.gov	505-270-1355	505-270-1355

Appendix D - Initial and ongoing upgrades and funding	
Site Upgrades - Scope of Work Description	Responsibility
1. Purchase / Installation of replacement building 100 KVA UPS	1. See budget estimate.
2. Purchase / Installation of replacement 5t cooling unit	2. See budget estimate.
3. Electrical circuits 6 - x 208V / 30A (specify actual plug etc...)	3. See budget estimate.
4. Purchase new FM 200 bottle	4. See budget estimate
5. Installation of 6x 30A circuits	5. See budget estimate

Appendix E - Institution and OBAE Escalation Contacts/Procedures

		Contact Info		
Name	Organization	E-mail	Phone Number - Office	Phone Number - Cell Phone
1	Campus Police Dispatch	NMT	N/A	575.835.5434
2	Chris Knight	NMT	chris.knight@nmt.edu	575.835.7901 / 575.418.7285
3				
4				

		Contact Info		
Name	Organization	E-mail	Phone Number - Office	Phone Number - Cell Phone
	Richard Govea	OBAE	richard.govea@connect.nm.gov	505-629-7667 / 505-629-7667
	Eric Moores	OBAE	eric.moores@connect.nm.gov	505-538-5520 / 505-538-5520
	Ovidiu Viorica	OBAE	ovidiu.viorica@connect.nm.gov	505-270-1355 / 505-270-1355

Escalation Procedures

Appendix F - Institution Emergency Services

					Contact Info				
Name		Organization		E-mail		Phone Number - Office		Phone Number - Cell Phone	
1	Chris Knight	NMT		chris.knight@nmt.edu		575.835.7934		575.418.7285	
2	Joel Dean	NMT		joel.dean@nmt.edu		575.835.7901		Automatically Rolls	
3									
4									

					Contact Info				
Name		Organization		E-mail		Phone Number - Office		Phone Number - Cell Phone	
	Richard Govea	OBAE		richard.govea@connect.nm.gov		505-629-7667		505-629-7667	
	Eric Moores	OBAE		eric.moores@connect.nm.gov		505-538-5520		505-538-5520	
	Ovidiu Viorica	OBAE		ovidiu.viorica@connect.nm.gov		505-270-1355		505-270-1355	

Emergency Services Procedures