

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

Agreement #: CNMF1024A17

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 Laguna (“**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 October 7, 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 October 7, 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 \$4,861,233 (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 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 \$3,240,822 ("**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 October 7, 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, OBAE
715 Alta Vista St.
Santa Fe, NM 87505
drew.lovelace@connect.nm.gov

Wilfred Herrera, Jr
Governor
22 Capital Rd
Laguna, NM 87026
wherrera@pol-nsn.gov

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

By: ^{DocuSigned by:}
Wilfred Herrera 10/24/2024
17C2409F3AFE47E...
Wilfred Herrera Jr. Date
Governor

OFFICE OF BROADBAND ACCESS AND EXPANSION

By: ^{DocuSigned by:}
Drew Lovelace Date: 10/25/2024
3F27FC45E7C4438...
Drew Lovelace, OBAE Acting Director

Approved for financial sufficiency:

By: ^{DocuSigned by:}
Eve Banner Date: 10/25/2024
7618DA20271446A...
Eve Banner, Chief Financial Officer

Approved for legal sufficiency:

By: ^{DocuSigned by:}
Cassandra Brulotte Date: 10/24/2024
C0140201B6E94E1
Cassandra Brulotte, Acting OBAE General Counsel

EXHIBIT A - Scope of Work

Organization Legal Name / DBA Pueblo of Laguna

Project Name Rio Puerco FTTP Project

Project Summary The Rio Puerco FTTP Project for the Pueblo of Laguna will provide 25 miles of buried middle mile fiber from Mesita to the Rio Puerco and a spur to Highland Meadows. The Rio Puerco community has seven households as well as an essential community institution (the fire station) in Highland Meadows, which is occupied by the Pueblo of Laguna Fire Rescue Program and provides services to the Pueblo and surrounding community. The Rio Puerco FTTP project will complement the existing CPF-ARPA effort for the Pueblo of Laguna that is scoped to provide 1460 unserved premises within the six villages of the Pueblo are served with 100mbs symmetrical throughput. K'awaika Hanu Internet ("KHI"), subsidiary of the Pueblo of Laguna Utility Authority, will provide operational and system services for the Rio Puerco FTTP effort on an ongoing basis.

Unique Entity Identifier Question DNDLQQ7MBAB7

NETWORK PURPOSE Middle-Mile Last Mile

TECHNOLOGY TYPE Fiber

Total Project Budget: \$8,102,055.00

Grant Amount Requested \$6,000,000.00

Grant Amount Awarded \$4,861,233.00

Matching Funds Contribution Sources: Cash

Total Matching Cash Funds: \$3,240,822.00

Total Matching In-Kind Funds: 0.0

Total Matching Amount in Dollars: \$3,240,822.00

Cost Per Unit/Premises: \$1,012,756.00

Total Budgeted Costs per Servable Unit/Premises: \$1,012,756.00

Total Grant Costs per Servable Premises: \$607,654.00

Names of Counties to Be Served Cibola and Valencia

Number of Communities Served 2.0

***Number of Interconnection Points 1.0

Total Fiber Miles 25.98

New Fiber Miles 25.98

Upgraded Fiber Miles 0.0

Leased Fiber Miles: 0.0

Last-Mile Fiber Miles 1.2

Middle-Mile Fiber Miles 24.78

Number of Total Towers/Poles 30.0

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]? 0.0

How Many Square Miles will be Covered [Coverage Area]? 0.0

Spectrum Frequency N/A
Bands Used: if using
multiple bands
please specify
locations/Incidence

License Requirement N/A

Total Premises 8.0
Covered by Project

Homes 7

Businesses 0

Community Anchor 1
Institutions

Farms 0

Connect New Mexico Fund	
Exhibit B - Detailed Project Budget	
Recipient	Pueblo of Laguna
Project Name	Rio Puerco FTTP Project

	TOTAL BUDGET	TOTAL GRANT	GRANT %	TOTAL CASH MATCH	Cash Match %	TOTAL IN-KIND MATCH	TOTAL MATCHING	MATCHING %
TOTALS	\$ 8,102,055	\$ 4,861,233	60.00%	\$ 3,240,822	40.00%	\$ -	\$ 3,240,822	40.00%

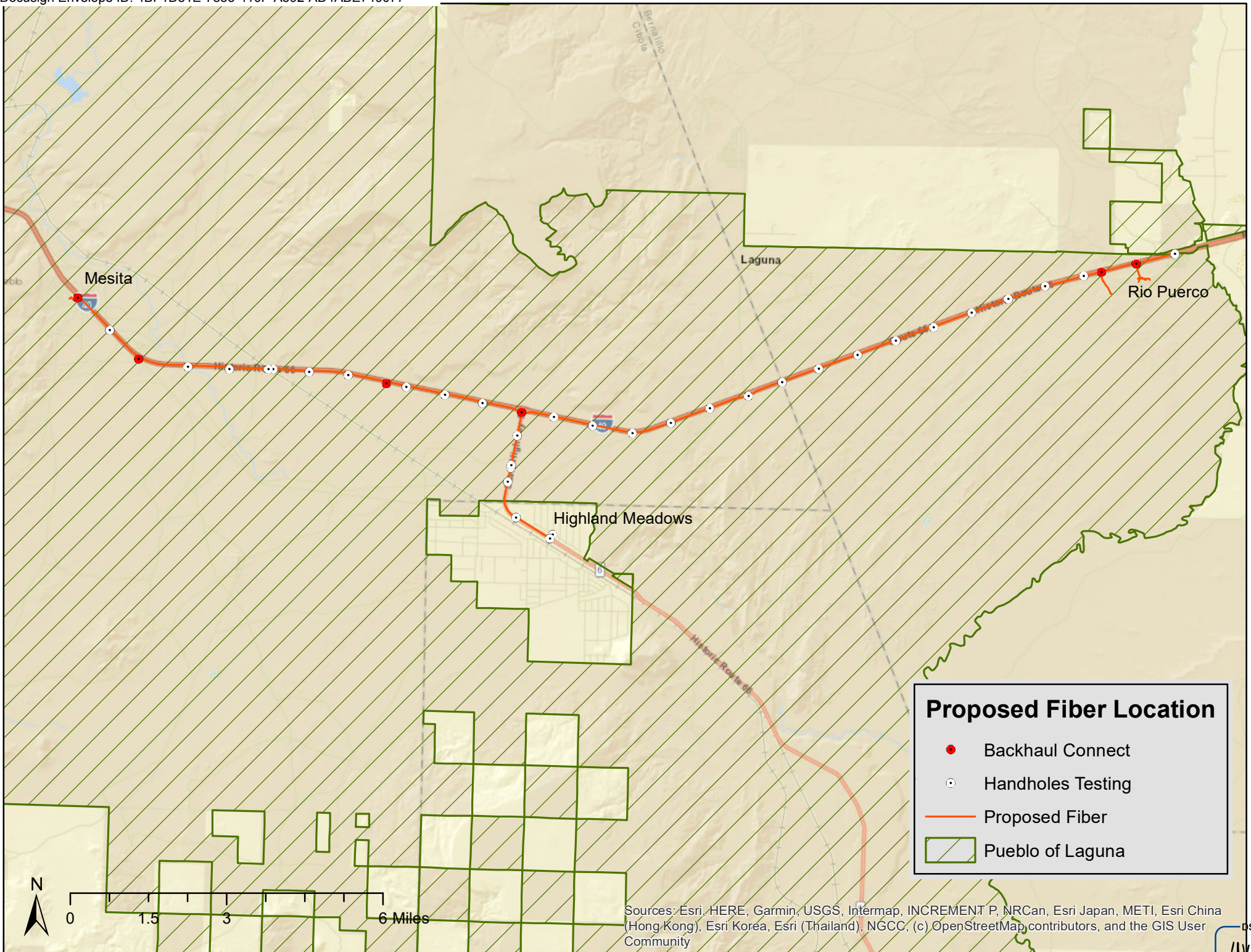


#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	Cash Match %	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
1	Application Preparation Costs related to preparing an application	N/A	0	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	\$ -	0%	N/A
2	Market Assessment Data gathering, feasibility studies, community engagement, public feedback processes, digital equity assessments and planning, needs	N/A	0	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	\$ -	0%	N/A
3	Permitting and Regulatory Reviews Upfront costs for rights of way, easement and condemnation; acquiring permits; costs associated with satisfying the environmental, historical and cultural assessment,	NEPA Backbone to Mesita Route	22	\$ 2,548.39	\$ 56,064.580	\$ 56,064.58	100%	\$ -	0%	\$ -	\$ -	0%	Mesita to Rio Puerco NEPA Costs include surveys, legal descriptions, Environmental, Cultural Resources, POL Gross Receipt Tax (6.6875%) and Indian Preference Fee (1%) associated with the middle mile. The unit is miles per route multiplied by the unit price based on industry standards for NEPA costs.
		NEPA Highland Meadows Spur	3	\$ 2,548.39	\$ 7,645.170	\$ 7,645.17	100%	\$ -	0%	\$ -	\$ -	0%	Highland Meadows Spur NEPA Costs include surveys, legal descriptions, Environmental, Cultural Resources, POL Gross Receipt Tax (6.6875%) and Indian Preference Fee (1%) associated with the middle mile. The unit is miles per route multiplied by the unit price based on industry standards for NEPA costs.
		NEPA Rio Puerco FTTP	1	\$ 2,548.39	\$ 2,548.390	\$ 2,548.39	100%	\$ -	0%	\$ -	\$ -	0%	Rio Puerco FTTP NEPA Costs include surveys, legal descriptions, Environmental, Cultural Resources, POL Gross Receipt Tax (6.6875%) and Indian Preference Fee (1%) associated with the last mile. The unit is miles per route multiplied by the unit price based on industry standards for NEPA costs.
		Regen Site ROW	1	\$ 50,000.00	\$ 50,000.000	\$ 50,000.00	100%	\$ -	0%	\$ -	\$ -	0%	Regen Site ROW and NEPA Costs include surveys, legal descriptions, Environmental, Cultural Resources, POL Gross Receipt Tax (6.6875%) and Indian Preference Fee (1%) associated with the last mile. The unit is miles per route multiplied by the unit price based on industry standards for NEPA costs.
		POL Backbone ROW Costs (Highland Meadows Extension)	3	\$ 2,155.09	\$ 6,465.270	\$ 6,465.27	100%	\$ -	0%	\$ -	\$ -	0%	Highland Meadows Spur NMDOT ROW cost, POL Gross Receipts Tax (6.6875) and Indian Preference Fee (1%), associated with the Middle Mile. The unit is miles per route multiplied by the unit price based on industry standards for ROW costs.
		Rio Puerco FTTP Pole Attachment Application	30	\$ 53.88	\$ 1,616.400	\$ 1,616.40	100%	\$ -	0%	\$ -	\$ -	0%	Rio Puerco FTTP Pole Attachment Application Costs include Rental/Pole Attachment Fees, POL Gross Receipt Tax (6.6875%) and Indian Preference Fee (1%) associated with the last mile. This is calculated per pole needed and per PNM pole application fees.

#	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	Cash Match %	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
		Rio Puerco ROW FTTP	1	\$ 2,155.09	\$ 2,155.090	\$ 2,155.09	100%	\$ -	0%	\$ -	\$ -	0%	Rio Puerco FTTP PNM ROW cost, POL Gross Receipts Tax (6.6875) and Indian Preference Fee (1%), associated with the Last Mile. The unit is miles per route multiplied by the unit price based on industry standards for ROW costs.
		POL Backbone ROW Costs (Mesita to Rio Puerco)	22	\$ 2,155.09	\$ 47,411.980	\$ 47,411.98	100%	\$ -	0%	\$ -	\$ -	0%	Mestia to Rio Puerco NMDOT ROW cost, POL Gross Receipts Tax (6.6875) and Indian Preference Fee (1%), associated with the Middle Mile. The unit is miles per route multiplied by the unit price based on industry standards for ROW costs.
4	Network Planning and Design Architectural and engineering design; field visits to confirm design	Trunk Engineering Costs Mesita to Rio Puerco and Highland Meadows Extension	1	\$ 290,403.47	\$ 290,403.470	\$ 290,403.47	100%	\$ -	0%	\$ -	\$ -	0%	OSP Design Costs for underground fiber Mesita to Rio Puerco, Highland Meadows Spur, and Rio Puerco FTTP aerial fiber, Gross Receipts Tax (8%).
5	Network Infrastructure Deployment Costs related to the construction, improvement, and acquisition of network facilities required to deploy broadband infrastructure, including: * Materials for cables, conduits, ducts, poles, towers, repeaters, etc. * Labor for installation	Trunk Construction and Materials Costs Mesita to Rio Puerco	1	\$ 4,577,991.95	\$ 4,577,991.950	\$ 2,178,979.00	48%	\$ 2,399,012.95	52%	\$ -	\$ 2,399,012.95	52%	Construction and Materials Costs Mesita to Rio Puerco, Directional Bore, Trenching, Underground Plow, Specialty Crossing, Rock Saw, Rock Adder, Installation, Splicing, Fusing, Testing, Handholes, saw cut asphalt/concrete, asphalt, flowable fill, splice cases, splice trays, conduit, backbone fiber, terminal blocks, ground rod, fiber distribution panels, as needed, includes POL Gross Receipts Tax (6.6875%), Indian Preference Fee (1%), and Contingency (10%).
		Highland Meadows Spur	1	\$ 690,496.17	\$ 690,496.170	\$ 690,496.17	100%	\$ -	0%	\$ -	\$ -	0%	Construction and Materials Costs Highland Meadows Spur, Directional Bore, Trenching, Underground Plow, Specialty Crossing, Rock Saw, Rock Adder, Installation, Splicing, Fusing, Testing, Handholes, saw cut asphalt/concrete, asphalt, flowable fill, splice cases, splice trays, conduit, backbone fiber, terminal blocks, ground rod, fiber distribution panels, as needed, includes POL Gross Receipts Tax (6.6875%), Indian Preference Fee (1%), and Contingency (10%).
		Rio Puerco FTTP	1	\$ 130,579.16	\$ 130,579.160	\$ 130,579.16	100%	\$ -	0%	\$ -	\$ -	0%	Construction and Materials Costs Rio Puerco FTTP, Aerial make ready, installation screw anchor, rock/bust anchor, messenger cable, aerial fiber cable, class 2 utility pole, splicing, fusion, single fiber cable, testing, aerial splicing closure, includes POL Gross Receipts Tax (6.6875%), Indian Preference Fee (1%), and Contingency (10%).
		Regen Site	1	\$ 581,997.95	\$ 581,997.950	\$ 581,997.95	100%	\$ -	0%	\$ -	\$ -	0%	Construction and Materials Costs for Regen Site, Regen Hut, Building Power, Generator, Excavation, Site Prep, foundation, fencing, installation, construction, equipment, fiber distribution panels, including POL Gross Receipts Tax (6.6875%), Indian Preference Fee (1%), and Contingency (10%).
6	Network Equipment - Last-Mile: 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	Mesita to Rio Puerco Trunk, Highland Meadows Spur, and Rio Puerco FTTP Equipment.	1	\$ 303,263.28	\$ 303,263.280	\$ 303,263.28	100%	\$ -	0%	\$ -	\$ -	0%	Mesita to Rio Puerco Trunk and Highland Meadows Spur equipment Ciena Optical Equipment working and spares, Calix EXOS ONT 100-05589, Calix OIM 10G PON 100-05730, Fiber distribution panels, Installation, support, and license, includes Gross Receipts tax, and contingency.

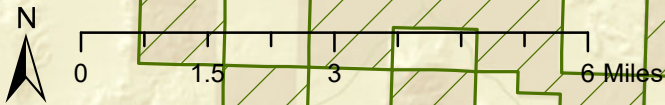
#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	Cash Match %	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
7	Customer Premise Equipment Equipment placed within the premise to enable end-user connectivity (e.g., routers, modems, etc.)	Rio Puerco FTTP Customer Premise Equipment	1	\$ 77,947.58	\$ 77,947.580	\$ 77,947.58	100%	\$ -	0%	\$ -	\$ -	0%	Rio Puerco FTTP Customer Equipment, FTTP Service Drop Router, Terminals, WIFI Routers, FTTP Termination Kits, Gross Receipts Tax and Contingency.
8	Land, Buildings and Structures Costs related to the construction, improvement, and acquisition of land, structures, buildings specific to the deployment of broadband	N/A	0	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	\$ -	0%	N/A
9	Long-Term Leases Cost of long-term leases (for terms greater than one year) of facilities	N/A	0	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	\$ -	0%	N/A
10	Personnel Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the project (such as project managers, program	Accounting	3	\$ 35,000.00	\$ 105,000.000	\$ 35,700.00	34%	\$ 69,300.00	66%	\$ -	\$ 69,300.00	66%	Accounting Clerk or Accountant to responsible for accounting of the grant funds and expenditures and allocation of expenses and collection and compilation of supporting documentation for invoices, requests for check payments, and processing.
		Project Inspection	2	\$ 93,928.24	\$ 187,856.480	\$ 63,871.20	34%	\$ 123,985.28	66%	\$ -	\$ 123,985.28	66%	The cost for construction and field inspection for the Mesita to Rio Puerco Middle Mile, the Highland Meadows Spur, and the Rio Puerco FTTP project build for two full years
		Grant Administrator	3	\$ 35,000.00	\$ 105,000.000	\$ 35,700.00	34%	\$ 69,300.00	66%	\$ -	\$ 69,300.00	66%	Grant Administrator to be responsible for grant administration, budget and expense reviews and monitoring, grant reporting, grant invoices, grant reimbursements.
		Financial Analysis	2	\$ 25,000.00	\$ 50,000.000	\$ 17,000.00	34%	\$ 33,000.00	66%	\$ -	\$ 33,000.00	66%	Financial Analysis after award and final award funding, and one prior to completion of construction and operational network.
		Project Management	3	\$ 215,870.67	\$ 647,612.010	\$ 220,188.08	34%	\$ 427,423.93	66%	\$ -	\$ 427,423.93	66%	The Project Management cost for the three year grant period, Middle Mile and Last Mile Design and Engineering, and Construction. Contracted with an engineering firm and for a local owners representative performing Project Management on behalf of the Pueblo of Laguna.
11	Grants Administration and Reporting * Costs associated with the collection, monitoring, and the reporting of data regarding project execution, spending, outcomes.	Grant Administration and Reporting	3	\$ 60,000.00	\$ 180,000.000	\$ 61,200.00	34%	\$ 118,800.00	66%	\$ -	\$ 118,800.00	66%	Grant Administrator to be responsible for grant administration, budget and expense reviews and monitoring, grant reporting, grant invoices, grant reimbursements.
12	Testing Network elements; IT system elements; user devices, test	N/A	0	\$ -	\$ -	\$ -	0%	\$ -	0%	\$ -	\$ -	0%	N/A

Total	\$ 8,102,054.93	\$ 4,861,232.78	60.00%	\$ 3,240,822.15	40%	\$ -	\$ 3,240,822.15	40.0%
	<i>(Total Cost)</i>	<i>total Grant Amoun</i>	<i>Grant %</i>	<i>Cash Match</i>	<i>Cash Match %</i>	<i>In-Kind Match</i>	<i>Total Match</i>	<i>Total Match %</i>



Proposed Fiber Location

- Backhaul Connect
- Handholes Testing
- Proposed Fiber
- ▨ Pueblo of Laguna



Connect New Mexico Fund	
Exhibit D - Project Schedule	
Recipient	Pueblo of Laguna
Project Name	Rio Puerco FTTP Project



WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date	Target End Date	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
1.0	Market Assessment		Done	Done	
1.1	Customer evaluation	Completed	Done	Done	Market assessments done in 2021
1.2	Current provider survey	Completed	Done	Done	
1.3	Competitor assessment	Completed	Done	Done	
1.4	Community assessment (villages, anchor institutions,	Completed	Done	Done	Update to community assessments will be completed in 2024
2.0	Network and Engineering Design		Nov-24	Nov-25	
2.1	Route Planning (FTTH and Trunk)	Completed	Oct-23	Done	Route is planned, exact locations confirmed in engineering
2.2	OSP Engineering Trunk from Mesita to Eastern boundary, Highland Meadows and Rio Puerco		Nov-24	Nov-25	Engineering will likely take a year
2.3	Field Surveys		Nov-24	May-25	Field surveys dependent on availability of engineering staff and engineering progress on FTTP project
2.4	Preliminary Basemapping		Nov-24	Mar-25	
3.0	Permitting (right of way, easements, etc.)		Nov-24	Nov-25	
3.1	Section 106		Nov-24	Nov-25	Section 106 and NEPA will be done during engineering
3.2	ROW Acquisition		Jan-24	Nov-25	ROW acquisition will be from NM 6 to Highland Meadows
4.0	Environmental Assessment		Nov-24	May-25	
4.1	NEPA evaluation Sensitive plant analysis Endangered species analysis Cultural preservation Visual quality assessment		Nov-24	May-25	Dependent on availability of outside contractors or Laguna Pueblo staff
5.0	Site Preparation		Aug-25	Aug-25	
5.1	Make Ready to Highland Meadows		Aug-25	Aug-25	Potentially just one pole at firehouse
5.2	Make Ready to Rio Puerco		Aug-25	Aug-25	30 poles in Rio Puerco

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date	Target End Date	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
6.0	Workforce Development		N/A	N/A	
6.1	N/A		N/A	N/A	
7.0	Vendor Selection and Procurement		Nov-24	Jan-26	
7.1	RFP for Network Engineering and Design		Nov-24	Nov-24	Could potentially be included in the FTTP RFP if award announced this summer
7.2	RFP for Inspector		Jul-25	Sep-25	Project will follow State of NM Procurement Requirments
7.3	Material procurement		Aug-25	Jan-26	Project will follow State of NM Procurement Requirments
8.0	Network Deployment/ Construction		Jan-26	Jul-27	
8.1	Cable Placement		Jan-26	Jul-27	
8.2	Splicing		Jan-26	Jul-27	
8.3	Prem termination and install		Jun-26	Jul-27	
8.4	DWDM Engineering & Network design		Jan-26	Jul-26	
8.5	DWDM material procurement		Jan-26	Jul-27	
8.6	DWDM installation		May-27	Jul-27	
9.0	Network Testing		Jul-27	Jul-28	
9.1	DWDM testing and turn up		Jul-27	Jul-28	
9.2	FTTP testing		Jul-27	Jul-28	Project completed by 7/1/28
10.0	Development and Launch of Marketing Strategy and Sales Programs		Mar-25	Jun-28	
10.1	Feast day booth		Mar-25	Oct-25	Outreach to community about FTTP project
10.2	Flyers mailed to existing customers		Jul-28	Jul-28	Flyers will be sent 90, 60, & 30 days before Fiber is lit.
10.3	Begin signing up new customers (FTTH)		Jun-28	Jun-28	One month before the fiber is lit
10.3	See marketing plan				
11.0	Development and Launch of Adoption Assistance Programs		Nov-24	Nov-25	
11.1	Review of ETC process		Nov-24	Nov-25	ACP closed, ETC may be reviewed
11.2	Review state broadband assistance programs		Nov-24	Nov-25	ACP closed, will explore potential state programs
11.3	ACP wind down		Feb-24	Apr-24	Notification of customers
12.0	Launch of Commercial Service		Jun-26	Jul-28	
12.1	Commercial service will be transitioned from WISP to Fiber		Jun-26	Jul-28	Dependent on FTTH project progress

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date	Target End Date	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
13.0	Customer Installations		Jun-28	Jul-28	
13.1	Rio Puerco customer installations		Jun-28	Jul-28	Five houses
13.2	Highland Meadows installation		Jun-28	Jul-28	One drop at fire station

KHI Proposed Rates

Residential Customers

Type of Account Speeds Cost per Tier

Basic 100/100 \$75.00

Tier 1 250/250 \$80.00

Tier 2 500/500 \$90.00

Tier 3 1000/1000 \$100.00

Tier 4 1200/1200 \$125.00

Commercial Customers

Type of Account Speeds Cost per Tier

Basic 100/100 \$75.00

Tier 1 250/250 \$80.00

Tier 2 500/500 \$90.00

Tier 3 1000/1000 \$100.00

Tier 4 1200/1200 \$125.00

Costs for equipment installation and equipment will be covered by the FTTP grant. KHI will work to find subsidies for low-income customers.

Connect New Mexico Fund
Exhibit F - Servicable Locations
Pueblo of Laguna - Rio Puerco FTTP / Middle Mile

OBJECTID	Address	Road	Suffix	X	Y	Lat	Long_
1	17	APACHE	TRL	2979687.376	1464529.494	35.02229	-106.9763
2	47	RIO PUERCO	DR	2984495.626	1464790.77	35.02289	-106.96023
3	41	RIO PUERCO	DR	2984073.597	1464789.439	35.0229	-106.96164
4	33	RIO PUERCO	DR	2983374.048	1464564.685	35.02229	-106.96398
5	30	RIO PUERCO	DR	2983691.377	1465063.475	35.02366	-106.96291
6	29	RIO PUERCO	DR	2983254.69	1464923.917	35.02328	-106.96437
7	44	APACHE	TRL	2980601.514	1463263.644	35.01879	-106.97328
8	Middle Mile	SAN JUAN	RD	4156907.358	11929093.72		

**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: _____

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