

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN REDINET  
AND THE OFFICE OF BROADBAND ACCESS AND EXPANSION**

**Agreement No. SEN-26-011**

**THIS INTERGOVERNMENTAL AGREEMENT** is made and entered into by and between the **Office of Broadband Access and Expansion (“OBAE”)**, a state agency that is administratively attached to the Department of Information Technology and is located at 715 Alta Vista Street, Santa Fe, New Mexico, 87502, and **RediNet**, a multi-governmental joint powers authority, located at 714 Calle Don Diego, Española, New Mexico, 87532, each individually, “Party,” and collectively, “Parties”).

**RECITALS**

- A.** The Office of Broadband Access and Expansion (“OBAE”) is the agency for the State of New Mexico that is charged with increasing broadband connectivity for New Mexicans.
- B.** The OBAE is empowered to plan and manage broadband infrastructure development projects in New Mexico, including development of a middle mile broadband network.
- C.** The OBAE houses the Statewide Education Network (“SEN”), a network that aims to connect all interested public schools and public libraries together through scalable, reliable, affordable, and secure internet connections.
- D.** The Broadband Access and Expansion Act, NMSA 1978, § 63-9J-1, *et seq.*, directs the SEN to integrate regional hub locations for network services and the installation and maintenance of equipment necessary for education in New Mexico.
- E.** In order for the SEN and other OBAE networking priorities to be effectively performed, the OBAE requires a node housing networking equipment to be located in the RediNet fiber hut on the Santa Fe Rodeo Grounds. The OBAE needs a trusted partner that can reliably access the RediNet fiber plant, which spans New Mexico’s northern central region.
- F.** The following municipalities, political subdivisions, and tribal governments formally approved and adopted a Joint Powers Agreement (“JPA”) pursuant to the Joint Powers Agreement Act and have constituted a Board of Directors to manage the RediNet Middle-Mile Broadband Network: the Incorporated County of Los Alamos, New Mexico; Santa Fe County, New Mexico; the City of Española, New Mexico; Rio Arriba County, New Mexico; Ohkay Owingeh; the Pueblo of Santa Clara; the Pueblo of Pojoaque; the Pueblo of Tesuque; and the North Central New Mexico Economic Development District.
- G.** RediNet’s mission is to provide affordable broadband services and create sustainable infrastructure to its members’ constituencies.

- H. RediNet owns a point-of-presence (POP) fiber hut at Santa Fe’s Rodeo Grounds at 3228 Rodeo Road, Santa Fe, NM 87507.
- I. RediNet’s fiber hut requires upgraded equipment if the fiber hut is going to meet the needs of northern New Mexico schools and other entities to which the OBAE provides services.
- J. Pursuant to NMSA 1978, Sections 7-27-12.6 and 63-9J-5-7 (2025), the New Mexico legislature has authorized the creation of an Education Technology Infrastructure Fund to be expended by the OBAE for education technology infrastructure projects.
- K. An agreement that allows the OBAE to assist RediNet with one-time costs to upgrade the Santa Fe Rodeo Grounds POP fiber hut will allow the OBAE to provide broadband services to schools and other entities.

**The Parties agree as follows:**

- 1. **SCOPE OF AGREEMENT.** The OBAE and RediNet shall provide the services set forth in the Scope of Work, which is attached as **Exhibit A** and is incorporated by reference, unless amended or terminated pursuant to this Agreement.
- 2. **COMPENSATION; INVOICE PROCEDURE.**
  - 2.1 The OBAE shall make payments to RediNet for services and costs specified in “**Exhibit A.**” RediNet shall submit certified and documented invoices monthly for actual work performed and expenses incurred to the OBAE. Invoices must include the agreement number for which services have been rendered, must include the OBAE purchase order number, and should be e-mailed to [obaе.invoices@connect.nm.gov](mailto:obaе.invoices@connect.nm.gov). RediNet's failure to submit invoices and supporting documentation within fifteen (15) days after the invoice is due may result in the non-availability of funds for payment or the denial of payment by the OBAE.
  - 2.2 The total amount payable to the RediNet under this Agreement shall not exceed **ONE HUNDRED SIXTY TWO THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS and TWENTY FIVE CENTS (\$162,281.25)**. This amount includes ONE HUNDRED FIFTY THOUSAND DOLLARS and ZERO CENTS (\$150,000.00) for the upgrades plus TWELVE THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS and TWENTY FIVE CENTS (\$12,281.25) for gross receipts tax at 8.1875 percent. This amount is the maximum, and the OBAE does not guarantee that the work assigned to RediNet shall equal the amount stated herein.
  - 2.3 Absent a written amendment to this Agreement, the OBAE will not pay RediNet for any amount that exceeds the maximum total amount listed in “**Exhibit A.**”

- 2.4 Payment for the upgrades will be made upon submission of documentation by RediNet to the OBAE that demonstrates that the work completed meets the requirements found in “**Exhibit A.**”
- 2.5 RediNet accepts the OBAE's grant of the Funds and presents, obligates, and otherwise states that RediNet will use the Funds that RediNet receives from the OBAE solely and exclusively to accomplish the scope of work and for no other reason, endeavor, project or purpose.
- 2.6 RediNet agrees to communicate, coordinate, work with and otherwise comply with any OBAE reporting requirements concerning the disposition and use of the Funds to timely accomplish the purpose.
- 2.7 Requests for payment by RediNet to the OBAE must comply with the Invoice Reimbursement procedure outlined above.
- 2.8 The Parties agree that the agreed-upon exchange of payment for the items contained in “**Exhibit A**” of this Agreement is of substantially equal value and serves as adequate consideration.

3. **ACCEPTANCE.**

- 3.1 Upon RediNet’s completion and delivery of the facility upgrades described in “**Exhibit A**” of this Agreement, RediNet will notify officials from the OBAE for inspection and acceptance of the facility upgrades.
- 3.2 The OBAE will determine whether the facility upgrades that were completed by RediNet meet the specifications stated in “**Exhibit A**” of this Agreement. The OBAE will not make payment otherwise due for any invoiced work on the facility upgrades until the OBAE accepts the facility upgrades in writing. Acceptance should provide by the OBAE within thirty (30) days of receipt of notice of completion unless the OBAE rejects the facility upgrades as described below.

4. **REJECTION.**

- 4.1 The OBAE shall have thirty (30) days from receipt of notice from RediNet that the facility upgrades have been completed to reject the facility upgrades as meeting the standards set forth in the Scope of Work, which is attached as **Exhibit A** and incorporated by reference.
- 4.2 If the OBAE fails to give RediNet notice of the OBAE’s rejection within the 30-day Acceptance/Rejection Period, the facility upgrades will be deemed to be Accepted by the OBAE. In the event that the OBAE rejects the facility upgrades within the period allotted to accept or reject, the OBAE will send to

RediNet a rejection notice together with comments (“Comments”) indicating the issues, unacceptable items, or requested revisions that RediNet should make or perform with respect to the rejected item. Upon RediNet’s receipt of the OBAE’s rejection and comments, RediNet will have fourteen (14) days or other reasonable time frame agreed to in writing by the OBAE, to make available for review by the OBAE any revisions, corrections, or modifications made in response to the OBAE’s Comments. Upon review of RediNet’s revised, corrected, or modified (“Revised”) facility upgrades, the OBAE will determine whether the Revised facility upgrades is acceptable. The OBAE will then issue a written determination of the OBAE’s acceptance or rejection of the Revised facility upgrades within thirty (30) days of the OBAE’s review of the Revised facility upgrades. In the event that the OBAE rejects the Revised facility upgrades a second time, RediNet will be then required to provide a remediation plan that will include a list of RediNet’s planned corrective measures and an associated timeline for RediNet to complete its remediation of the identified issue. RediNet’s remediation plan must be accepted by the OBAE prior to RediNet’s implementation of its remediation plan. In the event the OBAE rejects the facility upgrades three times, the OBAE may declare RediNet to be in default and may immediately terminate this Agreement. The OBAE may then seek to recover from RediNet any and all damages and remedies available hereunder and otherwise available in law or equity, provided that the OBAE shall not be entitled to an award of damages to the extent the delay was caused, in whole or in part, due to the OBAE’s own actions or omissions.

5. **EFFECTIVE DATE; TERM.** This Agreement is effective on the date of the last signature of the Parties. RediNet shall have one-hundred twenty (120) days from the issuance of the Notice to Proceed to complete the facility upgrades.
6. **TERMINATION.**
  - 6.1 This Agreement may be terminated by either Party upon written notice to be delivered to the other Party not less than thirty (30) days prior to the intended date of termination.
  - 6.2 The OBAE may terminate this Agreement for convenience or cause. RediNet may terminate this Agreement based upon the OBAE’s uncured, material breach of this Agreement.
  - 6.3 By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. This provision is not exclusive and does not waive other legal rights and remedies afforded the State in such circumstances as RediNet’s default or RediNet’s breach of contract.
7. **OWNERSHIP OF EQUIPMENT.** RediNet shall retain ownership of any equipment purchased pursuant to this Agreement upon termination of this Agreement.

8. **EQUIPMENT USAGE.** RediNet is permitted to use any equipment purchased on this Agreement for non-OBAE purposes. This provision does not diminish RediNet's obligations under this Agreement.
9. **NOTICE.** Whenever written notice related to this Agreement is to be given to a Party, the following individuals are identified as the designated representatives of the respective Parties:

**For the OBAE:**

Ovidiu Viorica  
Broadband Manager  
Office of Broadband Access and Expansion  
6000 Uptown Blvd NE, Suite 410  
Albuquerque, NM 87110  
(505) 270-1355  
ovidiu.viorica@connect.nm.gov

**For RediNet:**

Jerrold Baca  
General Manager  
RediNet  
714 Calle Don Diego  
Española, NM 87532  
(505) 901-1133  
jerrold.baca@redinetnm.org

10. **DISPUTE RESOLUTION.** Disputes on any matter relating to this Agreement shall be discussed and resolved by authorized representatives of each Party who have the authority to bind the Party that they represent. The Parties shall use their best efforts to resolve the dispute within a reasonable time period as determined by the representatives and may pursue any other legal means, such as mediation, to resolve disputes that may arise from or under this Agreement.
11. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.
12. **INDEMNIFICATION.** Any liability incurred by the OBAE or RediNet in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, *et seq.*, NMSA 1978, as amended.
13. **SUBCONTRACTING.** RediNet shall be permitted to subcontract its obligations under this Agreement.
14. **LIABILITY.**
- 14.1 Liability for damages arising out of injury to persons or damage to real, tangible, or intangible property if and to the extent that the injury or damage was caused by or due to the fault or negligence of an entity to which RediNet has subcontracted its obligations under this Agreement is subject to New Mexico law.

**14.2** A defect of any equipment provided or installed, provided in whole or in part by an entity to which RediNet has subcontracted its obligations under this Agreement is subject to New Mexico law.

**14.3** Neither RediNet nor an entity to which RediNet has subcontracted its obligations under this Agreement shall be liable for damages arising out of, or caused by, alterations made by the OBAE to any equipment or its installation or for losses caused by the OBAE’s fault or negligence.

**15. INSURANCE.** RediNet shall require any third party to which RediNet subcontracts its obligations under this Agreement to provide proof to RediNet that the subcontractor maintains, throughout the term of its agreement with the OBAE, insurance coverage with minimum limits as follows:

Type of Coverage Required	Minimum Limits of Coverage
1. Workers’ Compensation	Statutory
2. Employer’s Liability	\$500,000.00
3. Comprehensive General Liability	Bodily Injury: \$300,000.00 per person/ \$1,000,000.00 per occurrence; and Property Damage: \$300,000.00 or combined single limit coverage of \$1,000,000.00 per occurrence.
4. Auto Liability	Same limits as General Liability
5. Commercial Umbrella	\$5,000,000.00

**16. DEFAULT/BREACH.** In accordance with applicable law, in the case of default or breach by either Party, the non-defaulting or non-breaching Party may seek all remedies available under the terms of this Agreement and under law or equity.

**17. WAIVER.** A Party’s failure to require strict performance of any provision of this Agreement shall not waive or diminish that Party’s right to demand strict compliance with that provision or any other provision. No waiver by a Party of any of its rights under this Agreement shall be effective unless expressed and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

**18. MAINTENANCE OF RECORDS.** The Parties agree to keep such records as may be required by and of the OBAE and RediNet relative to the subject matter of this Agreement. These records shall be maintained for a period of five (5) years following the termination of this Agreement and shall be subject to inspection as provided by law. Should litigation arise from this Agreement, the period of access and examination described above, shall continue until such appeals, litigation, or claims have been resolved.

19. **FUNDS ACCOUNTABILITY.** The parties shall provide for strict accountability of all monies made subject to this Agreement. RediNet shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to RediNet pursuant to this Agreement.
20. **INSPECTION OF PUBLIC RECORDS ACT.** Each party is separately and independently responsible for complying with an Inspection of Public Records Act request for records. Each party shall notify the other when receiving an Inspection of Public Records Act request relating to this Agreement and provide a copy of any responsive records it intends to make available.
21. **EXECUTION OF DOCUMENTS.** The Parties agree to execute any documents necessary to implement the terms of this Agreement.
22. **CALCULATION OF TIME.** Any time period calculated by reference to “days” means calendar days provided, however, that if the last day for a given act falls on a Saturday, Sunday, or a holiday observed by the State of New Mexico, the day for such act shall be the first day following that is not a Saturday, Sunday, or an observed holiday.
23. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
24. **APPROPRIATIONS.** Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.
25. **SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE.**
  - 25.1 **Severable.** The provisions of this Agreement are severable, and if a clause, sentence, or paragraph of this Agreement is determined to be invalid by a court or agency or commission having jurisdiction over the subject matter, such invalidity shall not affect other provisions of this Agreement, which can be given effect without the invalid provision.
  - 25.2 **Merger, Scope, Order of Precedence.** This Agreement incorporates all agreements, covenants, and understandings between the Parties concerning the subject matter of this Agreement, and all such agreements, covenants, and understandings have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees shall be valid or enforceable unless embodied in this Agreement.
26. **HEADINGS.** The headings in this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement. Numbered or lettered provisions, sections, and subsections contained in this Agreement refer only to provisions, sections, and subsections of this Agreement unless otherwise expressly stated.

27. **FORCE MAJEURE.** Neither Party shall be liable in damages or have any right to terminate this Agreement for any delay or default in performing its obligations under this Agreement if such delay or default is caused by conditions beyond the Party's control, including, but not limited to, Acts of God, government restrictions, wars, insurrections, or any other cause beyond the reasonable control of the Party whose performance is affected.

**The remainder of this page is intentionally left blank.**

The Parties' authorized representatives sign this Agreement as follows:

**REDINET**

Signed by:  
By:  \_\_\_\_\_ Date: 2/4/2026  
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Justin Greene  
Board Chairman

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


Signed by:  
By:  \_\_\_\_\_ Date: 2/7/2026  
9E75E32E1840434...  
Jeff Lopez  
Director

Reviewed for financial sufficiency:

Signed by:  
By:  \_\_\_\_\_ Date: 2/6/2026  
46D77CF4A2004B1...  
Silvia Rodarte  
Chief Financial Officer

Reviewed for legal sufficiency:

DocuSigned by:  
By:  \_\_\_\_\_ Date: 2/4/2026  
C0140201B8F94E1...  
Cass Brulotte  
General Counsel



## SEN-26-011 – EXHIBIT A – SCOPE OF WORK

### Scope of Work between the New Mexico Office of Broadband Access and Expansion (OBAE) and RediNet

#### 1. Scope of Work Overview

RediNet shall provide non-recurring services to support the New Mexico Office of Broadband Access and Expansion (OBAE) by upgrading the Santa Fe Rodeo Grounds POP fiber hut (3231 Rodeo Rd, Santa Fe, NM 87507) to meet OBAE SEN Node colocation specifications. These services align with OBAE's mission to enhance and maintain broadband infrastructure in New Mexico. This document outlines the non-recurring services and associated costs.

#### 2. Services to be Provided

RediNet agrees to deliver the following non-recurring services:

- **Facility Upgrades:** Upgrade the fiber hut with necessary modifications, including:
  - Remote Monitoring: Remote Access Equipment to allow for 24/7/365 site access and facility monitoring.
  - Uninterruptible Power Supply (UPS): Provide battery backup during power interruptions.
  - Generator: Ensure extended uninterrupted power supply during power interruptions.
  - HVAC: Heating, Ventilation, and Air Conditioning system to ensure optimal indoor air quality, temperature control, and energy efficiency for a safe and comfortable environment.
  - Tools: Equipment to validate Fiber Optic cable specifications and facility maintenance.
    - Fusion Splicers
    - Fiber Cleavers
    - Optical Time Domain Reflectometer
    - Optical Power Meters
    - Visual Fault Locators
    - Fiber Stripers
    - Crimping Tools
    - Polishing Tools
    - Connector Insertions/Removal Tools
    - Cleaning Kits
  - Fire Suppression: System to protect lives, minimize property damage, and ensure compliance with fire safety regulations in the designated area.
  - Labor: Installation of the above equipment.

#### 3. Process for Requesting and Fulfilling Services

##### 3.1 Quotes and Orders

- RediNet will provide written quotes for non-recurring services, including facility upgrades costs, upon request.
- OBAE reviews and approves quotes by issuing a Purchase Order and Notice to Proceed.

**3.2 Delivery and Invoicing**

- RediNet initiates services, including facility upgrades, upon receipt of the Notice to Proceed.
- Invoices will be provided upon service completion and in compliance with the terms of this agreement.

**4. Timeline**

- **Facility Upgrades:** Completed within 120 days of award.

**5. Service Fees and Payment**

- **Term of Agreement:** One-time.
- **Total Cost:** \$162,281.25.
- **Budget Breakdown:**
  - Facility Upgrades: \$150,000
  - Gross Receipts Taxes at a rate of 8.1875 percent: \$12,281.25

**Facility Upgrades**

<b>Item</b>	<b>Description</b>
Remote Monitoring	Remote Access Equipment to allow for 24/7/365 site access and facility monitoring.
HVAC	Heating, ventilation, and air conditioning (HVAC) to control the temperature, humidity, and purity of the air in the fiber hut.
Fire Suppression	Fire suppression systems are specialized solutions designed to protect sensitive electronic equipment from fire damage.
UPS	Uninterruptible Power Supply to provide battery backup during power interruptions.
Generator	Ensures extended uninterrupted power supply during power interruptions.
Tools	Equipment to validate Fiber Optic cable specifications and facility maintenance.
Labor	Labor for installation of above equipment.
Project Management	Oversight of facility upgrade project: monitors and maintains project schedule, status and costs; submits project progress reports to OBAE Key Contacts upon request.

**6. Key Contacts**

RediNet and OBAE will maintain an updated list of authorized representatives for service coordination and technical liaison purposes.

**Key Contacts List**

<b>RediNet Contact Information</b>		<b>OBAE/OBAE Contact Information</b>	
<b>For:</b>	<b>Contact:</b>	<b>For:</b>	<b>Contact:</b>
<b>Incidents/Problems</b>	<b>Jerrold Baca</b> General Manager 505-901-1133 714 Calle Don Diego Española, NM 87532	<b>Authorized Requestors</b>	<b>Ovidiu Viorica</b> 505-270-1355 <b>Eric Moores</b> 505-538-5520 6000 Uptown Blvd. NE, Suite 410 Albuquerque, NM 87110
<b>Requests for Service: General Inquiries, Escorted Access, Peering Change, New Cross-Connect</b>	<b>Jerrold Baca</b> General Manager 505-901-1133 714 Calle Don Diego Española, NM 87532	<b>Authorized Change Submitter</b>	<b>Ovidiu Viorica</b> 505-270-1355 <b>Eric Moores</b> 505-538-5520 6000 Uptown Blvd. NE, Suite 410 Albuquerque, NM 87110
<b>Service Level Manager</b>	<b>Jerrold Baca</b> General Manager 505-901-1133 714 Calle Don Diego Española, NM 87532		
<b>Billing Inquiries</b>	<b>Jerrold Baca</b> General Manager 505-901-1133 714 Calle Don Diego Española, NM 87532	<b>Payment Inquiries</b>	<b>Ovidiu Viorica</b> 505-270-1355 6000 Uptown Blvd. NE, Suite 410 Albuquerque, NM 87110