

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

Agreement No. SEN-26-012

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 OBAE facilitates a variety of projects that enhance connectivity throughout northern New Mexico.
- E.** 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.
- F.** In order for the SEN and other OBAE networking priorities to be effectively performed, the OBAE requires that a node housing networking equipment 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.
- G.** 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.

- H. RediNet’s mission is to provide affordable broadband services and create sustainable infrastructure to its members’ constituencies.
- I. RediNet owns a point-of-presence (POP) fiber hut at Santa Fe’s Rodeo Grounds at 3228 Rodeo Road, Santa Fe, NM 87507.
- J. Housing the OBAE’s networking equipment at RediNet’s fiber hut requires operations and maintenance.
- K. 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, and it is appropriate to use the Education Technology Infrastructure Fund to fund the work contemplated by this Agreement.
- L. An agreement that allows the OBAE to receive access to facilities, 400 gigabit optical wavelength, cross-connect services, colocation services, and technical services in exchange for recurring payments for those services falls within the parameters of the legislature’s mandate for expending public monies on education technology infrastructure and services.

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 total amount payable to the RediNet under this Agreement shall not exceed **THREE HUNDRED FORTY EIGHT THOUSAND THREE HUNDRED SIXTY THREE DOLLARS and SEVENTY FIVE CENTS (\$348,363.75)**. This amount includes THREE HUNDRED TWENTY TWO THOUSAND DOLLARS and ZERO CENTS (\$322,000.00) for the SEN Operations plus TWENTY SIX THOUSAND THREE HUNDRED SIXTY THREE DOLLARS and SEVENTY FIVE CENTS (\$26,363.75) 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.
 - 2.2 The OBAE shall make payments to RediNet for services and costs specified in **“Exhibit A.”**

- 2.3 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. 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.
- 2.4 The Parties agree that the agreed-upon exchange of payment for services contained in this Agreement is of substantially equal value and serves as adequate consideration.
3. **EFFECTIVE DATE; TERM.** This Agreement is effective on the date of the last signature of the Parties. This Agreement terminates sixty (60) months from the date of the OBAE's written acceptance of equipment installation and functional testing.
4. **TERMINATION.**

 - 4.1 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.
 - 4.2 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. If RediNet terminates this Agreement based upon the OBAE's uncured, material breach of this Agreement, RediNet must give the OBAE ninety (90) days written notice.
 - 4.3 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.
5. **OWNERSHIP OF EQUIPMENT.** RediNet shall retain ownership of any equipment purchased pursuant to this Agreement upon termination of this Agreement.
6. **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.

7. **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

8. **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.
9. **AMENDMENT.** This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.
10. **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.
11. **ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.** RediNet shall be permitted to assign, delegate, or subcontract its obligations under this Agreement.
12. **LIABILITY.**
- 12.1 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 assigned, delegated, or subcontracted its obligations under this Agreement is subject to New Mexico law.
- 12.2 A defect of any equipment provided or installed, provided in whole or in part by an entity to which RediNet has assigned, delegated, or subcontracted its obligations under this Agreement is subject to New Mexico law.

13. **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

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.

19. **EXECUTION OF DOCUMENTS.** The Parties agree to execute any documents necessary to implement the terms of this Agreement.
20. **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.
21. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of New Mexico.
22. **APPROPRIATIONS.** Performance under this Agreement is contingent upon sufficient authority and appropriations granted by the New Mexico State Legislature.
23. **SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE.**
 - 23.1 **Severability.** 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.
 - 23.2 **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.
24. **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.
25. **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.

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

REDINET

By:  Signed by: _____ Date: 2/4/2026
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Justin Greene
Chairman

STATE OF NEW MEXICO OFFICE OF BROADBAND ACCESS AND EXPANSION

By:  Signed by: _____ Date: 2/10/2026
9E75E32E1840434...
Jeff Lopez
Director

Reviewed for financial sufficiency:

By:  Signed by: _____ Date: 2/10/2026
46D77CF4A2004B1...
Silvia Rodarte
Chief Financial Officer

Reviewed for legal sufficiency:

By:  DocuSigned by: _____ Date: 2/7/2026
60140201B6F94E1...
Cass Brulotte
General Counsel



SEN-26-012 – 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 ongoing operational services to support the New Mexico Office of Broadband Access and Expansion (OBAE) connectivity and colocation needs at the Santa Fe Rodeo Grounds POP fiber hut (3231 Rodeo Rd, Santa Fe, NM 87507). These services align with OBAE's mission to enhance and maintain broadband infrastructure in New Mexico. This document outlines the operational services and associated costs.

2. Services to be Provided

RediNet agrees to deliver the following operational services:

- **Access to Facilities:** Provide 24/7/365 access to RediNet's Santa Fe Rodeo Grounds POP fiber hut to house OBAE SEN Node colocation equipment.
- **400 gigabit optical wavelength Leasing:** Lease 400 gigabit optical wavelength to the Simms building (715 Alta Vista, Santa Fe, NM 87505) for OBAE's connectivity needs.
- **Cross-Connect Services:** Setup and facilitate cross-connect changes as required, with no additional monthly fees.
- **Colocation Services:**
 - Initial collocation for one full rack provided by RediNet.
 - Generator and UPS-backed power (2X 208V / 30A LR6).
 - Additional options for full or half racks as needed for OBAE and OBAE partners.
 - Maintain access security and environment at optimum equipment operational parameters.
- **Technical Services:** Hourly billed support for:
 - System modifications.
 - Onboarding of new participants.
 - Minor technical changes.
 - Emergency and maintenance operations.
 - Emergencies are defined as events found in the chart below titled "Priority Levels and Turnaround Times."

3. Process for Requesting and Fulfilling Services

3.1 Requests

- OBAE submits written service requests to RediNet.
- Services included in this agreement are described above; additional services can be requested in writing.

3.2 Quotes and Orders

- RediNet will provide written quotes for services, including 400 gigabit optical wavelength leasing, upon request.
- OBAE reviews and approves quotes by issuing a Purchase Order and Notice to Proceed.

3.3 Delivery and Invoicing

- RediNet initiates services, including 400 gigabit optical wavelength provisioning, upon receipt of the Notice to Proceed.
- Invoices will be provided upon service completion and OBAE acceptance, in compliance with the terms of this agreement.

3.4 Support, Maintenance, and Incident Management Services

- RediNet shall provide monthly invoices for all services provided for in the Agreement.

4. Service Availability

RediNet will make reasonable efforts to ensure the continuous availability of services, except during scheduled maintenance.

- **Support Availability:**

- Remote Access Support: 24/7/365.
- On-Call Support: 24/7/365.
- On-Site Support: Monday–Friday, 8:00 AM–5:00 PM (Mountain Time), excluding RediNet holidays.

5. Maintenance Windows

RediNet will conduct scheduled maintenance during predefined windows for operational services:

- Weekly Maintenance: Tuesdays and Thursdays, 5:00 AM–7:00 AM.
- Monthly Maintenance: First Tuesday of each month, 4:00 AM–8:00 AM.
- Quarterly Maintenance: January, April, July, and October (first Tuesday), 4:00 AM–12:00 PM for major upgrades.
- Annual Maintenance: RediNet will notify OBAE at least 30 days in advance.

6. Incident Management

- OBAE will attempt to resolve issues internally before contacting RediNet.
- Authorized OBAE personnel may escalate unresolved issues related to operational services to RediNet.
- RediNet will address incidents per priority levels.

Priority Levels and Turnaround Times

Priority Levels for Incidents	Description	Response Times	Resolution Goals
Priority 1 Critical Business Impact	Severe Service Degradation or Outage, or there is a critical impact to OBAE operation. SUBMIT VIA PHONE ONLY	RediNet analyst assigned within 15 minutes upon receipt of call and initial notification to OBAE within 10 minutes upon assignment to analyst.	Within 4 hours of Incident Report
Priority 2 Major Business Impact	Existing service operations are impaired, and some business operations are negatively affected.	RediNet analyst assigned within 1 hour and initial notification to OBAE within 10 minutes upon assignment to analyst.	Within 24 hours of Incident Report
Priority 3 Minor Business Impact	Service performance may be impaired, while most business operations remain functional.	RediNet analyst assigned within same business day and initial notification to OBAE within 10 minutes upon assignment to analyst.	Within 7 business days of Incident Report

7. Service Improvement Escalation

If OBAE is dissatisfied with services, concerns can be escalated to the RediNet Service Level Manager or higher-level managers.

8. OBAE Responsibilities

OBAE shall:

- Ensure data security and disaster recovery readiness.
- Provide network connectivity to the RediNet colocation facility for its' own use.
- Provide network connectivity over the 400 gigabit optical wavelength to the Simms building.
- Maintain OBAE-owned equipment and train staff as needed.
- Provide timely payment of invoices and feedback on services.
- Collaborate with RediNet on incident resolution.

9. Service Fees and Payment

- **Term of Agreement:** 60 months.
- **Fees:** As outlined in the table below.
- **Adjustments:** Fees may increase if the costs of underlying contracts (e.g., utilities, maintenance) rise.

Recurring Costs

Item	Unit Cost	NTE Cost	Description
Occupied Rack (Monthly)	\$ 950	\$ 57,000	One SEN rack. Additional racks charged at \$950/rack/month upon approval of a change request.
400 gigabit optical wavelength (Monthly)	\$ 4,000	\$ 240,000	Lease of 400 gigabit optical wavelength from the fiber hut to 715 Alta Vista (Simms building).
Cross Connect (Monthly)	\$ 0	\$ 0	Cross Connect fees.
Labor (Hourly)	\$ 100	\$ 25,000	Allowance for 50 labor hours per year @ \$100/hour to support equipment changes and onboarding of new SEN participants. Invoiced monthly as services are completed (approved by OBAE representative).
Total 5 Years NTE SEN Operations		\$ 322,000.00	
Estimated NMGRT @ 8.1875%		\$ 26,363.75	
Total NTE PO Amount		\$ 348,363.75	

10. Key Contacts

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

Key Contacts List

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