

**STATE OF NEW MEXICO
DEPARTMENT OF Information Technology
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AMENDMENT is made and entered into by and between the State of New Mexico, Office of Broadband Access & Expansion ("OBAE"), and the Department of Information Technology ("DoIT") both at 715 Alta Vista Street, Santa Fe, New Mexico, 87502, and Navajo Nation at 100 Parkway Post Office Box 7440, Window Rock, AZ 86515, hereinafter called the "Grantee".

The purpose of this Amendment is to:

**ASSIGN RESPONSIBILITIES OF THE AGREEMENT FROM DOIT TO OBAE;
and**

**EXTEND THE APPROPRIATION DATE PER 2024 SB 0246- SECTION 136.,
RELATING TO CAPITAL EXPENDITURES; REAUTHORIZING OR
REAPPROPRIATING BALANCES, EXPANDING OR CHANGING PURPOSES,
EXTENDING EXPENDITURE PERIODS, CHANGING AGENCIES AND
ESTABLISHING CONDITIONS FOR THE REVERSION OR TRANSFER OF
UNEXPENDED BALANCES OF APPROPRIATIONS MADE BY THE LEGISLATURE
IN PRIOR YEARS; DECLARING AN EMERGENCY.**

**ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND
REVERSION DATE**

A. The project that is the subject of this Agreement is described as follows:

**Project # 35513
Severance Tax Bonds Fund Code
Appropriation ID E2269
Year 2020
Chapter/Section 81/31
Appropriation Title "NAVAJO NATION BROADBAND PRJT"**

APPROPRIATION EXTEND DATE: 30-JUN-2026

Laws of 2020, Chapter 81, Section 31, Paragraph 2, three million dollars (\$3,000,000.00), to acquire easements and rights of way and to plan, design and construct improvements, including conducting archaeological and environmental studies and enhanced 911 and rural addressing, for the broadband internet access project across the Navajo Nation in McKinley, San Juan, Rio Arriba, Sandoval, Bernalillo, Cibola and Socorro counties.

The Grantee's total reimbursements under this Agreement shall not exceed three million dollars (\$3,000,000.00) which is hereinafter referred to as "Appropriation Amount."

B. In the event the Appropriation Amount in this Agreement is greater than the amount stated in the laws cited in Article I.A. above, Grantee acknowledges and agrees that the amount stated in those laws is the maximum amount available to it under this Agreement.

In the event of a conflict between the Reversion Date and/or the purpose of the Project and/or the Reversion Date as set forth in this Agreement, and the corresponding appropriation language in the laws cited herein Article I. A., the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I. A. is referred to collectively throughout the remainder of this Agreement as the "Project Description." Scope of work description: To procure easements and rights of way and to plan, design and construct improvements, including conducting archaeological and environmental studies and enhanced 911 and rural addressing, for the broadband internet access to include fiber optics.

The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE III. NOTICE AND PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The parties hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: Navajo Nation

Name: Dr. Buu Nygren

Title: President

Address: 100 Parkway Post Office Box 7440, Window Rock, AZ 86515

Email: presidentnygren@navajo-nsn.gov

Telephone: 928-871-7000

Fax: 928-871-4025

Department: Office of Broadband Access and Expansion

Name: Mr. Drew Lovelace

Title: Acting Director

Address: 715 Alta Vista Street, Santa Fe, NM 87505

Email: drew.lovelace@connect.nm.gov

Telephone: 505-796-1672

The parties agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile,

email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

[NEW SECTION]

ARTICLE XX. ASSIGNMENT OF RESPONSILBITIES AND OBLIGATIONS

The Department of Information Technology hereby transfers all responsibilities and obligations contained within the Agreement for Project #35513 to the Office of Broadband Access and Expansion.

All references within the agreement to "The Department" or "DoIT" shall be read and construed as though stating "OBAE."

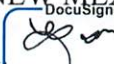
All other articles and deliverables of the original agreement remain the same.

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

GRANTEE


By:  Date: NOV - 8 2024
Dr. Buu Nygren, President, Navajo Nation

NEW MEXICO DEPARTMENT OF INFORMATION TECHNOLOGY


DocuSigned by: 
By: _____ Date: 9/23/2024
437214FB82C453
Raja Sambandam, Acting Cabinet Secretary for DoIT

DocuSigned by: 
By: _____ Date: 
3F27FC45E7C4438
Drew Lovelace, Acting Director for OBAE

Approved for legal sufficiency:

DocuSigned by: 
By: _____ Date: 9/20/2024
C01402D1B6E94E1
Cassandra Brulotte, Acting General Counsel
Office of Broadband Access and Expansion

Approved for financial sufficiency:

DocuSigned by: 
By: _____ Date: 9/20/2024
7618DA20271446A
Eve Banner, Chief Financial Officer
Department of Information Technology