

**STATE OF NEW MEXICO  
DEPARTMENT OF INFORMATION TECHNOLOGY  
OFFICE OF BROADBAND ACCESS AND EXPANSION**

**Agreement #: CNMF0824A03**

**CONNECT NEW MEXICO GRANT AGREEMENT**

This grant agreement (hereinafter “**Agreement**”) constitutes a state sub-award entered into by the State of New Mexico, acting through its Office of Broadband Access and Expansion (“**Office of Broadband**”), and Pueblo of Isleta. (“**Grantee**”), collectively hereinafter referred to as the “**Parties.**”

**RECITALS**

WHEREAS, the New Mexico legislature appropriated \$70,000,000 from the general fund to the Connect New Mexico Fund to the Department to plan, design, engineer, construct, purchase, and equip broadband, including alternative and satellite broadband, statewide as set forth in the 2021 General Appropriation Act at Section 17(B)(1) of Chapter 140 of Laws 2021; and

WHEREAS, on behalf of the State, the Office of Broadband administers the Connect New Mexico Fund to provide Award funds to subrecipients to foster the deployment of broadband access across Unserved and Underserved areas in New Mexico through sustainable, scalable networks and financially viable business plans and serve the comprehensive community with high-quality, reasonably priced solutions; and

WHEREAS, the Office of Broadband issued a Notice of Funding Opportunity (“**NOFO**”) for the Connect New Mexico Fund on or about December 12, 2023 by which it sought applications from interested parties for the purpose of making subawards to subrecipients for eligible activities, pursuant to the requirements found in §1.12.21 NMAC; and

WHEREAS, Grantee submitted an application (“**Grantee’s Application**”) to the Connect New Mexico Fund on or about March 19, 2024, by which it sought Award funding for the broadband infrastructure project as described in Grantee’s Application; and

WHEREAS, based upon its review of Connect New Mexico Fund applications, the Office of Broadband notified Grantee on or about July 27, 2024, that it intended to make a subaward to Grantee on or about, subject to the execution of a binding legal agreement to be executed between the State of New Mexico and Grantee in accordance with NMSA §6-5-1 *et. seq.*, NMSA §13-1-1 *et. seq.*, §1.4 NMAC, and §2.20 NMAC regarding procurement and the expenditure of public monies ; and

WHEREAS, Grantee is a federally-recognized tribe registered with the Bureau of Indian Affairs, with the name stated herein, and

WHEREAS, this Agreement is intended to be the sole and exclusive agreement between the State of New Mexico and Grantee regarding the subaward of Award funds by the State of New Mexico to Grantee, and contains the entire understanding and agreement between the Parties;

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

## **TERMS AND CONDITIONS**

### **ARTICLE 1 – DEFINITIONS**

“Award” is state award dated July 27, 2024, from the State of New Mexico to the Office of Broadband Access and Expansion as described in the Recitals herein.

“Budget Period” has the meaning set forth in Article 5(C) of this Agreement.

“Business Days” means Monday through Friday, except for Federal and State holidays.

“Contract Documents” has the meaning set forth in Article 2(A) of this Agreement.

“Effective Date” has the meaning set forth in Article 5(A) of this Agreement.

“Eligible Service Area” is a geographical area in which 80% of the household and business locations are either unserved and/or underserved.

“Events of Default” has the meaning set forth in Article 15(A) of this Agreement.

“Grant” or “Grant Amount” has the meaning set forth in Article 3(A) of this Agreement.

“Grantee’s Application” refers to the application identified in the Recitals herein.

“ISP” means Internet Service Provider as set forth in Article 7(A)(13) of this Agreement.

“Matching Funds” has the meaning set forth in Article 3(D) of this Agreement.

“NOFO” has the meaning set forth in the Recitals herein.

“Performance Period” has the meaning set forth in Article 5(B) of this Agreement.

“Plan” has the meaning set forth in Article 8(A) of this Agreement.

“Project” has the meaning set forth in Article 3(A) of this Agreement.

“Request for Payment” has the meaning set forth in Article 9(B) of this Agreement.

“Scope of Work” has the meaning set forth in Article 6 of this Agreement.

"SCRM Plan" has the meaning set forth in Article 8(B) of this Agreement.

"Substantial Completion" is the date for which the Project can fulfill the primary operations that it was designed to perform, delivering services to end-users. At substantial completion, service operations and management systems infrastructure must be operational and able to provide commercial services to the end-users identified in Grantee's application.

"Third-Party Obligation" means allowable expenditures made by Grantee pursuant to the execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project;

"Total Project Cost" is the total cost of the Project, which is based upon the sum of the Grant Amount and the Matching Funds.

"Underserved" means a household or business has access to a wireline-based broadband connection offering at least 25 Mbps download and 3Mbps upload but less than 100 Mbps download and 20 Mbps upload.

"Unserved" means a household or business that lacks access to a wireline-based broadband connection offering at least 25 Mbps download and 3Mbps upload.

## 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. Detailed Project Budget (**Exhibit B**)
3. Service Area Map (**Exhibit C**)
4. Project Schedule (**Exhibit D**)
5. List of Service Offerings and Pricing Schedule (**Exhibit E**)
6. Serviceable Locations (**Exhibit F**)
7. Request for Reimbursement (**Exhibit G**)

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; MATCHING FUNDS; 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 \$1,554,891.34 (the "**Grant**" or "**Grant**

**Amount**”) to be used for the purposes of funding the broadband infrastructure 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, construction and expansion of high-speed broadband infrastructure used to provide service as specified in the Scope of Work. Grantee certifies that any Project costs funded by the Grant shall not be 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 preparing Grantee’s Application;
2. Data gathering, feasibility studies, community engagement, public feedback processes, digital equity assessments and planning, needs assessment;
3. Upfront costs for rights of way, easement and condemnation, acquiring permits, costs associated with satisfying the environmental, historical and cultural assessment, reviews and mitigation;
4. Architectural and engineering design;
5. Costs related to the construction, improvement, and acquisition of facilities required to deploy broadband infrastructure including all required materials and labor costs, site planning work (e.g., make ready) and project management;
6. Last-mile network facilities, including electronics necessary to deliver service to an end user including, but not limited to optical line terminal (OLT), optical network terminals (ONT), routers, switches, firewalls, wireless radio equipment, antennae, access points, and any necessary equipment shelters;
7. Middle-mile network facilities, including electronics necessary to deliver backhaul and middle-mile services;
8. Alternative technologies for non-terrestrial systems, including system components required to deliver broadband to unserved and underserved New Mexicans such as user terminals to receive a signal, ground segments designed to serve New Mexican communities, and core aerial network elements specific to serving New Mexican communities;
9. Customer premise equipment placed within the premise to enable connectivity, such as routers and modems;
10. The cost of long-term leases (for terms greater than one year) of facilities required to provide qualifying broadband service, including infeasible right-of-use (IRU) agreements and capital leases;
11. Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the Project; and
12. Costs associated with the collection, monitoring, and reporting of data as required under the terms of this Agreement.

C. Ineligible Expenses. The following non-exhaustive list of expenditures are not eligible uses of the Grant:

1. Acquisition of spectrum licenses;
2. Operations and maintenance costs (other than grant administration costs);
3. Short-term operating leases;
4. Payment of interest or principal on outstanding debt instruments, or other debt service costs incurred prior to the effective date.
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 not directly used to support the deployment of a broadband network; 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(F) of this Agreement.

D. Matching Funds. Grantee is required to contribute a match towards the Project that is 40% of the Total Project Cost, in the amount of at least \$1,057,899.29 ("**Matching Funds**"). Matching Funds must consist of cash and in-kind contributions as expressly described in the Detailed Project Budget attached as **Exhibit B** to this Agreement. Matching Funds shall be applied to this project after June 30, 2025, or the expenditure of the grant amount, whichever comes first. Grantee may incorporate allowable application expenses as outlined in Article 3(B)(1) into Matching Funds. Any exception to or deviation from this Matching Funds requirement must be confirmed in writing by the Office of Broadband prior to disbursement of the Grant. Upon request, Grantee shall provide the Office of Broadband with information and documentation in forms acceptable to the Office of Broadband regarding the Matching Funds.

E. 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.

- F. Procurement. Grantee's procurement of all property and services under this Agreement must conform to the applicable procurement standards set forth in New Mexico Procurement Code, § 13-1-1 et seq. NMSA 1978, §1.4.1 NMAC, and § 1.12.21 NMAC.
- G. Overbudget. Grantee is responsible for performing to completion the entire Scope of Work even if the total actual expenditures exceed the amount stated in the Detailed Project Budget, and Grantee solely assumes any financial risk the Project may come in over budget.

#### **ARTICLE 4 – NOTICE OF STATE SUBAWARD**

The Award from the State of New Mexico to the Office of Broadband Access and Expansion, dated July 27, 2024, was issued pursuant to 2021 General Appropriation Act at Section 17(B)(1) of Chapter 140 of Laws 2021, to authorize payments to certain sub recipients from the Connect New Mexico Fund.

#### **ARTICLE 5 – EFFECTIVE DATE; PERIOD OF PERFORMANCE; BUDGET PERIOD**

- A. Effective Date. This Agreement shall take effect upon execution by all parties ("**Effective Date**").
- B. Subaward Period of Performance Start and End Date. The period of performance shall start on the Effective Date and the Project must be completed in accordance with the Project Schedule found in Exhibit D (hereinafter "**Performance Period**"). The Office of Broadband may, request approval from New Mexico State Legislature to extend the Performance Period on the condition Grantee demonstrates the following: (a) significant progress has been completed; (b) extenuating circumstances require an extension of time to allow the Project to be completed; and, (c) a detailed plan that will allow the Project to be completed within a reasonable period of time.
- C. Subaward Budget Period Start and End Date. The budget period shall start upon the Effective Date and shall end no later than June 30, 2025 (hereinafter "**Budget Period**"). The Department will provide reimbursement for all eligible expenses incurred after the Effective Date. Costs incurred by Grantee after June 30, 2025 will not be eligible for reimbursement, and Grantee must submit to the State of New Mexico, no later than 90 calendar days (or an earlier date as agreed upon in writing by Grantee and the State of New Mexico) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.
- D. Notice to Proceed. Once this agreement is executed, this will trigger the creation of a Purchase Order reflecting the Grant Amount for the Grantee to receive funds against. No funds shall be disbursed to the Grantee for prior to the date on the Purchase Order, as set

forth in the New Mexico Procurement Code, § 13-1-1 et seq. NMSA 1978, and accompanying regulations at § 1.4.1 NMAC

## **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.

## **ARTICLE 7 – LEGAL COMPLIANCE**

- A. Project Requirements. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing and/or any other act or thing required to perform and complete the Project in a full and diligent manner in accordance with the Scope of Work. The Project may be completed in milestones so long as each fully completed milestone enables broadband service to be available to a home, business or otherwise available to the public in the Eligible Service Area for the Project. Grantee's project administration requirements shall include the following:
1. Make a determination that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Project prior to Grantee's expenditure any portion of the Grant Amount.
  2. Make available to the Office of Broadband all project plans, documents, and data, including but not limited to the Project's engineering, planning, or design activities.
  3. Install broadband infrastructure and delivering service upon reasonable request in the approved Project Area to all existing homes and businesses located in the Project Area.
  4. Ensure broadband infrastructure and associated equipment is designed to reliably deliver broadband in the approved Project Area that meets or exceeds symmetrical download and upload speeds of 100/100 megabits per second ("Mbps"); provided, however, if such speeds are not practicable because of geography, topography, or excessive costs, the Project shall be designed to deliver 100/20 Mbps download/upload speeds and be scalable to 100/100 Mbps symmetrical download/upload speeds.
  5. Ensure broadband infrastructure is completed and operable in accordance with industry construction standards and engineering best practices.

6. Procure and provide construction and installation of all necessary broadband infrastructure and equipment for the Project. Operation and maintenance of the system is the sole responsibility of Grantee.
  7. Research and comply with all local, state, or federal laws, codes, or regulations applicable to the Project.
  8. Research and comply with all requirements of any local, state, or federal agency or jurisdiction that regulates or governs the Project, including, but not limited to, acquiring all necessary permits, licenses, approvals, and agreements.
  9. Schedule, identify, coordinate, and provide safe access for, and obtain all inspections for Grantee's work related to the Project, as required by any authorized agency or applicable code.
  10. Obtain all certifications, licenses, permits, and approval necessary to operate the Project, and otherwise satisfying all requirements necessary to operate the Project.
  11. To the extent identified in its Application and relied upon by Grantee in seeking the Grant, any additional efforts to increase digital literacy, support online training, and the provision of public access such as wi-fi, the provisions of such options are hereby made a part of and required by this Agreement.
  12. To the extent identified in the Application and relied upon by Grantee in seeking the Grant, any partnerships with other Internet Service Provider ("ISP"), cooperatives or governmental entities, shall be identified in the Application and are made a part of and required by this Agreement.
  13. Grantee affirms that it will consult with the New Mexico Department of Transportation, the Office of Broadband, and electric utilities as well as local water sewer utilities as to any possible efficiencies that can be achieved with a "Dig Once" approach.
  14. Grantees are required to provide all the services and pricing as stated in Grantee's Application for at least five (5) years from the date of Substantial Completion, except that prices may be increased no more than once per calendar year due to inflation by a percentage that shall not exceed the Consumer Price Index for All Urban Consumers (CPI-U), All Items, for the 12-month period preceding the annual price increase. For any other increase due to unique circumstances, the Grantee must seek approval in writing from the Office of Broadband.
- B. State Requirements. Grantee acknowledges and hereby certifies that the Project shall comply with the requirements of the Appropriation and all applicable state statutes, regulations, executive orders and any other guidance issued by the State of New Mexico regarding the funds. Grantee may only use the Grant Amount in compliance with the Appropriation and § 1.12.21 NMAC regarding grant programs implemented by the Office of Broadband. Grantee shall maintain records and financial documents sufficient to evidence compliance regarding its eligible uses of funds. Grantee also agrees to comply with all other applicable state statutes, regulation and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving state financial assistance and all applicable environmental laws and regulations.
- C. Civil Rights Compliance. Grantee is public contractor requires to meet legal requirements relating to nondiscrimination and nondiscriminatory use of state funds found in the Human

Rights Act, NMSA §28-1-1 *et. seq.* Those requirements include ensuring a governmental entity or public contractor do not, directly or indirectly, refuse, otherwise limit or put conditions on services, or otherwise discriminate, on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition or spousal affiliation. Grantee agrees to, upon request, make available to the Office of Broadband such information and documentation necessary to demonstrate compliance with the Human Rights Act.

- D. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance state laws, regulations, and related guidance, the Award, and this Agreement. The Department of Finance Administration (DFA), New Mexico Department of Justice, Office of Broadband, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or reverted to the State General Fund, whichever is later.
  
- E. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with the Governmental Conduct Act, NMSA §10-16-1 *et seq.*, and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantee must disclose, in writing, to the Office of Broadband, any conflict of interest or potential conflict of interest affecting the awarded funds.
  
- F. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
  
- G. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by the State of New Mexico Notice of Funding # OBAE-2023.001 awarded by the Office of Broadband Access and Expansion.
  
- H. Debts Owed the State Government.
  - 1. Any funds paid to Grantee (a) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of the Award; (b) that are determined by the Department of Finance Administration (DFA), New Mexico Department of Justice, or Office of Broadband to have been misused; or (c) that are determined by Department of Finance Administration to be subject to a repayment obligation, and have not been repaid by Grantee, shall constitute a debt to the State of New Mexico.
  - 2. Any debts determined to be owed the State of New Mexico must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in

State's initial written demand for payment, unless other satisfactory arrangements have been made, or if Grantee knowingly or improperly retains funds that are a debt as defined in the paragraph above. The State of New Mexico will take any actions available to it to collect such a debt.

I. Disclaimer.

1. Grantee acknowledges and accepts that the State of New Mexico expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the Award or any contract, or subcontract under the Award.
2. The acceptance of this Agreement by Grantee does not in any way establish an agency relationship among or between the United States, State of New Mexico, the Department, the Office of Broadband and Grantee.

J. Protections for Whistleblowers. In accordance with the Whistleblower Protection Act, NMSA §10-16C-1 *et seq*, Grantee may not take any retaliatory action against an employee in reprisal for:

1. Disclosing to the Office of Broadband, or any other third party, an action or a failure to act that the employee believes in good faith constitutes an unlawful or improper act;
2. Providing information to a public body as part of an investigation, hearing or inquiry into an unlawful or improper act; or
3. Objecting to or refusing to participate in an activity, policy or practice that constitutes an unlawful or improper act,

Grantee shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

K. Domestic Preference in Procurement. In accordance with § NMSA 13-4-5, Grantee will provide a preference for the procurement or use of goods, products, or materials produced, grown, processed, or manufactured in New Mexico.

L. Remedies. If the event of Grantee's noncompliance with the Appropriation, this Agreement, other applicable laws, regulations, executive orders, or any reporting or other program requirement, the State of New Mexico may take available remedies as set forth under the law

M. Return of Funds. Grantee must return to the State of New Mexico any Award funds that are not expended and not obligated by June 30, 2025 as part of the closeout process.

N. Audit Requirements. Grantee understands that the Office of Broadband is subject to annual audit in accordance with the Audit Act, NMSA § 12-6-2 *et seq*, and that financial records related to this Award may be subject to review. Grantee agrees to provide unrestricted access to, or produce copies of, any financial related to this award to the State Auditor,

Department of Finance Administration, or designated contactor for purposes of completing the audit.

- O. Labor. Tribal sovereign nations in New Mexico are exempt from Public Works Minimum Wage Act requirements.
  
- P. Interest and Insurance. Grantee agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using Grant funds will be used for the purpose and in the manner described in this Agreement. Grantee agrees to maintain insurance on all equipment, supplies, or real property purchased using Grant funds.

## ARTICLE 8 – CYBERSECURITY

A. Risk Management Plan. Grantee hereby attests as follows:

1. Grantee has a cybersecurity risk management plan (the “**Plan**”) in place that is either: (a) operational with respect to the Project described in the Scope of Work, or (b) ready to be operationalized upon providing service from the Project described in the Scope of Work;
2. The Plan reflects the latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1), and specifies the security and privacy controls being implemented;
3. The Plan will be reevaluated and updated on a periodic basis and as events warrant; and
4. The Plan will be submitted to the Office of Broadband prior to the final payment of Grant funds pursuant to the terms of this Agreement, and shall be resubmitted to the Office of Broadband within 30 calendar days from the date Grantee makes any substantive changes to the Plan.

B. Supply Chain Risk Management Plan. With respect to a supply chain risk management plan (“**SCRM Plan**”), Grantee hereby attests that Grantee has a SCRM Plan in place that is either: (a) operational with respect to the Project described in the Scope of Work, or (b) ready to be operationalized upon providing service from the Project described in the Scope of Work;

## ARTICLE 9 – DISBURSEMENT

A. Conditions of Disbursement. The following conditions apply to the disbursement of the Grant to Grantee:

1. Grantee’s expenditures shall be made during the Budget Period and prior to the termination of this Agreement (*i.e.*, the goods and services have been delivered and accepted or title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee);

2. The total amount received by Grantee shall not exceed the lesser of: (a) the Grant Amount or (b) the Total Project Cost after subtracting the required Matching Funds;
  3. Grantee is in compliance with the terms and conditions of this Agreement to the satisfaction of the Office of Broadband; and
  4. Grantee has submitted a request for reimbursement consisting of all documentation required under this Article 9.
- B. Request for Reimbursement Procedures and Deadlines. Grantee shall request payment for incurred grant expenditures by submitting a request for reimbursement in the form attached hereto as **Exhibit G** (hereinafter “**Request for Reimbursement**”). Reimbursement requests are subject to the following procedures and deadlines:
1. Grantee must submit a Request for Reimbursement;
  2. Each Request for Reimbursement must contain proof of payment by Grantee or liabilities incurred by Grantee showing that the expenditures are valid or are liabilities incurred by Grantee in the form of actual invoices received by Grantee for Third-Party Obligations; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  3. Grantee may submit a Request for Reimbursement to the Department based upon invoices received, but not yet paid, by Grantee for a Third-Party Obligation, which the Department may process, at their discretion, if the invoices comply with the provisions of this Agreement and are a valid liability of Grantee, Grantee shall make payment in-full on those Third-Party Obligations within five (5) Business Days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. Grantee is required to certify to the Department proof of payment of the Third-Party Obligations within ten (10) Business Days from the date of receiving reimbursement from the Department. Reimbursement for invoices received, but not yet paid, shall only be made at the Department’s discretion.
  4. A Request for Reimbursement shall include a statement specifying the amount of cash or in-kind match contributions from the Matching Funds being applied by Grantee towards payment of the items set forth in the Request for Reimbursement. Cash or in-kind match percentage applied to Request for Reimbursement total amount will be deducted from invoiced amounts.
  5. Requests for Reimbursements on a Third-Party Obligation shall be submitted by Grantee to the Department within 30 days from the date the Third-Party Obligation was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor.
  6. Grantee’s failure to abide by the requirements herein will result in the denial of its Request for Reimbursement or will delay the processing of its Request for Reimbursement. The Department has the right to reject a reimbursement request for the Project unless and until it is satisfied that the expenditures in the Request for Reimbursement are for permissible purposes within the meaning of this Agreement. Further, the Department's right to reject any Request for

Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

- C. Retainage of Grant Funds. The Department will retain 10% of the Grant Amount sought by Grantee as security for Grantee's full performance of this Agreement. Retainage shall be applied to the final 10% of the allowable project expenditures. Department will release all retained amounts to Grantee upon a final site inspection by the Office of Broadband to confirm Substantial Completion of the Project and Grantee's successful Project close-out, including timely delivery of the Close-Out Report required under Article 10(B) of this Agreement, demonstrating Grantee stands in full compliance with all programmatic and regulatory obligations set forth in this Agreement. Grantee may submit a written request to the Department to release retained funds prior to the final inspection, which shall only be granted at the Department's discretion.

## ARTICLE 10 – REPORTING REQUIREMENTS

- A. Quarterly Progress Reports. No later than thirty (30) calendar days after the end of each calendar year quarter commencing on the Effective Date and ending upon Project closeout, Grantee must submit to the Office of Broadband a quarterly progress report in such form as the Office of Broadband may require. The specific data points required will be designated by the Office of Broadband in guidance to be published on the Pilot Program website. For illustration purposes, the types of data required may include the following metrics:
1. Financial information, including incurred project expenditures, the amount of grant funds received and the amount and type of Matching Funds applied;
  2. Project execution information, including progress milestones achieved with regard to network design, permits and other approvals, procurement, infrastructure deployment, equipment deployment, network testing and commercial service rollout;
  3. End-user data, including the number of premises passed and/or covered by the Project and the number of subscribers.
  4. Narrative information to provide a summary of key accomplishments, challenges, and major objectives for the following quarter; and
  5. Workforce deployment, including the number of employees and contractor personnel who provided services and work on the Project.
- B. Close-Out Report. Grantee shall deliver a close out report to the Office of Broadband no later than ninety (90) calendar days after Substantial Completion or termination of the Agreement or expenditure of all Grant funds, whichever event occurs last. The specific data points required will be designated by the Office of Broadband in guidance to be published online. For illustration purposes, the types of data required may include the following metrics:
1. Financial information, including incurred project expenditures during the Performance Period, the amount of grant funds received and the amount and type

- of matching Funds applied and a description of how funds were spent in comparison to the Detailed Project Budget;
- 2. Network performance data, including at a minimum speed and latency test results;
- 3. Wireline network coverage, including premises passed, miles deployed and segmented (e.g., last vs. middle-miles, aerial vs. buried miles), IRUs, fiber strands deployed and location of interconnection points for middle-mile projects;
- 4. Wireless network coverage, including premises covered, towers deployed and leased, base stations deployed and premise-based receivers deployed
- 5. Network capacity, including information about network capacity and future scalability;
- 6. Cost metrics, including deployment costs (per mile, per premise) and drivers for any variances as noted in Grantee’s Application;
- 7. Network map, including a final network map in both PDF and KMZ forms that delineates all constructed routes, and any routes not constructed that were designated on the Service Area Map;
- 8. Workforce deployment, including the number of employees and contractor personnel who provided service and work on the Project;
- 9. Project accomplishments narrative, including a description of all Project achievements;
- 10. Project challenges narrative, including a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of Project objectives identified in the Scope of Work; and
- 11. Lessons learned, including a summary of key lessons learned and recommendations to the Office of Broadband that can be applied to future grant programs.

C. Post-Completion Annual Project Update. For five (5) years commencing on the first January 31st following Substantial Completion, Grantee must submit an annual update to allow the Office of Broadband to track the Project’s impact. The specific data points required will be designated by the Office of Broadband in guidance to be published online. For illustration purposes, the types of data required may include the following metrics:

- 1. Last-mile customers, including the estimated number of subscribers who are using the broadband service provided in whole or in part by the Project by customer segment (e.g., residents, businesses, community institutions, farms) as of the report date and the percentage of customers being served relative to the addressable market;
- 2. Middle-Mile customers, including for middle-mile projects the number of wholesale customers and interconnection agreements;
- 3. Enrollment in adoption assistance programs, including the number of subscribers enrolled in an affordable connectivity program;
- 4. Digital literacy, including results and outcomes related to any digital literacy, internet adoption or internet access programs and initiatives related to the project;
- 5. Network performance data, including at a minimum speed and latency test results;
- 6. Service offerings and pricing, including the service offerings and prices being offered in the Project’s service area;

7. Network speed, including the maximum speed offered by the network and, if varied by location, a narrative regarding the percentage of passed (or covered) premises that can access the highest speed;
  8. Network expansions that were enabled by the Project; and
  9. Ownership changes that identify and describe any changes in ownership or control of Grantee or the Project.
- D. Map Reporting to the Federal Communications Commission. Grantee must submit broadband availability data to the Federal Communications Commission (“FCC”) as part of its Broadband Data Collection initiative. The FCC requires that data as of June 30th is due no later than the following September 1st, and that data as of December 31st is due no later than the following March 1st. The specific requirements are stated in the document posted at this website: <https://us-fcc.app.box.com/v/bdc-availability-spec>. This requirement will exist so long as the FCC requires facilities-based carriers to provide such data.
- E. Map Reporting to the Office of Broadband. Grantee must report to the Office of Broadband all data required to be reported during the term of this Agreement by facilities-based providers pursuant to NMSA 1978, § 63-9J-3(J), or any rule promulgated by the Office of Broadband.
- F. Professional Engineer Stamped Review. When required by the State of New Mexico Regulation and Licensing Department (“RLD”) or other New Mexico State law Grantee shall provide the Office of Broadband a Professional Engineer stamped review to confirm that the Project has been completed, the design and installation of the Project conform to the Scope of Work and any authorized changes, that the network conforms to all requirements set forth in this Agreement, and that the installed infrastructure will provide the service levels stated in Grantee’s Application. This stamped plan is due no later than 90 calendar days after Substantial Completion.
- G. Reporting. Grantee shall comply with all applicable State of New Mexico reporting requirements necessary to comply with the Connect New Mexico Fund.
- H. Broadband Label: Grantee shall comply with all FCC requirements regarding the Broadband Label. Generally, the FCC requires that an ISP display, at the point-of-sale, a label that discloses to customers certain information about prices, introductory rates, data allowances, broadband speeds, and management practices, among other things.

## ARTICLE 11 – LIASONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department’s liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee’s work.

The liaisons for this Agreement are:

For the Department:

For Grantee:

Drew Lovelace  
Acting Director of Broadband, OBAAE  
715 Alta Vista St.  
Santa Fe, NM 87505  
drew.lovelace@connect.nm.gov

Juan Rey Abeita  
Second Lieutenant Governor  
P.O. Box 1290  
Isleta, NM 87022  
juan.rey.abeita@isletapueblo.com

## **ARTICLE 12 – PROJECT MONITORING**

The Office of Broadband or any of its authorized agents may monitor and inspect all phases and aspects of Grantee’s performance to determine compliance with the Scope of Work, the proper use of funds, and other technical and administrative requirements of this Agreement, including the adequacy of Grantee’s records and accounts. This section shall survive termination of this Contract.

## **ARTICLE 13 – NOTICE**

All notices or communications required or permitted to be given by a Party under the provisions of this Agreement must be in writing and delivered to the other Party’s liaison identified herein in accordance with § 1.12.21.8(D) NMAC.

## **ARTICLE 14 – ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS**

Grantee may not assign or transfer any portion of this Agreement without prior written consent by the Office of Broadband, in its sole discretion. In the event that any assets acquired, in whole or in part, with Grant funds are to be sold, leased, licensed to or operated by a private entity other than Grantee during the useful life of the assets, the sale, lease, license, or operating agreement must be approved before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by the Office of Broadband based on a determination whether the transaction complies with applicable state and federal law and this Agreement.

## **ARTICLE 15 –DEFAULT, CURE, TERMINATION AND REMEDIES**

- A. Default. The Department may unilaterally terminate this Agreement for default by Grantee (“**Event of Default**”) as authorized by, and subject to the requirements of, § 1.12.21.14 NMAC.
- B. Remedies. Upon the occurrence of any Event of Default and Grantee’s failure to cure said Event of Default within the applicable cure period as provided by § 1.12.21.14 NMAC, or in the event of termination by the Office of Broadband, the Office of Broadband may, in its sole discretion, exercise any right, or pursue any remedy, authorized by state or federal law, or the terms of this agreement. Such rights and remedies may include, but are not limited to, the following actions:

1. Withhold any or all payments or disbursements of the Grant to be made under this Agreement, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Treat the Agreement as breached and pursue any remedies at law or in equity, or both; or
4. Demand repayment of all or a portion of the Grant funds disbursed to Grantee, plus all costs and reasonable attorney's fees incurred by the Department in recovery proceedings.

#### **ARTICLE 16 – CONFLICT OF INTEREST**

Grantee warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee's performance under this Agreement. Grantee certifies that it has followed the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through 10-16-18, regarding contracting with a public officer, state employee or former state employee.

#### **ARTICLE 17 – OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by Grantee or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of Grantee and the Office of Broadband. Both Grantee and the Office of Broadband have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Office of Broadband and Grantee.

#### **ARTICLE 18 – INSURANCE REQUIREMENTS**

- A. Commercial Liability Insurance. At its sole cost and expense, Grantee shall maintain occurrence-based general liability coverage with minimum limits of \$1 million per occurrence and \$2 million aggregate per year. Grantee shall also require that any contractors performing construction services under this Agreement shall maintain the same commercial liability coverage as Grantee is required to maintain hereunder.
- B. Professional Liability Insurance. Grantee shall provide, or require any licensed agent or contractor who provides professional engineering services within the scope of his or her license to Grantee in connection with the Project to procure and maintain professional liability (errors & omissions) coverage with a limit of \$2,000,000 per claim. If this insurance is written on a "claims made" basis, then the policy shall provide "tail coverage" for claims asserted within three (3) years after the earlier of the date of Substantial Completion or the date of termination of this Agreement.

- C. General Insurance Requirements. Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. All certificates and endorsements must be received by the Office of Broadband prior to beginning any activity provided for under this Agreement. Grantee must notify the Office of Broadband immediately of any material change in insurance coverage, such as changes in limits, coverage, or change in status of policy. The Office of Broadband reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

## **ARTICLE 19 – DEFENSE AND INDEMNIFICATION**

Grantee will defend, indemnify and hold harmless the Office of Broadband, and the State of New Mexico, and their officers, employees and agents free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Grantee's performance of this Agreement, which is caused, or alleged to be caused, by an act or omission of Grantee or of any agent of Grantee in the performance of this Agreement. In the event that any action, suit or proceeding related to the performance of this Agreement is brought against Grantee and/or any agent of Grantee, Grantee shall, within two (2) Business Days after Grantee receives notice thereof, notify the Department's liaison in writing.

## **ARTICLE 20 – REPRESENTATIONS AND WARRANTIES**

Recognizing that the Department is relying hereon, Grantee represents and warrants, as of the Effective Date of this Agreement, as follows:

- A. Organization; Power, Etc. Grantee: (1) is duly organized and validly existing under the laws of the State of New Mexico; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws; and (5) is eligible to obtain the financial assistance from the Department contemplated by this Agreement.
- B. Authority. The execution, delivery and performance by Grantee of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Grantee is a party or by which it may be bound. Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.

- C. Consents. No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- D. Binding Agreement. Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- E. Compliance with Applicable Laws. Grantee will comply with all federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.
- F. Litigation. There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Grantee is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on its ability to perform its obligations hereunder.
- G. Information Submitted with Application. All information, reports, and other documents and data submitted to the Office of Broadband in connection with Grantee's Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted in connection with Grantee's Application present fairly, in all material respects, the financial position of Grantee and the results of its operations in conformity with standard accounting practices. Since the date thereof, there has been no material adverse change in the financial condition or operations of Grantee.

## **ARTICLE 21 – PURCHASES WITH GRANT FUNDS**

Except as specifically authorized in writing in advance by the Office of Broadband, all facilities, materials, equipment, supplies, replacements and all other tangible real or personal property procured for the Project shall not, at the time Grantee submits a Request for Payment to the Office of Broadband for such items, be subject to any conditional sales agreement, mortgage, bailment lease or other agreement reserving to the seller any right, title or lien.

## **ARTICLE 22 – DEBARMENT**

Grantee certifies and agrees to ensure during the term of this Agreement that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency.

## **ARTICLE 23 – FORCE MAJEURE**

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

#### **ARTICLE 24 – GENERAL PROVISIONS**

- A. Applicable Law. This Agreement will be governed and interpreted according to New Mexico law and applicable federal law. Any judicial proceeding concerning this Agreement shall be brought only in the New Mexico First or Second Judicial District Court. By executing this Agreement, Grantee acknowledges and will submit to the jurisdiction of the court as stated herein over any and all such proceedings arising hereunder.
- B. Tribal Sovereignty. Nothing in this agreement shall constitute a waiver of tribal sovereignty, or be construed to limit the privileges and immunities of sovereign nations.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- E. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- F. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978, §§ 12-8A-1 through 12-8A-3.

G. Entire Agreement. The Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment must be in a written agreement signed by the Parties.

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows.

GRANTEE

DocuSigned by:  
 By: Juan Rey Abeita 10/25/2024  
82C890A37D8C4C8... Date: \_\_\_\_\_  
 Juan Rey Abeita  
 Second Lieutenant Governor

OFFICE OF BROADBAND ACCESS AND EXPANSION

DocuSigned by:  
 By: Drew Lovelace Date: 10/25/2024  
3F27FC45E7C4438... \_\_\_\_\_  
 Drew Lovelace, OBAE Acting Director

Approved for financial sufficiency:

DocuSigned by:  
 By: Eve Banner Date: 10/25/2024  
7618DA20271446A... \_\_\_\_\_  
 Eve Banner, Chief Financial Officer

Approved for legal sufficiency:

DocuSigned by:  
 By: Cassandra Brulotte Date: 10/25/2024  
C0140201B0F94E1... \_\_\_\_\_  
 Cassandra Brulotte, OBAE General Counsel

## EXHIBIT A - Scope of Work

ORGANIZATION LEGAL NAME and DBA [If Applicable]	Pueblo of Isleta
Project Name	Pueblo of Isleta Connect New Mexico Wave 4 Project (POI Wave 4)
Project Summary	<p>The Pueblo of Isleta (“Isleta Pueblo”) proposes the Pueblo of Isleta Connect New Mexico Wave 4 Project (“POI Wave 4”) to bring minimum 1Gbps symmetrical upload/download service to 134 new Tribal residences and the Tribe’s 89,978-acre Comanche Ranch property.</p> <p>Situated in New Mexico’s historically rural Rio Grande Valley 12 miles south of Albuquerque, Isleta Pueblo covers over 329 square miles bordered by the Manzano Mountains to the east and the desert mesa lands of the Rio Puerco to the west. The U.S. Census Bureau (ACS, 2022) reports 56% of Isleta Pueblo residents lack a broadband or fiber optic internet service compared to 76% of U.S. residents who do have it.</p> <p>Isleta Pueblo is committed to ensuring equitable access to broadband services for its rural residents, businesses, and community members and to promoting digital learning so residents can thrive alongside more well-resourced, urban, and suburban communities in New Mexico and nationwide. To achieve this, the Pueblo is leveraging \$26,033,972 in NTIA National Telecommunications and Information Administration’s (NTIA) Tribal Broadband Connectivity Project (TBCP) funding alongside the proposed POI Wave 4 project to build out what will ultimately be a 10Gbps capable fiber optic network.</p> <p>Isleta Pueblo’s Connect NM Wave 4 total project cost is \$2,612,790.63. Of this amount, Isleta Pueblo commits a cash match of \$700,000 (26.79%) and an in-kind match of \$357,899.29 (13.70%) for a total of 40.49% in matching funds. The Pueblo of Isleta requests \$1,554,891.34 in Connect NM funding to complete the proposed project that will transform connectivity across the region.</p>
Unique Entity Identifier	
NETWORK PURPOSE	Last Mile
TECHNOLOGY TYPE	Fiber

Total Project Budget: \$2,612,790.63

Grant Amount Requested \$1,554,897.34

Grant Amount Awarded \$1,554,891.34

Matching Funds Contribution Sources: In-kind Cash

Total Matching Cash Funds: \$700,000.00

Total Matching In-Kind Funds: \$357,899.29

Total Matching Amount in Dollars: \$1,057,899.29

Cost Per Unit/Premises: \$19,354.00

Total Budgeted Costs per Servable Unit/Premises: \$19,494.44

Total Grant Costs per Servable Premises: \$19,498.44

Names of Counties to Be Served Bernalillo and Valencia

Number of Communities Served 2.0

\*\*\*Number of Interconnection Points 4.0

Total Fiber Miles 16.57

# New Fiber Miles 16.57

# Upgraded Fiber Miles 0.0

# Leased Fiber Miles:	0.0
Last-Mile Fiber Miles	16.57
Middle-Mile Fiber Miles	0.0
Number of Total Towers/Poles	220.0
Number of New/Owned Poles	0.0
Number of New/Owned Poles	0.0
Number of Leased Towers/Poles	0.0
Number of Base Stations	0.0
How Many Square Miles will be Covered [Coverage Area]?	0.5
How Many Square Miles will be Covered [Coverage Area]?	0.5
Spectrum Frequency Bands Used: if using multiple bands please specify locations/Incidence	n/a
License Requirement	n/a
Total Premises Covered by Project	135.0
Homes	134
Businesses	0
Community Anchor Institutions	2
Farms	1



Connect New Mexico Fund	
Exhibit B - Detailed Project Budget	
Recipient	Pueblo of Isleta
Project Name	Pueblo of Isleta Connect New Mexico Wave 4 Project (POI Wave 4)
Id/No	



	TOTAL BUDGET	TOTAL GRANT	GRANT %	TOTAL CASH MATCH	TOTAL IN-KIND MATCH	TOTAL MATCHING	MATCHING %
<b>TOTALS</b>	<b>\$ 2,612,790.63</b>	<b>\$ 1,554,891.338</b>	<b>59.51%</b>	<b>\$ 700,000.00</b>	<b>\$ 357,899.29</b>	<b>\$ 1,057,899.29</b>	<b>40.49%</b>

#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
1	<b>Application Preparation</b> Costs related to preparing an application	Application preparation and supporting documents	1	\$ 25,000.00	\$ 25,000.00		0.00%	\$ 25,000.00		\$ 25,000.00	100.00%	Costs for grant application, field surveys
2	<b>Market Assessment</b> Data gathering, feasibility studies, community engagement, public feedback processes, digital equity assessments and planning, needs assessment											
3	<b>Permitting and Regulatory Reviews</b> Upfront costs for rights of way, easement and condemnation; acquiring permits; costs associated with satisfying the environmental, historical and cultural assessment, reviews, and mitigation											
4	<b>Network Planning and Design</b> Architectural and engineering design; field visits to confirm design	Network engineering	1	\$ 3,000.00	\$ 3,000.00	\$ 1,785.30	59.51%	\$ 1,214.70		\$ 1,214.70	40.49%	Coordination and oversight of network equipment configuration and deployment. Ensure network meets performance and connectivity metrics. Vendor quote for 2 year service agreement.
		Layer 1 engineering	13883	\$ 1.40	\$ 19,436.20	\$ 11,566.48	59.51%	\$ 7,869.72		\$ 7,869.72	40.49%	Construction engineering is required for all municipalities, or Authority Having Jurisdiction (AHJ). We need to provide detailed construction drawings for all permit submissions. AutoCAD is the preferred medium for drawings and final as-builts per the requirements of AHJ. PDF files as well as GIS are final
		Fiber splice engineering	13883	\$ 0.14	\$ 1,943.62	\$ 1,156.65	59.51%	\$ 786.97		\$ 786.97	40.49%	Vendor for; fiber splicing matrix, detailed splicing per location
<b>Network Infrastructure Deployment</b> Costs related to the construction, improvement, and acquisition of network facilities required to deploy broadband infrastructure, including: * Materials for cables, conduits, ducts,	30x48x36 HH 20K lid	24	\$ 600.00	\$ 14,400.00	\$ 8,569.44	59.51%	\$ 5,830.56		\$ 5,830.56	40.49%	Vendor for; Installation of 30"x48"x36" underground storage vault for fiber optic cable	
	Bore 1 1/4" HDPE	14726	\$ 19.00	\$ 279,794.00	\$ 166,505.41	59.51%	\$ 113,288.59		\$ 113,288.59	40.49%	Vendor for; Labor to directional drill conduit for the placement of fiber optic cable. Includes the discovery of existing underground utilities.	
	Drop Bury 12" 3/4" duct	20265	\$ 5.10	\$ 103,351.50	\$ 61,504.48	59.51%	\$ 41,847.02		\$ 41,847.02	40.49%	Vendor for; Drop bury is placing a 3/4" conduit from the splice point to the side of the home. The drop is typically buried 12" deep and will terminate on the side of the home near the power meter.	
	Marker Post	30	\$ 38.00	\$ 1,140.00	\$ 678.41	59.51%	\$ 461.59		\$ 461.59	40.49%	Vendor for; Labor for placement of marker post installed along the path to indicate the presence of the fiber optic cable. Marker posts are installed at distance of 750' apart, or line of site	
	Asphalt R&R	423	\$ 25.00	\$ 10,575.00	\$ 6,293.18	59.51%	\$ 4,281.82		\$ 4,281.82	40.49%	Vendor for; Asphalt R&R is removal and replacement, this unit is used as needed for the installation of underground conduit. Asphalt is removed to create bore pits, handhole locations, or removed during the discovery of existing utilities.	
	Concrete R&R	100	\$ 39.00	\$ 3,900.00	\$ 2,320.89	59.51%	\$ 1,579.11		\$ 1,579.11	40.49%	Vendor for; Concrete R&R is removal and replacement, this unit is used as needed for the installation of underground conduit. Concrete, generally sidewalks is removed to create bore pits, handhole locations, or removed during the discovery of existing utilities. The municipalities generally	
	fiber splicing	680	\$ 39.00	\$ 26,520.00	\$ 15,782.05	59.51%	\$ 10,737.95		\$ 10,737.95	40.49%	Vendor for; Fiber splicing to connect fiber cables together, this includes all of the home, cabinets and fiber backbone. Includes testing	
	New splice case preparation	49	\$ 250.00	\$ 12,250.00	\$ 7,289.98	59.51%	\$ 4,960.03		\$ 4,960.03	40.49%	Vendor for: Labor to prepare the fiber splice case and fiber cables for splicing.	
	Residential install normal	135	\$ 500.00	\$ 67,500.00	\$ 40,169.25	59.51%	\$ 27,330.75		\$ 27,330.75	40.49%	Vendor for; Labor to complete the fiber connection to the Customer Premises Equipment. The installation includes the new cable to run on the exterior of the home, new penetration and CPE test and turn up	
	Place 2x2 Backboard	135	\$ 75.00	\$ 10,125.00	\$ 6,025.39	59.51%	\$ 4,099.61		\$ 4,099.61	40.49%	Vendor for; The backboard is installed on the exterior of the home and near the power meter. The board gives a solid base to mount the fiber interface box	
	Place Network Interface box	135	\$ 35.00	\$ 4,725.00	\$ 2,811.85	59.51%	\$ 1,913.15		\$ 1,913.15	40.49%	Vendor for; Labor to install the fiber network interface box. Fiber termination point that connects the customer modem to the network	
Fiber Strand	72802	\$ 1.89	\$ 137,595.78	\$ 81,883.25	59.51%	\$ 55,712.53		\$ 55,712.53	40.49%	Vendor for; labor and equipment to place 5000' reels of strand from pole to pole to support Aerial fiber		

#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
		Fiber Lash	72802	\$ 1.84	\$ 133,955.68	\$ 79,717.03	59.51%	\$ 54,238.65		\$ 54,238.65	40.49%	vendor for; labor and equipment to lash Aerial fiber to new strand from pole to pole
		Place slack loop	34	\$ 200.00	\$ 6,800.00	\$ 4,046.68	59.51%	\$ 2,753.32		\$ 2,753.32	40.49%	vendor for; labor and equipment to place storage loops for maintenance and repairs
		Aerial Anchor	33	\$ 370.00	\$ 12,210.00	\$ 7,266.17	59.51%	\$ 4,943.83		\$ 4,943.83	40.49%	vendor for; Labor for placing anchor to support pole with down guy
		Riser	2	\$ 250.00	\$ 500.00	\$ 297.55	59.51%	\$ 202.45		\$ 202.45	40.49%	vendor for; placing a riser attached to a pole place standoff brackets, split duct to transition from aerial to underground
		Vertical bond power	14	\$ 140.00	\$ 1,960.00	\$ 1,166.40	59.51%	\$ 793.60		\$ 793.60	40.49%	Vendor for, placing vertical bond on a pole to ground the strand
		Ground Rods	14	\$ 35.00	\$ 490.00	\$ 291.60	59.51%	\$ 198.40		\$ 198.40	40.49%	Vendor for, placing a ground rod at the base of the pole, connect vertical bond
		PNM pole attachment 5 yr. \$7.20 p/pole	5	\$ 1,512.00	\$ 7,560.00	\$ 4,498.96	59.51%	\$ 3,061.04		\$ 3,061.04	40.49%	PNM pole attachment fee, per pole for 5 years
		Pole engineering	210	\$ 140.00	\$ 29,400.00	\$ 17,495.94	59.51%	\$ 11,904.06		\$ 11,904.06	40.49%	Vendor for, pole attachment engineering, wind loading
		PNM pole Make Ready	30	\$ 500.00	\$ 15,000.00	\$ 8,926.50	59.51%	\$ 6,073.50		\$ 6,073.50	40.49%	Vendor for, pole make ready, performed by PNM
		Blow fiber	13883	\$ 1.35	\$ 18,742.05	\$ 11,153.39	59.51%	\$ 7,588.66		\$ 7,588.66	40.49%	Vendor for; Blowing fiber in a conduit is the preferred method of cable placement.
		Place drop cable	20265	\$ 0.53	\$ 10,740.45	\$ 6,391.64	59.51%	\$ 4,348.81		\$ 4,348.81	40.49%	Vendor for; Labor to place a fiber drop cable in conduit
		Traffic control	46	\$ 500.00	\$ 23,000.00	\$ 13,687.30	59.51%	\$ 9,312.70		\$ 9,312.70	40.49%	Vendor for; Traffic control is required by all municipalities to direct traffic around a work site. This function is provided by certified traffic control company.
		Project Management	13883	\$ 2.15	\$ 29,848.45	\$ 17,762.81	59.51%	\$ 12,085.64		\$ 12,085.64	40.49%	Managing the construction daily operations responsibility for the overall management of the various contractors that will perform the engineering, and construction of the fiber-optic network, and interfacing with the Authority Having Jurisdiction of rights-of-way in the areas where work is
		Isleta Pueblo tax 6.4%	1	\$ 97,554.82	\$ 97,554.82	\$ 58,054.87	59.51%	\$ 39,499.95		\$ 39,499.95	40.49%	Pueblo sales tax
		Performance Bond 4%	1	\$ 52,456.77	\$ 52,456.77	\$ 31,217.02	59.51%	\$ 21,239.75		\$ 21,239.75	40.49%	Labor Performance Bond for OSP Engineering of backbones as required by conventional contractual obligations included within a winning Contractor's bid.
		1 1/4" HDPE	16843	\$ 0.47	\$ 7,916.21	\$ 4,710.94	59.51%	\$ 3,205.27		\$ 3,205.27	40.49%	High Density Poly Ethylene, 1 1/4" SDR 11, conduit typically used in the installation of fiber optic cable
		3/4" HDPE drop pipe	25000	\$ 0.28	\$ 7,000.00	\$ 4,165.70	59.51%	\$ 2,834.30		\$ 2,834.30	40.49%	High Density Poly Ethylene, 3/4" SDR 11, conduit typically used in the installation of fiber optic cable
		1.25 push on coupling "football"	30	\$ 7.15	\$ 214.50	\$ 127.65	59.51%	\$ 86.85		\$ 86.85	40.49%	1 1/4" push on coupling "football"
		Weaver Clamp, copper bonded	56	\$ 5.88	\$ 329.28	\$ 195.95	59.51%	\$ 133.33		\$ 133.33	40.49%	Weaver clamp used to bond #6 copper wire to 1/4 or 5/16" strand
		KS 22 bond clamp	56	\$ 4.78	\$ 267.68	\$ 159.30	59.51%	\$ 108.38		\$ 108.38	40.49%	KS 22 bond clamp is a split bolt connector is designed to connect copper conductors from 8 awg to 6 awg
		1/4" Preformed Splice	28	\$ 7.21	\$ 201.94	\$ 120.18	59.51%	\$ 81.77		\$ 81.77	40.49%	1/4 preformed splice used for splicing strand end to end
		1/4" Guy Grip Dead ends	126	\$ 3.29	\$ 415.10	\$ 247.03	59.51%	\$ 168.08		\$ 168.08	40.49%	1/4" guy grip false dead-end for applications with overhead guys to continue strand past the dead-end
		6 ga copper wire solid	120	\$ 0.62	\$ 74.79	\$ 44.51	59.51%	\$ 30.28		\$ 30.28	40.49%	6ga copper wire solid stripped to pole and connected to ground rod to ground pole and strand

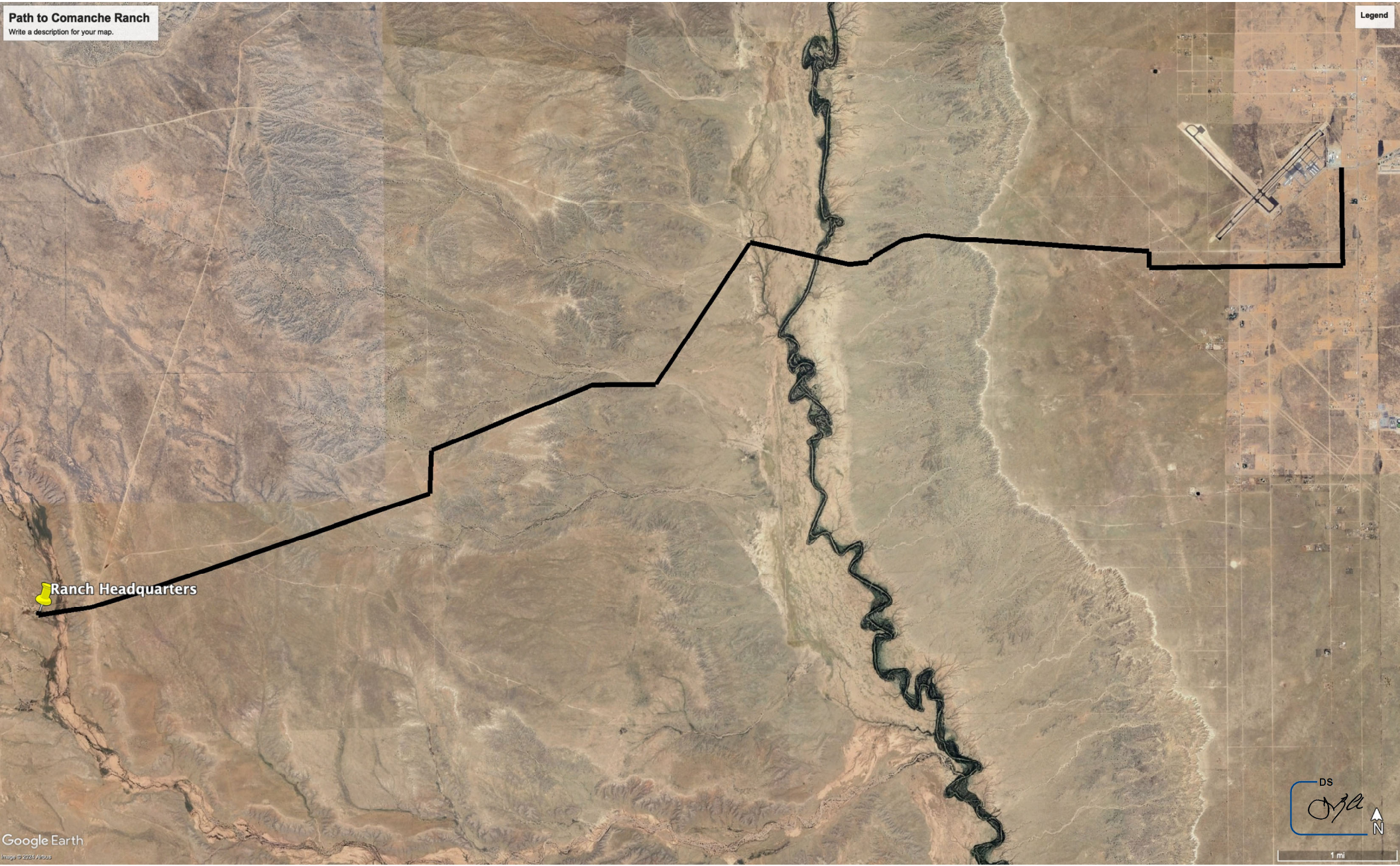
5

Network Infrastructure Deployment Cont.

#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
		Goat head	33	\$ 7.16	\$ 236.32	\$ 140.64	59.51%	\$ 95.69		\$ 95.69	40.49%	goat head anchor to pole used for dead ends and down guys
		6.6m strand (spool)	14	\$ 2,499.99	\$ 34,999.84	\$ 20,828.41	59.51%	\$ 14,171.44		\$ 14,171.44	40.49%	6.6M strand 5000' reels to support aerial communication cables
		screw anchor	33	\$ 101.15	\$ 3,337.93	\$ 1,986.40	59.51%	\$ 1,351.53		\$ 1,351.53	40.49%	1" shank helix screw anchor for anchors in dirt to stabilize a pole in turns and dead ends
		3 bolt clamp	183	\$ 11.84	\$ 2,167.14	\$ 1,289.67	59.51%	\$ 877.48		\$ 877.48	40.49%	3 bolt aerial strand clamp placed on the pole to support the strand
		3 Bolt curved clamp	15	\$ 8.80	\$ 132.03	\$ 78.57	59.51%	\$ 53.46		\$ 53.46	40.49%	3 bolt aerial strand curved clamp used to support strand on a corner pole

**Path to Comanche Ranch**  
Write a description for your map.

Legend



**Ranch Headquarters**

DS  
1 mi

A signature in blue ink and a north arrow pointing upwards.

Printed:



<b>Connect New Mexico Fund</b>	
<b>Exhibit D - Project Schedule</b>	
<b>Recipient</b>	<b>Pueblo of Isleta</b>
<b>Project Name</b>	<b>Pueblo of Isleta Connect New Mexico Wave 4 Project (POI Wave 4)</b>
<b>Id/No</b>	

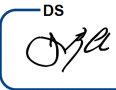
<b>WBS No.</b>	<b>Project Area - Activity (e.g., tasks, actions)</b>	<b>Status (List)</b>	<b>Target Start Date (Month / Year)</b>	<b>Target End Date (Month / Year)</b>	<b>Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time completion, early planning steps, etc.)</b>
<b>1.0</b>	<b>Market Assessment</b>		<b>Nov-22</b>	<b>Jun-25</b>	
1.1	Completed	Completed	Nov-22	Nov-22	Early planning, availability, demand, pricing, uptake, sustainability.
1.2	Surveys		Feb-24	Feb-24	Project planning, user input
1.3	Stakeholder interviews		Feb-24	Jun-25	Project planning, deployment, user uptake
<b>1.5</b>	<b>Grant Application</b>		<b>Feb-24</b>	<b>Mar-24</b>	
1.5.1	Retain external grant writing expertise		Feb-24	Mar-24	Recruit & retain external grant writer Prepare & upload proposal
<b>2.0</b>	<b>Network and Engineering Design</b>		<b>Jul-24</b>	<b>Aug-24</b>	
2.1	Network Design		Jul-24	Aug-24	Isleta Pueblo has engaged the design early in anticipation of the grant award. This project will tie into an existing project to facilitate a more timely deployment.
<b>3.0</b>	<b>Permitting (right of way, easements, etc.)</b>		<b>Jul-24</b>	<b>Aug-24</b>	
3.1	Isleta Right of Way		Jul-24	Aug-24	Isleta Pueblo has a letter from the Governor supporting this project. Proposed right of Ways are pre-disturbed, on Tribal lands. Pueblo has engaged EA for concurrent TBCP project. Isleta to grant ROW for this project as well as NMDOT, DOE and Bernalillo and Valencia counties.
<b>4.0</b>	<b>Environmental Assessment</b>		<b>Jul-24</b>	<b>Aug-24</b>	
4.1	Environmental Assessment		Jul-24	Aug-24	Pueblo of Isleta initiated EA prior to grant award, the Pueblo along with DOE should have EA clearance by July or August 2024.
<b>4.5</b>	<b>Grant Management &amp; Reporting</b>		<b>Jun-24</b>	<b>Jul-25</b>	
4.5.1	Manage budget, milestones. Develop & submit reports		Jun-24	Jul-25	Coordinate with project implementation team and fiscal services to ensure timely and accurate reporting, drawdowns and closeout

Printed:

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
<b>5.0</b>	<b>Site Preparation</b>		<b>Jul-24</b>	<b>Sep-24</b>	
5.1	Site Preparation		Jul-24	Sep-24	Our site prep will be storage areas for the project materials. We have identified the locations and are pre-disturbed locations.
5.2	Security		Jul-24	Jul-25	Coordinate with Isleta Police Department to ensure security at storage/installation sites.
5.3	Disturbance Remediation		TBD	TBD	Coordinate with Isleta Department of Natural Resources on soil & vegetation disturbance remediation.
<b>6.0</b>	<b>Workforce Development</b>		<b>Jul-24</b>	<b>TBD</b>	
6.1	SFIS COOL Cohort Recruitment		Jul-24	TBD	Begin recruiting SFIS COOL cohort Apprentices
6.2	SFIS COOL Apprentice Training		Aug-24	TBD	Initial SFIS COOL cohort Apprentice trainings
6.3	PROTEC Fiber Optic Training		Aug-24	TBD	SFCC provided PROTEC Fiber Optic Training
6.4	OSHA 10 Training		Sep-24	TBD	SFCC provided OSHA 10 Training
<b>7.0</b>	<b>Vendor Selection and Procurement</b>		<b>Aug-24</b>	<b>Sep-24</b>	
7.1	Vendor RFQ/RFP		Aug-24	Sep-24	Vendor selection will be through RFQ/RFP process, per Isleta procurement policy.
7.2	Select Vendor		Sep-24	Sep-24	Isleta will conduct a formal RFQ/RFP review of respondents, Isleta team to review and select finalist. Candidates will be notified of award.
<b>8.0</b>	<b>Network Deployment/ Construction</b>		<b>Aug-24</b>	<b>Apr-26</b>	
8.1	Order Materials		Aug-24	Nov-24	Construction vendor, when awarded will order the materials. Isleta has engaged material vendors early to pre-stage materials for this project.
8.2	Construction		Aug-24	Apr-26	Project completion is anticipated to take 423 days to construct.
8.3	Fiber Placement		Nov-25	Feb-26	Fiber placement to commence as the conduit is placed
8.4	Fiber Splicing		Jan-26	Apr-26	Fiber splicing will run congruent to the fiber placement. This will accelerate the testing and turn up of the sites.
<b>9.0</b>	<b>Network Testing</b>		<b>Apr-26</b>	<b>Apr-26</b>	
9.1	Fiber Testing		Apr-26	Apr-26	Fiber testing will be completed after fiber splicing and test are completed. Any high loss splices will be repaired during this time
<b>10.0</b>	<b>Development and Launch of Marketing Strategy and Sales Programs</b>		<b>Jul-24</b>	<b>Jun-25</b>	

Printed:

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
10.1	Isleta Housing Outreach Campaign		Jul-24	Jun-25	Coordinate with Isleta Housing to inform current and prospective Moonlight Drive residents about broadband fiber services, pricing (free) and Digital Learning programs.
<b>11.0</b>	<b>Development and Launch of Adoption Assistance Programs</b>		<b>Jul-24</b>	<b>Jan-00</b>	
11.1	Develop and deliver Digital Learning and Information Security Programming		Jul-24	Jul-25	Coordinate with Isleta Dept. of Ed. & Isleta Library to develop & deliver Digital Learning and Security programs
11.2	Develop and deliver Digital Learning and Information Security Programming		Jul-24	Jul-25	Coordinate with Isleta Dept. of Ed. to develop & deliver Digital Learning and Security programs through Isleta Schools
11.3					
<b>12.0</b>	<b>Launch of Commercial Service</b>		<b>Sep-24</b>	<b>Jun-25</b>	
12.1	Develop and advertise high speed broadband fiber internet service packages		Sep-24	Jun-25	Paid internet access scheduled to begin in 2029
12.2	Enroll subscribers		Sep-24	Jun-25	Review/approve applications
12.3	Service connections, disconnections		Sep-24	Jun-25	Conduct installations/disconnections
<b>13.0</b>	<b>Customer Installations</b>		<b>Sep-24</b>	<b>May-26</b>	
13.1	Provide Customer Support		Sep-24	Jul-25	Support user experiences
13.2	Turn up service		May-26	May-26	Customers turn up will immediately follow fiber testing and will be ongoing as residents get connected





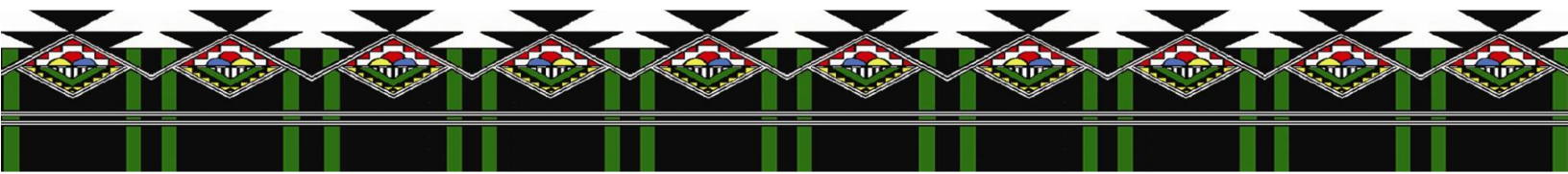
## **PUEBLO OF ISLETA**

**P. O. BOX 1270, ISLETA, NM 87022**

### **Internet plan offerings**

**1G-scaleable internet service to all Pueblo of Isleta residents will be paid for by the tribe for a period of 5 years.**

**\$100.00 mo. There after.**



Number	Street Name	Lot	Phase		Latitude	Longitude
3001	Thunder Mesa	25		130	34.9002569	-106.7111318
3002	Thunder Mesa	26		136	34.9000022	-106.7116546
3003	Thunder Mesa	24		129	34.9004296	-106.7114671
3004	Thunder Mesa	27		137	34.9001190	-106.7119928
3005	Thunder Mesa	23		128	34.9005369	-106.7117446
3006	Thunder Mesa	28		138	34.9002374	-106.7123364
3007	Thunder Mesa	22		127	34.9006290	-106.7120326
3008	Thunder Mesa	29		139	34.9003237	-106.7126871
3009	Thunder Mesa	21		126	34.9007385	-106.7123910
3010	None	None	None			
3011	Thunder Mesa	20		125	34.9008450	-106.7127076
3012	None	None	None			
3013	Thunder Mesa	19		124	34.9008146	-106.7130639
3014	None	None	None			
3015	Thunder Mesa	18		123	34.9006508	-106.7134587
3016	Thunder Mesa	30		140	34.9002489	-106.7131171
3017	Thunder Mesa	17		122	34.9004243	-106.7137188
3018	Thunder Mesa	31		141	34.9000675	-106.7133815
3019	Thunder Mesa	16		121	34.9002743	-106.7139706
3020	Thunder Mesa	32		142	34.8998774	-106.7136456
3021	Thunder Mesa	15		121A	34.90016	-106.714244
3022	Thunder Mesa	33		142A	34.8996712	-106.7139493
3023	Thunder Mesa	14		119	34.8999380	-106.7144571
3024	Thunder Mesa	34		143	34.8994973	-106.7142101
3025	Thunder Mesa	13		118	34.8997240	-106.7147406
3026	Thunder Mesa	35		144	34.8992595	-106.7145104
3027	Thunder Mesa	12		117	34.8996102	-106.7151516
3028	Thunder Mesa	36		145	34.8992005	-106.7148340
3029	Thunder Mesa	11		116	34.8995451	-106.7154575
3030	Thunder Mesa	37		146	34.8991080	-106.7151976
3031	Cloud Spirit	1	Phase 1	115	34.8992842	-106.7159335
3032	Cloud Spirit	38		147	34.8989436	-106.7155621
3033	Cloud Spirit	2	Phase 1	114	34.8994183	-106.7162231
3034	Cloud Spirit	Park	Phase 1			
3035	Cloud Spirit	3	Phase 1	113	34.8995495	-106.7165012
3036	None	None	None			
3037	Cloud Spirit	4	Phase 1	112	34.8996188	-106.7169124
3038	None	None	None			
3039	Cloud Spirit	5	Phase 1	111	34.8996670	-106.7172518
3040	Sky Line	6	Phase 1	97	34.8983400	-106.7182287
3041	Cloud Spirit	16	Phase 1	110	34.8996453	-106.7175784
3042	Sky Line	15	Phase 1	98	34.8985922	-106.7183114
3043	Cloud Spirit	7	Phase 1	109	34.8996472	-106.7179178
3044	Sky Line	14	Phase 1	99	34.8988375	-106.7184231
3045	Cloud Spirit	8	Phase 1	108	34.8996306	-106.7182250
3046	Cloud Spirit	13	Phase 1	100	34.8991360	-106.7183042

3047	Cloud Spirit	9	Phase 1	107	34.8996388	-106.7185657
3048	Cloud Spirit	12	Phase 1	101	34.8991580	-106.7186461
3049	Cloud Spirit	10	Phase 1	106	34.8996093	-106.7188820
3050	Cloud Spirit	11	Phase 1	102	34.8991467	-106.7189574
3051	Storm View	113		244	34.8995490	-106.7091649
3052	Storm View	112		246	34.8990559	-106.7094132
3053	Storm View	114		243	34.8995128	-106.7095342
3054	Storm View	111		247	34.8990780	-106.7097461
3055	Storm View	115		242	34.8995129	-106.7099199
3056	Storm View	110		248	34.8990567	-106.7100496
3057	Storm View	116		241	34.8994778	-106.7102736
3058	Storm View	108		249	34.8989692	-106.7104219
3059	Storm View	117		240	34.8994516	-106.7106396
3060	Wind Valley	109		250	34.8986815	-106.7102230
3061	Lightning Loop	118		239	34.8992941	-106.7111466
3062	Wind Valley	107		255	34.8988452	-106.7110352
3063	Wind Valley	106		254	34.8985617	-106.7108847
3064	Lightning Loop	102		256	34.8986673	-106.7115203
3065	Wind Valley	105		253	34.8982808	-106.7107614
3066	None	None	None			
3067	Lightning Loop	119		238	34.8992015	-106.7114672
3068	None	None	None			
3069	Lightning Loop	120		237	34.8990637	-106.7117478
3070	Lightning Loop	101		260	34.8984187	-106.7119184
3071	Lightning Loop	121		236	34.8989089	-106.7120301
3072	Lightning Loop	100		261	34.8982737	-106.7121977
3073	Lightning Loop	122		235	34.8987841	-106.7122839
3074	Lightning Loop	99		262	34.8981639	-106.7124495
3075	Lightning Loop	123		234	34.8986430	-106.7125396
3076	Lightning Loop	98		263	34.8980264	-106.7127786
3077	Lightning Loop	124		233	34.8984885	-106.7128499
3078	Lightning Loop	97		264	34.8978991	-106.7130461
3079	Lightning Loop	125		232	34.8983499	-106.7131092
3080	Lightning Loop	96		265	34.8977595	-106.7133163
3081	Lightning Loop	126		231	34.8982109	-106.7133831
3082	Lightning Loop	95		266	34.8976700	-106.7136197
3083	Lightning Loop	127		230	34.8980798	-106.7136373
3084	Lightning Loop	94		267	34.8975468	-106.7139378
3085	Lightning Loop	128		229	34.8979875	-106.7139983
3086	Lightning Loop	93		268	34.8974709	-106.7142720
3087	Lightning Loop	129		228	34.8979034	-106.7142771
3088	Lightning Loop	92		269	34.8974193	-106.7145596
3089	Lightning Loop	130		227	34.8978376	-106.7146026
3090	Lightning Loop	91		270	34.8973613	-106.7149467
3091	Lightning Loop	131		226	34.8977942	-106.7149963
3092	Lightning Loop	90		271	34.8973502	-106.7152631
3093	Lightning Loop	132		225	34.8977798	-106.7153092

3094	None	None	None			
3095	Lightning Loop	17	Phase 1	161	34.8977978	-106.7158598
3096	Lightning Loop	39	Phase 1	212	34.8973496	-106.7158445
3097	Lightning Loop	18	Phase 1	162	34.8978113	-106.7160691
3098	Lightning Loop	38	Phase 1	211	34.8973760	-106.7161938
3099	Lightning Loop	19	Phase 1	163	34.8978396	-106.7162944
3100	Lightning Loop	37	Phase 1	210	34.8974181	-106.7166263
3101	Lightning Loop	20	Phase 1	164	34.8978614	-106.7164978
3102	None	None	None			
3103	Lightning Loop	21	Phase 1	165	34.8979121	-106.7167685
3104	Lightning Loop	36	Phase 1	209	34.8971839	-106.7166001
3105	Lightning Loop	22	Phase 1	166	34.8978243	-106.7169790
3106	None	None	None			
3107	Lightning Loop	23	Phase 1	168	34.8975591	-106.7173151
3108	Lightning Loop	35	Phase 1	208	34.8969353	-106.7165788
3109	Lightning Loop	24	Phase 1	169	34.8973752	-106.7172795
3110	Lightning Loop	28	Phase 1	174	34.8964829	-106.7168118
3111	Lightning Loop	25	Phase 1	170	34.8971736	-106.7172211
3112	Lightning Loop	29	Phase 1	175	34.8964382	-106.7164209
3113	Lightning Loop	26	Phase 1	171	34.8970146	-106.7172339
3114	Lightning Loop	30	Phase 1	176	34.8964728	-106.7160843
3115	Lightning Loop	27	Phase 1	172	34.8968153	-106.7171873
3116	Lightning Loop	31	Phase 1	177	34.8964591	-106.7157672
3117	Lightning Loop	34	Phase 1	207	34.8969602	-106.7161966
3118	Lightning Loop	32	Phase 1	178	34.8964871	-106.7154404
3119	Lightning Loop	33	Phase 1	206	34.8969437	-106.7157996
3120	Lightning Loop	58		179	34.8964851	-106.7150841
3121	None	None	None			
3122	Lightning Loop	59		180	34.8965256	-106.7147339
3123	Lightning Loop	82		205	34.8969359	-106.7151928
3124	Lightning Loop	60		181	34.8965447	-106.7144181
3125	Lightning Loop	81		204	34.8969590	-106.7148567
3126	Lightning Loop	61		182	34.8966087	-106.7140640
3127	Lightning Loop	80		203	34.8970171	-106.7145169
3128	Lightning Loop	62		183	34.8966701	-106.7137741
3129	Lightning Loop	79		202	34.8970793	-106.7141879
3130	Lightning Loop	63		184	34.8967594	-106.7134410
3131	Lightning Loop	78		201	34.8971517	-106.7138643
3132	Lightning Loop	64		185	34.8968592	-106.7131436
3133	Lightning Loop	77		200	34.8972410	-106.7135630
3134	Lightning Loop	65		186	34.8969720	-106.7128273
3135	Lightning Loop	76		199	34.8973432	-106.7132611
3136	Lightning Loop	66		187	34.8970804	-106.7125476
3137	Lightning Loop	75		198	34.8974462	-106.7129867
3138	Lightning Loop	67		188	34.8972071	-106.7122722
3139	Lightning Loop	74		197	34.8975637	-106.7126973
3140	Lightning Loop	68		189	34.8973640	-106.7119929

3141	Lightning Loop	73		196	34.8977120	-106.7123762
3142	Lightning Loop	69		190	34.8975091	-106.7117040
3143	Lightning Loop	72		195	34.8978625	-106.7121294
3144	Lightning Loop	70		191	34.8976638	-106.7114498
3145	Lightning Loop	71		194	34.8980210	-106.7118632
3146	Lightning Loop	104		258	34.8981602	-106.7111642
3147	None	None	None			
3148	Lightning Loop	103		257	34.8984368	-106.7113682

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Phase 1 - Total Lots = 40

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**STATE OF NEW MEXICO**  
**Request for Payment Form**  
**Exhibit G**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
 \_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \$ 0.00
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: \$ 0.00
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H.  CNMF     GF     GOB     STB
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** 2027 (July 1, 2026 - June 30, 2027)  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with [the Grant Agreement](#).

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
 or **Fiscal Agent** (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Printed Name

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

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

**(State Agency Use Only)**

**Vendor Code:** \_\_\_\_\_ **Fund No.:** \_\_\_\_\_ **Loc No.:** \_\_\_\_\_

I certify that the State Agency financial and vendor file information agree with the above submitted information.

\_\_\_\_\_  
 Division Fiscal Officer                      Date

\_\_\_\_\_  
 Division Project Manager                      Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT G**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

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

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount: \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

