

**INCORPORATED COUNTY OF LOS ALAMOS
AND
SAN ILDEFONSO SERVICES, LLC**

**BROADBAND MIDDLE MILE GRANT AGREEMENT
TO PROVIDE MATCHING FUNDS**

This Grant Agreement (hereinafter “**Agreement**”) constitutes a matching fund grant from the Incorporated County of Los Alamos (**County or Grantor**) to San Ildefonso Services, LLC (**SIS or Grantee**), a tribally chartered corporation wholly owned by the Pueblo de San Ildefonso, a federally recognized Indian tribe located in the State of New Mexico (**Pueblo**), collectively hereinafter referred to as the “**Parties.**”

RECITALS

WHEREAS, the Council of the Incorporated County of Los Alamos passed a Motion on March 5, 2024, to appropriate TWO MILLION DOLLARS (\$2,000,000) in the form of a grant (**County Grant**) to provide match funding (**Matching Funds**) to the Grantee’s Office of Broadband Access and Expansion Middle Mile project to help plan, design, engineer, construct and equip a middle mile broadband infrastructure project, including wireless towers, within, adjoining, near and covering the transportation corridors including state highways NM-31, NM-502 and NM-4, between the Pueblo de San Ildefonso, Espanola, Pojoaque and White Rock;

WHEREAS, the State of New Mexico through the Office of Broadband Access and Expansion (**OBAE**) awarded, on September 16, 2024, a subaward to Grantee in the amount of \$3,473,312.15, subject to the Connect New Mexico Grant Agreement # CNMF0824A04 (**OBAE Grant**) in accordance with NMSA §6-5-1 *et. seq.*, NMSA §13-1-1 *et. seq.*, §1.4 NMAC, and §2.20 NMAC for the broadband infrastructure project as described in the OBAE Grant;

WHEREAS, the County’s Matching Funds are based upon Grantee’s acceptance, participation and compliance with the OBAE Grant;

WHEREAS, Grantee has registered with the Internal Revenue Service in its name as stated herein, and been issued EIN 32-0207753;

WHEREAS, this Agreement is intended to memorialize an agreement between the County and Grantee regarding the award of the County Matching Funds required by the OBAE Grant, and contains the entire understanding and agreement between the Parties;

WHEREAS, the County’s Matching Funds are made contingent on this written Agreement between the County and the Grantee delineating the Parties’ respective obligations and responsibilities;

WHEREAS, the Parties incorporate herein, without repeating, the relevant terms of the OBAE Grant, including any amendments, if any, as set forth in this Agreement.

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

ARTICLE 1 – COUNTY GRANT

The Council of the Incorporated County of Los Alamos, by Motion unanimously passed on March 5, 2024, appropriated and committed TWO MILLION DOLLARS (\$2,000,000) in the form of a grant, as the County’s 36.5% Matching Funds to the OBAE Grant toward Grantee’s community and regional effort to plan, design, engineer, construct and equip a middle mile broadband infrastructure project, including wireless towers, within, adjoining, near and covering the transportation corridors between the Pueblo de San Ildefonso, Espanola, Pojoaque and White Rock.

ARTICLE 2 – CONTRACT DOCUMENTS

- A. The “Contract Documents” described in the OBAE Grant, and any amendments thereto, are incorporated herein, including the following OBAE Grant 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 the OBAE Grant (**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 Disbursement (**Exhibit G**)
- B. In the case of dispute or ambiguity arising between any of the Contract Documents, the relevant terms and conditions set forth in the OBAE Grant, and the main body of this Agreement, this Agreement and its amendments, if any, 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 County hereby awards exclusively to Grantee a sum not to exceed TWO MILLION DOLLARS (\$2,000,000) to be used for the purposes of funding portions of the broadband infrastructure project as specified in Exhibit A of the OBAE Grant (the “**Project**”). The County Matching Funds are to be used for approved eligible costs, construction and expansion of high-speed broadband infrastructure used to provide service as specified in Exhibit B of the OBAE Grant.

- 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 be used to cover expenses incurred during the period of performance as described in Article 4(B) and for allowable closeout costs incurred during the grant closeout process. A non-exhaustive list of eligible expenses includes:
1. OBAE Application Preparation
 2. Permitting and Regulatory Reviews
 3. Network Planning and Design
 4. 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.
 5. Personnel Costs
 6. Any costs directly or indirectly related to the above enumerated paragraphs 1 through 5 and as agreed upon by the County and Grantee so long as such cost complies with the OBAE Grant.
- C. Matching Funds. This County Grant is provided to satisfy the required matching funds contribution in the amount of at least TWO MILLION DOLLARS (\$2,000,000) for the Project, approximately 36.5% of the total Project cost. Matching Funds must consist of cash and in-kind contributions as expressly described in the Detailed Project Budget attached as Exhibit B, part of the OBAE Grant.
- D. Availability of Grant Funds. Notwithstanding anything in this Agreement to the contrary, all obligations of the County hereunder, including, without limitation, the disbursement of Matching Funds pursuant to this Agreement are contingent upon Grantee's compliance with the OBAE Grant.
- E. Overbudget. Grantee is responsible for performing to completion, the Project, even if the total actual expenditures exceed the amount stated in the Detailed Project Budget, Exhibit B, and Grantee solely assumes any financial risk should the Project come in over budget; provided that any cost increases due to delays outside of Grantee's control may be shared by the County and Grantee upon mutually acceptable terms, in writing. County and Grantee may also consent to amend this Agreement, in writing, to increase the Matching Funds. Any such amendment to increase the amount of the Matching Funds, shall require County Council approval before being effective.
- F. Remaining Funds. In the event Matching Funds are not expended in their entirety, any remaining Matching Funds may be re-directed as agreed upon in writing by the County and Grantee.

- G. Budget. The Matching Funds shall be available for disbursement to the Grantee for the Project after this Agreement is fully executed or the expenditure of the OBAE Grant amount, whichever occurs first.

ARTICLE 4 – 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 of the OBAE Grant (hereinafter “**Performance Period**”). The Grantee must inform County of any extensions required by the OBAE Grant which would affect the Performance Period here. In the event of an extension of the Performance Period required by the OBAE Grant, the Grantee is not required to seek approval from the County for such extension here. Other circumstances may arise for which Grantee may request approval from the County 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 extension period.
- 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, 2026 (hereinafter “**Budget Period**”), unless extended upon agreement by both parties in writing. Grantee must submit to the County, no later than 90 calendar days or a later date if required by the OBAE Grant (or an earlier date as agreed upon in writing by Grantee and the County) after the end date of the Performance Period, all financial, performance, and other reports as required by the terms and conditions of the County Grant, if any.

ARTICLE 5 – 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 County (collectively “**Scope of Work**,” attached as Exhibit A to the OBAE Grant), are incorporated into this Agreement. Grantee shall engage in activities as set forth in the Scope of Work. In considering any change request by Grantee, the County may consider mitigating factors not caused by Grantee and/or outside Grantee’s control.

ARTICLE 6 – 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 accordance with the

OBAE Grant, the Scope of Work and Project OBAE Grant, including the Project administration requirements, including but not limited to, the following:

1. Procure and provide construction and installation of all necessary broadband infrastructure and equipment for the Project.
 2. Develop an operation and maintenance plan for the system upon Project completion.
- B. Non-Discrimination. Grantee agrees to comply with all other applicable state statutes, regulations 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. The Pueblo and Grantee are not subject to the provisions of the New Mexico Human Rights Act, NMSA §28-1-1 *et. seq.*
- D. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance with state laws, regulations, and related guidance, the OBAE Grant, and this Agreement. The County or their authorized representative shall have the right of access to records (electronic and otherwise) of Grantee, with 48 hours advance written notice, in order to conduct audits or other investigations related to the Matching Funds. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended.
- 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 Agreement. Grantee must disclose, in writing, to the County, any conflict of interest or potential conflict of interest affecting the Matching Funds.
- F. False Statements. Grantee understands that knowingly and intentionally making false statements or claims in connection with this Agreement may be a violation of law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in future awards or contracts, and/or any other remedy available by law.

ARTICLE 7 – OVERPAYMENTS; DISCLAIMER;

- A. Overpayments. Any Matching 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 County Grant; and (b) that are believed by the County to have been misused, must be returned to the County, provided that Grantee is provided 7 days' written notice and must be given the opportunity to demonstrate compliance and/or remedy the County's concerns within a reasonable amount of time. The County will take any actions available to it to collect such overpayments if it is determined that the Matching Funds must be returned to the County.

B. Disclaimer.

1. Grantee acknowledges and accepts that the County 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 Agreement or any other losses resulting in any way from the performance of the County Grant or any contract, or subcontract under this Agreement.
2. The acceptance of this Agreement by Grantee does not in any way establish an agency relationship among or between the County and Grantee.

C. Remedies. In the event of Grantee's noncompliance with this Agreement, the County may take available remedies as set forth under the law and in accordance with Article 19 herein.

D. Audit Requirements. Grantee understands that the County may want to conduct an annual audit in accordance with the Audit Act, NMSA § 12-6-2 *et seq*, and that financial records related to this Agreement may be subject to review. Grantee agrees to provide unrestricted access to, or produce copies of, any financial records related to this Agreement to the County, or designated contactor for purposes of completing the audit, upon 48 hours' advanced written notice to Grantee.

E. Labor. Grantee, as a wholly owned corporation of the Pueblo is exempt from New Mexico Public Works Minimum Wage Act requirements.

ARTICLE 8 – DELETED

ARTICLE 9 – PAYMENT DISBURSEMENT

A. Conditions of Disbursement. The following conditions apply to payment disbursements of Matching Funds from the County to Grantee:

1. Grantee's expenditures shall be made during the Performance 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 have been transferred to the Grantee and/or the services have been rendered for the Grantee);
2. The total amount received by Grantee under this Agreement shall not exceed the specified Matching Funds;
3. Grantee is in compliance with the terms and conditions of this Agreement to the satisfaction of the County; and
4. Grantee has submitted written requests for payment disbursements of Matching Funds consisting of all documentation required under this Article 9.

- B. Request for Payment Disbursements Procedures and Deadlines. The County will provide \$500,000 initially, within two weeks of the Effective Date. After the initial \$500,000 disbursement, Grantee shall request payment disbursements for grant expenditures by submitting written requests for payment disbursements in a form similar to **Exhibit G** of this Agreement (hereinafter “**Request for Disbursement**”).

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 County a copy of its quarterly progress report made under the OBAA Agreement.
- B. Close-Out Report. Grantee shall deliver a copy of its close out report to the State and to the County no later than ninety (90) calendar days after Substantial Completion or termination of the Agreement or expenditure of all County Grant funds, whichever event occurs last.

ARTICLE 11 – LIAISONS

All project management and coordination on behalf of the County shall be through a single point of contact designated as the County’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 County:
Jerry Smith
Office of County Manager
Director of Broadband
100 Central Ave
Los Alamos, NM 87544
Jerry.smith@lacnm.us

For Grantee:
Peter Fant
SIS Manager
San Ildefonso Services, LLC
02 Tunyo Po
Santa Fe, NM 87506
pfant@sanisvcs.com

ARTICLE 12 – PROJECT MONITORING

The County 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 Matching 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 Agreement.

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.

ARTICLE 14 – ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS

Grantee may not assign or transfer any portion of this Agreement without the prior written consent of the County, in its sole discretion. In the event that any assets acquired, in whole or in part, with Matching 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 by the Grantor 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 OBAE and the County based on a determination whether the transaction complies with applicable state and federal law and this Agreement. The County understands OBAE likely has a right of first refusal under Article 14 of the OBAE Grant, to any assignment of the Agreement or transfer of Project assets.

ARTICLE 15 –DEFAULT, CURE, TERMINATION AND REMEDIES

- A. Default. The County 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. Before terminating this Agreement, the County shall provide Grantee notice of the claimed default and provide an opportunity to cure. Grantee shall be allowed at least 30 days to cure the noticed default.
- 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 County, the County 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 remaining payments or disbursements of the Matching Funds to be made under this Agreement, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Matching Funds;
 2. Disallow (that is, deny 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, as described in Article 19 herein; or
 4. Demand repayment of all or a portion of the Matching Funds disbursed to Grantee, plus all costs and reasonable attorney's fees incurred by the County in recovery proceedings.
- C. Grantee Termination. Grantee may unilaterally terminate this Agreement for default by County. Before terminating this Agreement, Grantee shall provide County notice of the

default and an opportunity to cure. The County shall be allowed at least 30 days to cure the noticed default. Upon such termination, any unexpended Matching Funds that were disbursed to Grantee shall be returned by Grantee to the County.

- D. Mutual Termination. In the event OBAE terminates the OBAE Grant Agreement, County and Grantee shall agree to mutually terminate this Agreement. Upon such termination, any unexpended Matching Funds that were disbursed to Grantee shall be returned by Grantee to the County.

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.

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 OBAE, Grantee and the County, unless otherwise limited by the OBAE Grant. Both Grantee and the County 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 County and Grantee.

ARTICLE 18 – CHOICE OF LAW

The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to its conflict of law provisions.

ARTICLE 19 – MEDIATION AND LIMITED WAIVER OF SIS SOVEREIGN IMMUNITY

- A. Any claim or dispute between the parties arising out of the terms of this Agreement that cannot be settled between the parties after good faith efforts, shall first be resolved through mediation as a condition precedent to resolution in the U.S. District Court of New Mexico located in Santa Fe, New Mexico. Mediation is a non-binding process in which the Parties meet with an impartial person who helps resolve the dispute informally and confidentially. Either party can issue a request for mediation in writing, delivered to the other party. Mediation shall be conducted by a mutually agreed upon mediator, and the parties shall share the mediator's fee equally.

- B. In the event the dispute cannot be resolved by mediation, SIS expressly grants a limited waiver of sovereign immunity and tribal court jurisdiction and remedies for the sole and exclusive benefit of County for the limited purpose of the commencement, maintenance and enforcement of any action or claims arising out of or related to enforcing the terms of this Agreement through declaratory and/or injunctive relief and consents to the jurisdiction of the U.S. District Court of New Mexico located in Santa Fe, New Mexico. This limited waiver does not survive the termination of this Agreement.
- C. SIS expressly agrees to a limited waiver of its immunity regarding all rights or duties it may have to bring claims described above in, proceed before or seek or exhaust remedies in, any tribal court or forum, and the right of any such tribal court or forum to hear or resolve the same claims as above. Accordingly, SIS expressly agrees to waive any rule, doctrine or defense relating to the exhaustion of remedies, abstention or comity that may otherwise require or permit a claim to be heard or resolved in a tribal court or other tribal forum.
- D. SIS does not waive, grant a limited waiver of its sovereign immunity, or otherwise consent to the enforcement, levy or other execution of any judgment for money, punitive or interest damages, consequential damages, attorney fees, or other damages against any assets, real or personal, of SIS or the Pueblo.
- E. This limited waiver of sovereign immunity is given exclusively to County. SIS does not waive sovereign immunity as to any third-party and this waiver may not be construed to grant any rights or interests to any third party.
- F. This limited waiver shall also not be construed as a waiver of any officer, manager, or employee of SIS in their official capacity, nor shall it be construed as a waiver of sovereign immunity of the Pueblo, nor of any officer, manager, or employee of the Pueblo in their official capacity.

ARTICLE 20 – REPRESENTATIONS AND WARRANTIES

Recognizing that the County 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 Pueblo de San Ildefonso; (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 receive the Matching Funds described in this Agreement from the County.

- 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 applicable 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. All information, reports, and other documents and data submitted to the County in connection with Grantee's request for funding 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 request for funding 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 County, 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 Disbursement to the County

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 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. Tribal Sovereignty. Nothing in this agreement shall constitute a waiver of the Pueblo of San Ildefonso sovereignty, or be construed to limit the privileges and immunities of sovereign nations.
- B. 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.
- C. 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.
- D. 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.

- E. 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 in accordance with Article 19.
- F. Entire Agreement. This Agreement along with 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: _____ Date: _____
 Peter Fant
 SIS Manager

INCORPORATED COUNTY OF LOS ALAMOS

By: _____ Date: _____
 Anne W. Laurent, County Manager

Approved for financial sufficiency:

By: _____ Date: _____
 Helen Perraglio, Chief Financial Officer

Approved for legal sufficiency:

By: _____ Date: _____
 J. Alvin Leapheart, County Attorney

EXHIBIT A - Scope of Work

ORGANIZATION San Ildefonso Services, LLC
LEGAL NAME and
DBA [If Applicable]

Project Name San Ildefonso Broadband project

Project Summary San Ildefonso Broadband Project provides a middle mile fiber connection from Los Alamos County to Pojoaque and RediNET, and wireless towers to accomplish 3 critical objectives for San Ildefonso Pueblo, Los Alamos County and New Mexico.

1. Provide a financially stable business model that will support the 255 NTIA funded Pueblo homes. With the end of the Tribal ACP program, the 255 homes alone do not provide a sustainable network. Because of financial pressures in the Tribal community, it will be difficult to achieve 50% adoption in the area without ACP. San Ildefonso families need broadband for education, healthcare, and future sovereign economic development.
2. Build a resilient fiber connection from Pojoaque, through San Ildefonso Pueblo to Los Alamos County. Los Alamos currently has a single connection off the Mesa that runs 2 miles through an uncontrolled canyon on San Ildefonso Pueblo. This connection has often failed and the infrastructure was in jeopardy due to its location. A secondary connection will provide resiliency to life saving or national emergency systems that are important to Los Alamos County and the National Lab. Additionally, a secondary connection will keep schools, local, and federal government a resilient connect to protect the community's critical infrastructure and businesses.
3. Reinforce 5G wireless deployment and E911 public safety across the region. The 5G/4G wireless and LTE coverage is nonexistent throughout the area critical 911 services have little to no coverage even when driving 13 miles across San Ildefonso Pueblo up to the Los Alamos Mesa. By providing new towers and fiber connections to those towers the region can now rely on expanded 5G and critical life safety systems like First Contact.

Unique Entity
Identifier

NETWORK PURPOSE	Middle-Mile
TECHNOLOGY TYPE	Fiber
Total Project Budget: \$5,474,312.15	
Grant Amount Requested	\$3,474,215.00
Grant Amount Awarded	\$3,474,312.15
Matching Funds Contribution Sources:	Government Entity
Total Matching Cash Funds:	\$2,000,000.00
Total Matching InKind Funds:	\$0.00
Total Matching Amount in Dollars:	\$2,000,000.00
Cost Per Unit/Premises:	\$912,385.40
Total Budgeted Costs per Servable Unit/Premises:	\$912,385.40
Total Grant Costs per Servable Premises:	\$912,385.40
Names of Counties to Be Served	of Los Alamos County and Santa Fe County
Number of	2.0

Communities Served

***Number of Interconnection Points 5.0

Total Fiber Miles 10.96

New Fiber Miles 10.96

Upgraded Fiber Miles 0.0

Leased Fiber Miles: 0.0
Last-Mile Fiber Miles 0.0

Middle-Mile Fiber Miles 10.96

Number of Total Towers/Poles 4.0

Number of New/Owned Poles 4.0

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]? 19.3

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

Spectrum Frequency 0
Bands Used: if
using multiple
bands please
specify
locations/Inciden
ce

License Requirement n/a

Total Premises Covered by Project	2.0
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Homes	0
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Businesses	2
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Community Anchor Institutions	0
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Farms	0
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Connect New Mexico Fund	
Exhibit B - Detailed Project Budget	
Recipient	San Ildefonso Services, LLC
Project Name	San Ildefonso Broadband Project

	TOTAL BUDGET	TOTAL GRANT	GRANT %	TOTAL CASH MATCH	TOTAL IN-KIND MATCH	TOTAL MATCHING	MATCHING %
TOTALS	\$ 5,474,312.15	\$ 3,474,312.15	63.47%	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	36.53%



#	Categories and Eligible Cost Areas	Specific Cost Element	Units	Unit Price	Total Element Cost	Grant Amount Per Cost Element	Grant Percentage	Cash - Matching Contribution Per Cost Element	In-Kind - Matching Contribution Per Cost Element	Total Matching Contributions	Matching Contribution Percentage	Brief Narrative of Cost Element (e.g., description, purpose, necessity)
1	Application Preparation Costs related to preparing an application	Application preparation and supporting documents	1	\$ 100,000.00	\$ 100,000.00	\$ -	0.00%	\$ 100,000.00	\$ -	\$ 100,000.00	100.00%	Costs for grant application, field surveys and application curing
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
2	Market Assessment	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
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, reviews, and mitigation	NMDOT permits submission & Survey	11	\$ 7,700.00	\$ 84,700.00	\$ 84,700.00	100.00%	\$ -	\$ -	\$ -	0.00%	New Mexico Department of Transportation. NMDOT requirements include AutoCAD drawings, traffic control plans and plan and profile.
		Cultural,environmental & legal survey - towers	4	\$ 25,000.00	\$ 100,000.00	\$ -	0.00%	\$ 100,000.00	\$ -	\$ 100,000.00	100.00%	Tribe and BIA require a legal survey, NEPA EA, and final survey of each installed facility. Paid with matching funds
		Archeologist	1	\$ 100,000.00	\$ 100,000.00	\$ -	0.00%	\$ 100,000.00	\$ -	\$ 100,000.00	100.00%	Designated for San I THPO FT inspection as required by NEPA Cat Ex paid with matching funds
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
	Network Planning and Design	Layer 1 Engineering	11048	\$ 2.15	\$ 23,753.20	\$ 23,753.20	100.00%	\$ -	\$ -	\$ -	0.00%	Fiber design for length of project, paid upon completion of bidding process for fiber
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
4	Architectural and engineering design; field visits to confirm design											
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.	Construction w/tax & bonding	1	\$ 2,934,169.41	\$ 2,934,169.41	\$ 2,640,752.47	90.000%	\$ 293,416.94	\$ -	\$ 293,416.94	10.000%	All conduit, fiber, handhole and associated construction costs for buried conduit and fiber from Rio Grande up to White Rock. Includes one boring of Rio Grand at Otowi crossing bridge
		Traffic Control	410	\$ 750.00	\$ 307,500.00	\$ 276,750.00	90.00%	\$ 30,750.00	\$ -	\$ 30,750.00	10.00%	Includes both time to develop submitted traffic control plans and the vendors cost to implement the traffic control plans
		External Project Management	11048	\$ 1.48	\$ 16,351.04	\$ 16,351.04	100.00%	\$ -	\$ -	\$ -	0.00%	10g staff for project monitoring
		Cell towers	4	\$ 255,000.00	\$ 1,020,000.00	\$ -	0.00%	\$ 1,020,000.00	\$ -	\$ 1,020,000.00	100.00%	Assume construction happens after the fiber is installed, paid with matching funds
		Pueblo Project Manager	1	\$ 75,000.00	\$ 75,000.00	\$ -	0.00%	\$ 75,000.00	\$ -	\$ 75,000.00	100.00%	Pueblo Project Manager that reports back to the Governor and community
		Construction Contingency	1	\$ 367,974.06	\$ 367,974.06	\$ 154,113.89	41.88%	\$ 213,860.17	\$ -	\$ 213,860.17	58.12%	Contingency, to be moved into appropriate account as project progresses
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, antennae, access points, and any necessary equipment shelters. - Middle-Mile: Electronics necessary to deliver backhaul and middle-mile services	Electronics for Totavi and Tewa	1	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	100.00%	\$ -	\$ -	\$ -	0.00%	Electronic equipment, final connectivity to end users
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
7	Customer Premise Equipment	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
8	Land, Buildings and Structures	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill

Exhibit B

	Costs related to the construction, improvement, and acquisition of land, structures, buildings specific to the deployment of broadband	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
9	Long-Term Leases	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
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 directors, subject matter experts, grant administrators, financial analysts, accountants, and attorneys)	Admin/grants mgt/reporting/grant writing	1	\$ 334,864.44	\$ 334,864.44	\$ 267,891.55	80.00%	\$ 66,972.89	\$ -	\$ 66,972.89	20.00%	Program activities tracking from the collection of data received from tribal administration, and construction contractors, to conduct an ongoing evaluation throughout pre-construction, construction, to completion.technical services in research, planning and development.
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
		Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
11	Grants Administration and Reporting	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
12	Testing	Fill	0	\$ -	\$ -	\$ -	#DIV/0!	\$ -	\$ -	\$ -	#DIV/0!	Fill
				Total	\$ 5,474,312.15	\$ 3,474,312.15	63.47%	\$ 2,000,000.00	\$ -	\$ 2,000,000.00	36.53%	

Exhibit B

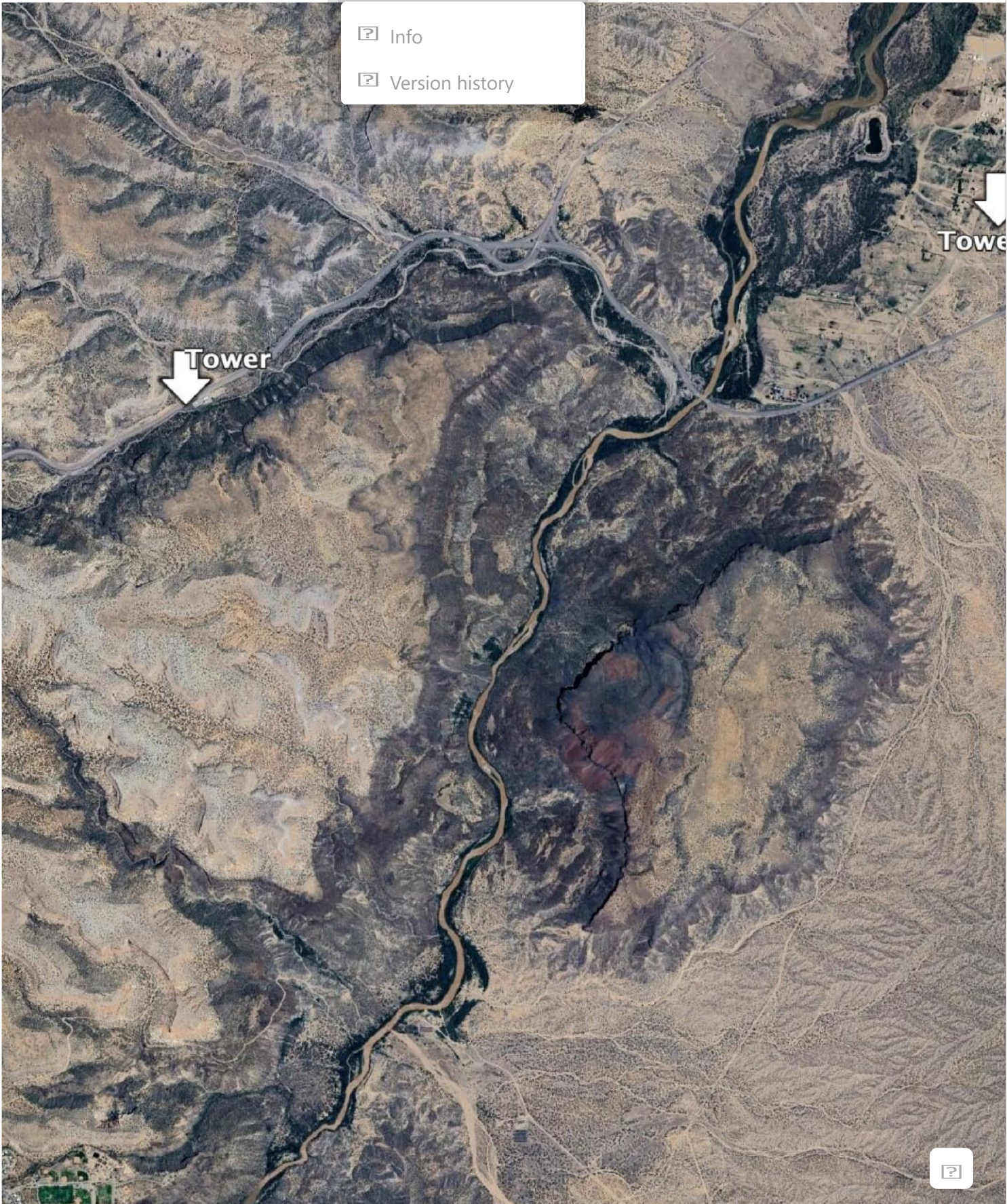
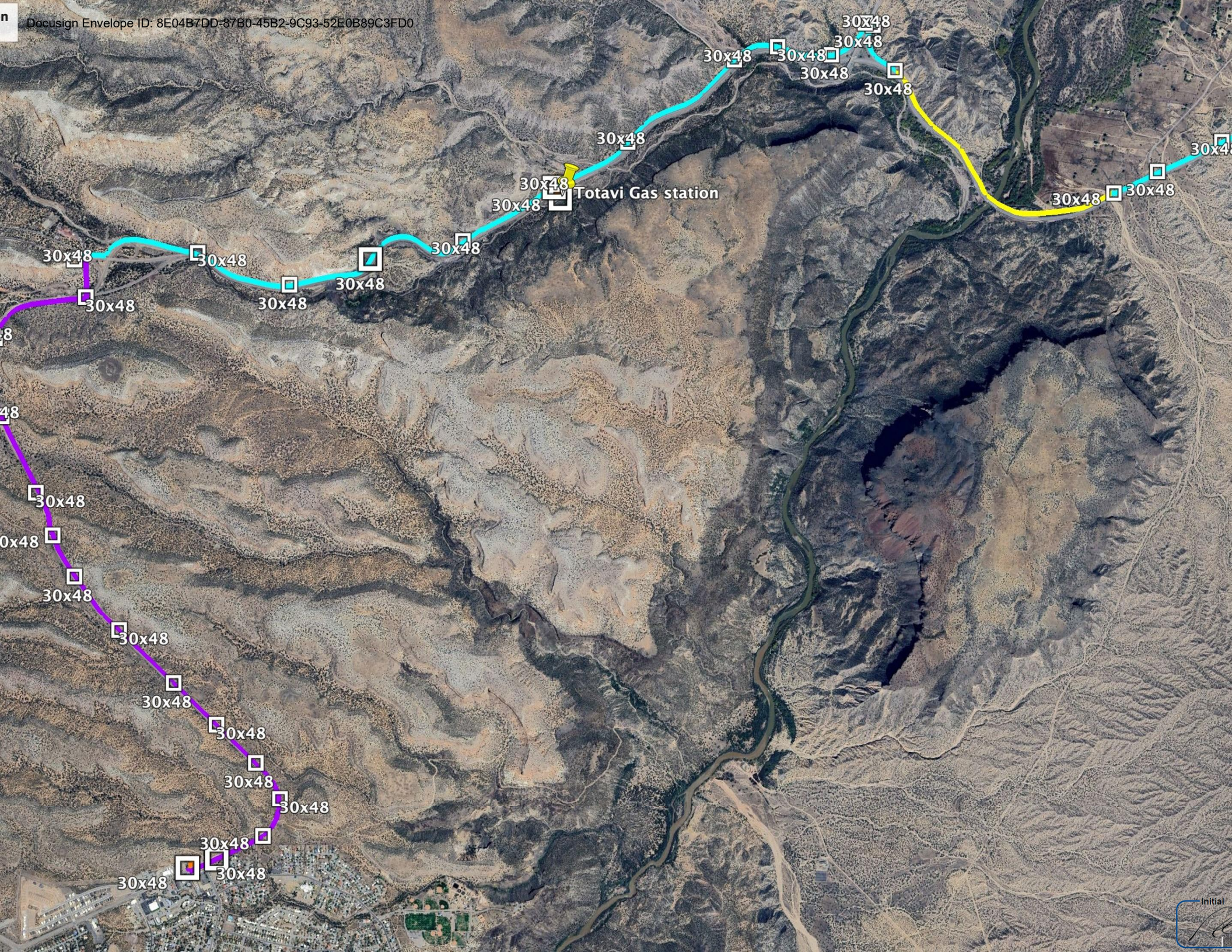


Exhibit C



Totavi Gas station

30x48

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Initial

[Signature]

Connect New Mexico Fund

Exhibit D - Project Schedule

Recipient	San Ildefonso Services, LLC
Project Name	San Ildefonso Broadband Project
Id/No	

12-Sep-24



WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time completion, early planning steps, etc.)
1.0	Market Assessment		May-24	Dec-24	
1.1	Community Anchor Institution Outreach		May-24	Dec-24	Survey CAI's to determine their need
1.2	State Local and Federal Outreach		May-24	Dec-24	Introduce the project to the community
2.0	Network and Engineering Design		Jul-24	Nov-24	
2.1	Network Design		Jul-24	Nov-24	San I has engaged the design early in anticipation of the grant award. This project will tie into an existing project to facilitate a more timely deployment.
3.0	Permitting (right of way, easements, etc.)		Sep-24	Oct-24	
3.1	NM DOT permitting		Sep-24	Nov-24	The majority of this project is on San I tribal land, NMDOT has been engaged and support the project. A small portion will be placed with a Los Alamos waterline project to reduce installation costs. Department of Energy (Los Alamos Labs) owns a portion of the path, we have engaged DOE for ROW in the portion of the project. We are expecting approval by the time of grant award.

3.2	San I ROW		Sep-24	Nov-24	San I has a letter from the Governor supporting this project. All of the pathways are pre-disturbed, and we have engaged EA for this project. San I to grant ROW for this project as well as NMDOT, DOE and Los Alamos County.
4.0	Environmental Assessment		Jul-24	Jul-25	
4.1	Environmental Assessment		Jul-24	Jul-25	EA started prior to grant award, the Pueblo along with DOE should have EA clearance by July or August. Cell tower clearance will be completed after NMDOT ROW Clearance
5.0	Site Preparation		Sep-24	Nov-25	
5.1	Site Preparation		Sep-24	Nov-25	Our site prep will be storage areas for the project materials. We have identified the locations and are pre-disturbed locations. Cell tower site prep will happen later

WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)
6.0	Workforce Development		May-24	Dec-26	
6.1	Outreach to identify a training program to get Tribal Members trained for various jobs for construction portion and training for the ongoing support of the ISP		May-24	Dec-26	Fiber Tech Training Customer Service Tech Network Engineer
7.0	Vendor Selection and Procurement		Aug-24	Oct-25	
7.1	RFP		Aug-24	Oct-25	Vendor selection will be through RFP process, per San I procurement policy. Cell towers may be bid later
7.2	Select Vendor		Sep-24	Oct-25	San I will conduct a formal RFP review of respondents, San I team to review and select finalist. Candidants will be notified of award. Cell towers will be awarded later

8.0	Network Deployment/ Construction		Aug-24	Dec-26	
8.1	Order Materials		Aug-24	Apr-25	Construction vendor, when awarded will order the materials. San I has engaged material vendors early to pre-stage materials for this project.
8.2	Construction		Nov-24	Dec-26	Fiber installation is anticipated to take 363 days to construct all within the NMDOT ROW. Cell Tower construction may take up to a year longer due to the specific land clearances if there are issues all outside of DOT ROW
8.3	Fiber Placement		Dec-24	Dec-26	Fiber placement to commence as the conduit is placed
8.4	Fiber Splicing		Jan-25	Dec-26	Fiber splicing will run congruent to the fiber placement. This will accelerate the testing and turn up of the sites.
9.0	Network Testing		Apr-25	Dec-26	
9.1	Fiber Testing		Apr-25	Dec-26	Fiber testing will be completed after fiber splicing and test are completed. Any high loss splices will be repaired during this time.
10.0	Development and Launch of Marketing Strategy and Sales Programs		Nov-24	Dec-26	
10.1	Marketing Program		Nov-24	Dec-26	Begin outreach to customers on the Mesa
10.2	Sales Program		Noc-24	Dec-26	Outreach to Identified customers on the Mesa
11.0	Development and Launch of Adoption Assistance Programs		N/A	N/A	
11.1	NA for Middle Mile				
12.0	Launch of Commercial Service		Jul-25	Mar-27	
WBS No.	Project Area - Activity (e.g., tasks, actions)	Status (List)	Target Start Date (Month / Year)	Target End Date (Month / Year)	Other brief relevant input (e.g., critical dependencies, strategy to ensure on-time competition, early planning steps, etc.)

12.1	60 days after turn up.		Jul-25	Mar-27	Turn Up for first customers.
13.0	Customer Installations		May-25	Mar-27	
13.1	Turn up service		May-25	Mar-27	Customer turn up will immediately follow fiber testing.

Exhibit E

Proposed Services and Pricing San Ildefonso Broadband Project

This document outlines the available services and pricing for the San Ildefonso Pueblo Network Project. Aimed at ISPs, businesses, and community institutions in the San Ildefonso Pueblo area, it details our internet service offerings designed for varying needs, from basic connectivity to high-capacity requirements. Our goal is to provide scalable and reliable internet solutions that support the digital needs of our community.

1. Data Service Offerings:

- **Dark Fiber**
- **Pricing:** \$150 per mile per fiber pair over an 11-mile stretch
- **Description:** Offers scalability and control, ideal for ISPs and large businesses for easy traffic management and capacity expansion.

2. Internet Services:

- **1G Internet:** \$350/month. Suitable for small to medium enterprises requiring reliable internet connectivity.
- **10G Internet:** \$4,500/month. Designed for larger organizations and ISPs needing higher bandwidth.
- **100G Internet:** \$15,000/month. Caters to institutions and ISPs with extensive internet usage requirements.

3. Wavelength Services:

- **10G Wavelength:** \$2,000/month. Perfect for high-capacity, point-to-point connections.
- **100G Wavelength:** \$5,000/month. Suitable for high-demand scenarios like data center interconnects.
- **400G Wavelength:** \$8,000/month. For bandwidth-intensive applications and network backbones.

4. Tower Leasing:

- **Pricing:** \$2,500/month. Supports wireless providers in expanding reach and capacity.

5. Additional Information:

- **Unbundled Internet:** All services available as standalone offerings.
- **Contractual Terms:** Flexible arrangements available.
- **Non-Recurring Charges:** Installation and activation fees assessed based on service and project scope.
- **Restrictions:** Fair Use Policy to ensure equitable access and prevent network congestion.

The San Ildefonso Pueblo Network Project is dedicated to enhancing local connectivity through a range of internet services tailored for different user groups. By offering transparent pricing and flexible service options, we aim to address the community's growing digital demands. For more details or inquiries, please contact our team.

Exhibit F

	Centroid/Mid-Point		
Serviceable - list	Name	Latitude	Longitude
San I tower locations	70' Tower	35.8292104	-106.2076524
San I tower locations	100' Tower	35.8897549	-106.0848851
San I tower locations	70' Tower	35.8699593	-106.2164486
San I tower locations	70' Tower	35.8504363	-106.2199872
White Rock Gas station		35.8741466	-106.1795149
Totavi Gas station		35.8854374	-106.1198391

**NOTICE OF OBLIGATION TO DISBURSE PAYMENT TO GRANTEE
EXHIBIT G**

Notice of Obligation to Disburse Payment to 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 Disburse Payment to 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: _____

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: _____
 Project Title: _____
 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

III. Fiscal Year : 2027 (July 1, 2026 - June 30, 2027)

I. Final Request for Payment (if Applicable)

(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