SANTA FE COUNTY
RESOLUTION 2026- 148

A RESOLUTION REQUESTING AUTHORIZATION TO MAKE THE BUDGET ADJUSTMENT DETAILED ON THIS FORM

Whereas, the Board of County Commissioners meeting in regular session o n November 10, 2026, did request the following budget adjustment:

Department / Division COMMUNITY DEVELOPMENT/ECONOMIC DEVELOPMENT

Budget Adjustment Type (drop down): **Other** Fiscal Year: 2027 (July 1, 2026 - June 30, 2027)

BUDGETED REVENUES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	2317	372	09-12	ARPA - OBAE	$ 508,762	
Total					$ 508,762	$ -

BUDGETED EXPENDITURES: (use continuation sheet, if necessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	2317	436	50-03	SERVICES/CONTRACTURAL/PROFESSIONAL	$ 508,762	
101	2317	436	40-09	MAINTENANCE/MAINTENANCE SERVICES	50,000	
101	2317	436	70-03	OTHER OPERATING COSTS/TELEPHONE/INTERNET	50,000	
101	0303	412	70-90	OTHER OPERATING COSTS/OTHER		100,000
Total					$ 608,762	$ 100,000

Requesting Department Approval: JUAN TORRES **Title:** Economic Development Manager **Date:** 10/22/2026 **Log #** ____

Capital/Grants Approval: _____ **Date:** 10/26/2026

Budget Administrator: _____

Finance Dept Approval: _____ **Date:** 10/26/2026

Entered by: _____ **Date** _____

County Mgr Approval: _____ **Date:** 11/12/2026

SFC CLERK RECORDED 11/12/2026

Updated by: _____ **Date:** _____

SANTA FE COUNTY
RESOLUTION 2026- 148

DETAILED JUSTIFICATION FOR REQUESTING BUDGET ADJUSTMENT

(If applicable, cite the following authority: State Statute, grant name and award date, other laws, regulations, etc.)

1 Please summarize the request and its purpose in the area below.

The Community Development Department/Economic Development Division was awarded $508,762 from the New Mexico Office of Broadband Access and Expansion (OBAE) for the deployment or expansion of public Wi-Fi in New Mexico communities. A budget adjustment resolution is required to recognize and budget these funds under grant agreement 2027-0141-CDD.

	Recurring	Non-Recurring
2 Is this Budget Action for a Recurring or Non Recurring Expense(one-time)		X

	Yes	No
3 Does this request impact a revenue source?	X	
A. Is this a State Special Appropriation? If Yes, cite Statute and attach a copy		X
B. Does this include state or federal funds? If YES, please cite and attach a copy of statute, if a special appropriation, or include grant name, number, award date and amount, and attach a copy of a award letter and proposed budget.	X	
C. Is this request a result of Commission action? If YES, please cite and attach a copy of supporting documentation (i.e. Minutes, Resolution, Ordinance, etc.)		X
D. Is a match required? If Yes, please identify funding source in the line below.		X

PLEASE PROVIDE THE LINE ITEM OF THE MATCH BELOW

FUND	DEPARTMENT	ACTIVITY	ELEMENT	CATEGORY / LINE ITEM	AMOUNT	BUDGETED (Drop Down)

SFC CLERK RECORDED 11/12/2026

SANTA FE COUNTY
RESOLUTION 2026- 148

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Santa Fe County that the Local Government Division of the New Mexico Department of Finance and Administration is hereby requested to grant authority to adjust budgets as detailed above.

Approved, Adopted, and Passed This 10th Day of November, 2026.

Santa Fe Board of County Commissioners

Justin Greene, Chairperson

ATTEST:

Katharine E. Clark, County Clerk

COUNTY CLERK
KATHARINE E. CLARK
SANTA FE COUNTY NEW MEXICO

BCC RESOLUTIONS
OUNTY OF SANTA FE)
TATE OF NEW MEXICO) ss
PAGES: 35

Hereby Certify That This Instrument Was Filed for
ecord On The 12TH Day Of November, 2026 at 01:53:41 PM
nd Was Duly Recorded as Instrument # 2095682
f The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
eputy _____ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE OFFICE OF BROADBAND ACCESS AND EXPANSION AND SANTA FE COUNTY FOR COMMUNITY WI-FI DIGITAL CONNECTIVITY TECHNOLOGY PROJECT

AGREEMENT NO.: CPF0000070b02

This Intergovernmental Grant Agreement ("**Agreement**") is made and entered into by and between the **State of New Mexico Office of Broadband Access and Expansion** ("**OBAE**" or "**Office of Broadband**"), which is administratively attached to the Department of Information Technology, and **Santa Fe County** ("**Santa Fe County**"), which are collectively referred to in this Agreement as the "**Parties**."

RECITALS

A. The State of New Mexico received a federal award ("**Award**") dated February 4, 2022, from the United States Department of the Treasury ("**Treasury**") pursuant to 42 U.S.C. Section 804 (the "**CPF Statute**"), as added by Section 9901 of the American Rescue Plan Act ("**ARPA**") of 2021, Pub. L. 117-2 (March 11, 2021), to authorize payments to certain recipients from the Coronavirus Capital Projects Fund.

B. The New Mexico Legislature appropriated $123,066,812 from the Award to the **Department of Information Technology** to plan, design, construct, renovate, and equip broadband, including alternative and satellite broadband, statewide as set forth in the 2021 General Appropriate Act at Section 4(A) of Chapter 4 of Laws 2021 (2nd S.S.).

C. The OBAE administers the Connect New Mexico program and received approval from the **Treasury** on **June 8, 2026**, to use **ARPA** funds to facilitate a direct-implementation program that would allow the OBAE to enter into intergovernmental grant agreements with New Mexico agencies, for the deployment or expansion of public Wi-Fi in New Mexico communities.

D. On June 17, 2026, the OBAE published program documentation and application materials and sought proposals from interested parties for the purpose of making subawards, as defined in 2 C.F.R. § 200.1, of award funds to subrecipients for eligible activities.

E. Santa Fe County submitted a proposal ("**Santa Fe County's Proposal**") to the Project on or about **July 15, 2026**, by which it sought Award funding for the public Wi-Fi project as described in Santa Fe County's Proposal.

F. Based upon its review of Project applications, the OBAE notified Santa Fe County on or about **August 4, 2026**, that it intended to enter into an intergovernmental grant agreement that would allow the OBAE to fund Santa Fe County's Project in accordance with 2 C.F.R. § 200.332, regarding the requirements for pass-through entities and subrecipients.

G. WHEREAS, Santa Fe County has registered with the System for Award Management and has been assigned Unique Entity Identifier (UEI) DANEJBLFKHY4, in its name as stated herein.

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

H. This Agreement is intended to be the sole and exclusive agreement between the OBAE and Santa Fe County regarding the OBAE's issuance of funds related to Santa Fe County's Project, and this Agreement contains the entire understanding and agreement between the Parties.

TERMS AND CONDITIONS

The Parties agree as follows:

1. DEFINITIONS

1.1 "**Agreement Amount**" has the meaning set forth in Article 3.1 of this Agreement.

1.2 "**Award**" means the federal award dated February 4, 2022, from Treasury to the State of New Mexico as described in the Recitals herein.

1.3 "**Budget Period**" has the meaning set forth in Article 5.3 of this Agreement.

1.4 "**Business Days**" means Monday through Friday, except for Federal and State holidays.

1.5 "**Contract Documents**" has the meaning set forth in Article 2.1 of this Agreement.

1.6 "**Cybersecurity Risk Management Plan**" has the meaning set forth in Article 8.1 of this Agreement.

1.7 "**Effective Date**" has the meaning set forth in Article 5.1 of this Agreement.

1.8 "**Event of Default**" has the meaning set forth in Article 16.1 of this Agreement.

1.9 "**Performance Period**" has the meaning set forth in Article 5.2 of this Agreement.

1.10 "**Project**" means the Community Wi-Fi Digital Connectivity Technology Project that is the subject of this Agreement and also has the meaning set forth in Article 3.1 of this Agreement.

1.11 "**Request for Reimbursement**" has the meaning set forth in Article 9.2 of this Agreement.

1.12 "**Santa Fe County's Proposal**" refers to the application identified in the Recitals herein.

1.13 "**Scope of Work**" has the meaning set forth in Article 6 of this Agreement.

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

1.14 "**SCRM Plan**" has the meaning set forth in Article 8.2 of this Agreement.

1.15 "**Substantial Completion**" has the meaning set forth in Article 6.2 of this Agreement.

1.16 "**Third-Party Obligations**" means allowable expenditures made by Santa Fe County pursuant to the execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project.

1.17 "**Total Project Cost**" is the total cost of the Project.

2. CONTRACT DOCUMENTS

2.1 **Contract Documents.** The "**Contract Documents**" consist of this Agreement, any amendments to this Agreement executed in writing by the Parties, and the following exhibits, each of which is incorporated into this Agreement as though fully set forth herein:

2.1.1 Scope of Work as described in Article 6 of this Agreement (**Exhibit A**)

2.1.2 Detailed Project Budget (**Exhibit B**)

2.1.3 Request for Reimbursement (**Exhibit C**)

2.2 **Precedence.** In the case of dispute or ambiguity arising between any of the Contract Documents, the terms and conditions set forth in the main body of this Agreement and its amendments shall take precedence.

3. COMPENSATION; ELIGIBLE AND INELIGIBLE EXPENSES; AVAILABILITY OF PROJECT FUNDS

3.1 **Agreement Amount.** The total amount payable to Santa Fe County under this Agreement shall not exceed **FIVE HUNDRED EIGHT THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS and ZERO CENTS ($508,762.00)** (the "**Agreement Amount**") including gross receipts tax. This amount is the maximum, and the OBAE does not guarantee that the work assigned to Santa Fe County shall equal the amount stated herein. The Agreement Amount must be used for the purposes of funding the community Wi-Fi project described in the "**Scope of Work**" attached as **Exhibit A** to this Agreement (the "**Project**" or the "Scope of Work"). The Agreement Amount is to be used only for approved eligible costs, construction and expansion of community Wi-Fi as specified in the Scope of Work. Santa Fe County certifies

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

that any Project costs funded by this Agreement shall not be subject to reimbursement by any other state or federal funding source.

3.2 **Eligible Expenses.** Eligible expenses for the Project shall be determined in accordance with the cost principles identified in 2 C.F.R. Part 200, Subpart E, and may only be used to cover expenses incurred during the period of performance and for allowable closeout costs incurred during the Project closeout process. The Agreement Amount shall not be used for research and development (R&D) or indirect costs. A non-exhaustive list of eligible expenses includes:

3.2.1 Data gathering, feasibility studies, community engagement, public feedback processes, digital equity assessments and planning, needs assessment.

3.2.2 Equipment to facilitate broadband internet access is eligible for funding under the Capital Projects Fund program where accessibility has been identified as a barrier to adoption and use. Permitted equipment includes equipment installed as part of public Wi-Fi infrastructure (e.g., access points, repeaters, routers).

3.2.3 Personnel costs, including salaries and fringe benefits for staff and consultants required for the implementation of the Project.

3.2.4 Costs associated with the collection, monitoring, and reporting of data as required under the terms of this Agreement.

3.3 **Ineligible Expenses.** The following non-exhaustive list of expenditures are not eligible uses of the Agreement Amount:

3.3.1 Acquisition of spectrum licenses.

3.3.2 Operations and maintenance costs.

3.3.3 Short-term operating leases.

3.3.4 Payment of interest or principal on outstanding debt instruments, or other debt service costs.

3.3.5 Fees or issuance costs associated with the issuance of new debt.

3.3.6 Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding.

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

3.3.7 To support or oppose collective bargaining, except that this does not affect the ability to use funds to comply with 41 C.F.R. 60-1.4.

3.3.8 Any expense for which Santa Fe County receives other federal or state funding or reimbursement.

3.3.9 Expenditures related to land buildings, structures, improvements, or equipment not directly used to support the deployment of a broadband network.

3.4 **Final Determination of Eligible and Ineligible Expenses.** The Office of Broadband shall make the final determination as to whether an expenditure is eligible for reimbursement and reserves the right to deny a reimbursement request for an expenditure that it deems ineligible.

3.5 **Matching Funds.** The Parties agree that matching funds are not required.

3.6 **Availability of Project Funds.** Notwithstanding anything in this Agreement to the contrary, all obligations of the State of New Mexico hereunder, including, without limitation, the disbursement of Project funds pursuant to this Agreement, are contingent upon the receipt of Award funds from Treasury and the availability or continued appropriation of those funds by the New Mexico State Legislature, and in no event shall the State of New Mexico be liable for any payments or disbursements hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those Award funds, the State of New Mexico shall have the right to authorize the withholding of payment until such Award funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving Santa Fe County written notice of such termination.

3.7 **Procurement.** Santa Fe County's procurement of all property and services under this Agreement must conform to the procurement standards set forth in 2 C.F.R. §§ 200.318 through 200.327.

3.8 **Overbudget.** Santa Fe County is responsible for performing to completion the entire Scope of Work even if the total actual expenditures exceed the amount stated in the Detailed Project Budget, and Santa Fe County solely assumes any financial risk the Project may come in over budget.

4. NOTICE OF FEDERAL SUBAWARD

The Award from Treasury to the State of New Mexico dated February 4, 2022, bears Federal Award Identification Number (FAIN) CPFFN0199 and was issued under CFDA number 21.029 pursuant to the CPF Statute to authorize payments to certain recipients from the Coronavirus Capital Projects Fund. This Agreement is considered a subaward as defined in 2 C.F.R. §200.1, and the Project constitutes federal financial

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

assistance in relation to the Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501 – 7507), as applicable.

5. EFFECTIVE DATE; PERIOD OF PERFORMANCE; BUDGET PERIOD

5.1 **Effective Date.** This Agreement shall take effect upon execution by all parties ("**Effective Date**").

5.2 **Subaward Period of Performance Start and End Date.** The period of performance shall start on the Effective Date and the Project must be completed by December 31, 2026 (hereinafter "**Performance Period**"). In no event shall Substantial Completion be permitted to extend beyond December 31, 2026.

5.3 **Subaward Budget Period Start and End Date.** The budget period shall start upon the Effective Date and shall end no later than December 31, 2026 (hereinafter "**Budget Period**"). The Department will provide reimbursement for all eligible expenses incurred after the Effective Date. Costs incurred by Santa Fe County after December 31, 2026, will not be eligible for reimbursement, and Santa Fe County must submit to the State of New Mexico, no later than 90 calendar days (or an earlier date as agreed upon in writing by Santa Fe County and the State of New Mexico) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

5.4 **Notice to Proceed.** Once this Agreement is executed, this will trigger the creation of a Purchase Order reflecting the Grant Amount for Santa Fe County to receive funds against. No funds shall be disbursed to Santa Fe County prior to the date on the Purchase Order.

6. SCOPE OF WORK

6.1 Santa Fe County's Application, including all supporting documents and any written modifications or reports resulting from the review of the application by the Office of Broadband (collectively "**Scope of Work,**" attached hereto as **Exhibit A**), are incorporated into this Agreement by reference and the representations made therein are binding upon Santa Fe County. Santa Fe County shall engage in activities as set forth in the Scope of Work, and any changes to the Scope of Work must be approved in writing by the Office of Broadband based upon Santa Fe County's submission of the completed template to be published by the Office of Broadband for the purpose of requesting such changes to the Scope of Work. In considering a change request by Santa Fe County, the Office of Broadband may consider mitigating factors not caused by Santa Fe County and/or outside Santa Fe County's control. Any failure by Santa Fe County to seek approval prior to making any change to the Scope of Work may be grounds for Project suspension or termination of this Agreement.

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

6.2 **Substantial Completion.** "**Substantial Completion**" is the date on which the Project fulfills the primary operations that it was designed to perform, delivering public Wi-Fi services. At substantial completion, service operations and management systems infrastructure must be operational and able to provide the public Wi-Fi services identified in the Scope of Work. In coordination with the Santa Fe County, the Office of Broadband shall determine whether the project has achieved its primary operational purpose and has reached substantial completion. The Office of Broadband will inform the Santa Fe County of the date that the project fulfills substantial completion.

7. LEGAL COMPLIANCE

7.1 **Project Requirements.** Santa Fe County shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, engineering, testing and/or any other act or thing required to perform and complete the Project in a full and diligent manner in accordance with the Scope of Work. The Project may be completed in milestones so long as each fully completed milestone enables broadband service to be available to a home, business or otherwise available to the public in the Eligible Service Area for the Project. Santa Fe County's project administration requirements shall include the following:

7.1.1 Make a determination that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Project prior to Santa Fe County's expenditure any portion of the Grant Amount.

7.1.2 Make available to the Office of Broadband all project plans, documents, maps, and data, including but not limited to the Project's engineering, planning, or design activities. Install public Wi-Fi infrastructure and deliver service per the approved Scope of Work. Ensure broadband infrastructure and associated equipment is designed to reliably deliver public Wi-Fi per the approved Scope of Work that meets or exceeds download and upload speeds of 100/20 megabits per second ("Mbps").

7.1.3 Ensure public Wi-Fi infrastructure is completed and operable in accordance with industry construction standards and engineering best practices.

7.1.4 Procure and provide construction and installation of all necessary broadband infrastructure and equipment for the Project. Operation and maintenance of the system is the sole responsibility of Santa Fe County.

7.1.5 Research and comply with all local, state, or federal laws, codes, or regulations applicable to the Project.

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

7.1.6 Research and comply with all requirements of any local, state, or federal agency or jurisdiction that regulates or governs the Project, including, but not limited to, acquiring all necessary permits, licenses, approvals, and agreements.

7.1.7 Schedule, identify, coordinate, and provide safe access for, and obtain all inspections for, Santa Fe County's work related to the Project, as required by any authorized agency or applicable code.

7.1.8 Obtain all certifications, licenses, permits, and approval necessary to operate the Project, and otherwise satisfy all requirements necessary to operate the Project.

7.1.9 To the extent identified in the Application and relied upon by Santa Fe County in seeking the Grant, any partnerships with any other internet service provider, cooperatives, or governmental entities, shall be identified in the Application and are made a part of and required by this Agreement.

7.1.10 Santa Fe County affirms that it will consult with the New Mexico Department of Transportation, the Office of Broadband, and electric utilities as well as local water sewer utilities as to any possible efficiencies that can be achieved with a "Dig Once" approach.

7.1.11 Santa Fe County is required to maintain and operate the public Wi-Fi network as stated in Santa Fe County's Application for at least five (5) years from the date of Substantial Completion.

7.2 **Federal CPF Requirements.** Santa Fe County acknowledges and hereby certifies that the Project shall comply with the requirements of the CPF Statute and all applicable federal statutes, regulations, executive orders and any other guidance issued by Treasury regarding the CPF Statute.[1] Santa Fe County may only use the Agreement Amount in compliance with the CPF Statute and Treasury's regulations implementing that section and guidance, and shall maintain records and financial documents sufficient to evidence compliance regarding its eligible uses of funds. Santa Fe County also agrees to comply with all other applicable federal statutes, regulation and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving federal financial assistance and all applicable federal

[1] *See* "Guidance for the Coronavirus Capital Projects Fund for States, Territories & Freely Associated States" (https://home.treasury.gov/system/files/136/Capital-Projects-Fund-Guidance-States-Territories-and-Freely-Associated-States.pdf); "Coronavirus Capital Projects Fund Compliance and Reporting Guide for States, Territories and Freely Associated States" (https://home.treasury.gov/system/files/136/CPF-Reporting-Guidance-for-States.pdf).

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

environmental laws and regulations. Federal regulations applicable to this Agreement include, without limitation, the following:

7.2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), other than such provisions as Treasury may determine are inapplicable to the Award and subject to such exceptions as may be otherwise provided by Treasury.

7.2.2 Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this Agreement.

7.2.3 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

7.2.4 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

7.2.5 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the sub-award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

7.2.6 Subrecipient Integrity and Performance Matters, pursuant to which the sub-award terms set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

7.2.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.

7.3 **Civil Rights Compliance.** Santa Fe County is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of federal funds. Those requirements include ensuring that entities receiving federal financial assistance from Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 C.F.R. part 28; Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., and the Department implementing

SFC CLERK RECORDED 11/12/2025

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

regulations at 31 C.F.R. part 23. Santa Fe County further agrees to provide any documentation Treasury may require concerning its compliance with Title VI of the Civil Rights Act of 1964, Treasury's implementing regulations at 31 C.F.R. Part 22, and the government-wide regulations contained in 28 C.F.R. Part 42, Subparts C and F. Santa Fe County acknowledges and agrees the Award will not be made available to Santa Fe County for the Project and may not be used by Santa Fe County for the Project until such time as Santa Fe County has submitted information and documentation required by Treasury in accordance with 31 C.F.R. § 22.6 and 28 C.F.R. § 42.406, and Treasury provides notice of approval of such submission.

7.4 **Maintenance of and Access to Records.** Santa Fe County shall maintain records and financial documents sufficient to evidence compliance with the CPF Statute and related guidance, the Award and this Agreement. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Santa Fe County in order to conduct audits or other investigations. Records shall be maintained by Santa Fe County for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

7.5 **Conflicts of Interest.** Santa Fe County understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Santa Fe County must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7.6 **False Statements.** Santa Fe County understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

7.7 **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number CPFFN0199 awarded to State of New Mexico by the U.S. Department of the Treasury."

7.8 **Debts Owed the Federal Government.**

7.8.1 Any funds paid to Santa Fe County (a) in excess of the amount to which Santa Fe County is finally determined to be authorized to retain under the terms of the Award; (b) that are determined by the Treasury Office of Inspector General to have been misused; or (c) that are determined by Treasury to be subject to a repayment obligation pursuant to sections

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

602(e) and 603(b)(2)(D) of the Act and have not been repaid by Santa Fe County shall constitute a debt to the federal government.

7.8.2 Any debts determined to be owed the federal government must be paid promptly by Santa Fe County. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if Santa Fe County knowingly or improperly retains funds that are a debt as defined in the paragraph above. Treasury will take any actions available to it to collect such a debt.

7.9 Disclaimer.

7.9.1 Santa Fe County acknowledges and accepts that the United States expressly disclaims any and all responsibility or liability to Santa Fe County or third persons for the actions of Santa Fe County or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the Award or any contract, or subcontract under the Award.

7.9.2 The acceptance of this Agreement by Santa Fe County does not in any way establish an agency relationship among or between the United States, State of New Mexico, the Department, the Office of Broadband, and Santa Fe County.

7.10 Protections for Whistleblowers.

7.10.1 In accordance with 41 U.S .C. § 4712, Santa Fe County may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or Project funds, a gross waste of federal funds, an abuse of authority relating to a federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract).

7.10.2 The list of persons and entities referenced in the paragraph above includes the following:

7.10.2.1 A member of Congress or a representative of a committee of Congress;

7.10.2.2 An Inspector General;

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

7.10.2.3 The Government Accountability Office;

7.10.2.4 A Treasury employee responsible for contract or oversight or management;

7.10.2.5 An authorized official of the Department of Justice or other law enforcement agency;

7.10.2.6 A court or grand jury; or

7.10.2.7 A management official or other employee of Santa Fe County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

7.10.3 Santa Fe County shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

7.11 **Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Santa Fe County is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees and contractors when operating company-owned, rented or personally owned vehicles.

7.12 **Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Santa Fe County should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Santa Fe County should establish workplace safety policies to decrease accidents caused by distracted drivers.

7.13 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Funds for the Project may not be used to procure or obtain any covered telecommunication and video surveillance services or equipment as described in 22 C.F.R. § 200.216, including: (1) covered telecommunication and video surveillance services or equipment provided or produced by entities owned or controlled by the People's Republic of China and telecommunications equipment produced by Hauwei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) telecommunications or video surveillance services provided by such entities or using such equipment; and, (4) telecommunications or video

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

7.14 **Domestic Preference in Procurement.** To the extent practicable and consistent with applicable law under, Santa Fe County will provide a preference for the procurement or use of goods, products or materials produced in the United States as described in 2 C.F.R. § 200.322 and Executive Order 14005 Ensuring the Future is Made in All of America by All of America's Workers (January 25, 2021).

7.15 **Remedies.** If the event of Santa Fe County's noncompliance with the CPF Statute, this Agreement other applicable laws, regulations executive orders, or any reporting or other program requirement, Treasury or the State of New Mexico may take available remedies as set forth in 2 C.F.R. § 200.339.

7.16 **Return of Funds.** Santa Fe County must return to the State of New Mexico any Award funds that are not expended and not obligated by December 31, 2026, as part of the closeout process set forth in 2 C.F.R. § 200.344(d).

7.17 **Single Audit Requirements.** If Santa Fe County expends $750,000 or more in Project funds during its fiscal year, Santa Fe County will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F, as applicable. Santa Fe County may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples of single audit submissions.

7.18 **Labor.** For Projects receiving $5 million or more in CPF funding (based on expected total cost):

7.18.1 Santa Fe County may provide a certification that, for the Project, all laborers and mechanics employed by contractors and subcontractors in the performance of such Project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State of New Mexico, or by the appropriate state entity pursuant to the Public Works Minimum Wage Act, NMSA 1978, §§ 13-4-10 through 13-4-17. If such certification is not provided, Santa Fe County must provide a project employment and local impact report detailing: (a) the number of contractors and sub-contractors working on the Project; (b)

SFC CLERK RECORDED 11/12/2025

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

the number of employees on the Project hired directly and hired through a third party; (c) the wages and benefits of workers on the Project by classification; and (d) whether those wages are at rates less than those prevailing. Santa Fe County must maintain sufficient records to substantiate this information upon request.

7.18.2 Santa Fe County may provide a certification that the Project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If Santa Fe County does not provide such certification, Santa Fe County must provide a project workforce continuity plan, detailing: (a) how Santa Fe County will ensure the Project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the Project, including a description of any required professional certifications and/or in-house training, registered apprenticeships or labor-management partnership training programs, and partnerships like unions, community colleges, or community-based groups; (b) how Santa Fe County will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the Project; (c) how Santa Fe County will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30); (d) whether workers on the Project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; (e) whether the Project has completed a project labor agreement; (f) whether the Project prioritizes local hires; and (g) whether the Project has a Community Benefit Agreement, including a description of any such agreement.

7.19 **Federal Interest and Insurance.** Santa Fe County agrees that any equipment, supplies or real property purchased or, in the case of real property, improved, using Project funds will be used for the purpose and in the manner described in this Agreement, subject to the Uniform Guidance, the requirements of 2 C.F.R. § 200.310 (Insurance), 2 C.F.R. § 200.311 (Real Property), 2 C.F.R. § 200.313 (Equipment), 2 C.F.R. § 200.314 (Supplies), 2 C.F.R. § 200.315 (Intangible Property), as applicable, and any other restriction Treasury may impose.

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

8. CYBERSECURITY

8.1 **Risk Management Plan.** Santa Fe County hereby attests as follows:

8.1.1 Santa Fe County has a cybersecurity risk management plan (the "**Cybersecurity Risk Management Plan**") in place that is either: (a) operational with respect to the Project described in the Scope of Work, or (b) ready to be operationalized upon providing service from the Project described in the Scope of Work;

8.1.2 The Cybersecurity Risk Management Plan reflects the latest version of the National Institute of Standards and Technology (NIST) Framework for Improving Critical Infrastructure Cybersecurity (currently Version 1.1) and the standards and controls set forth in Executive Order 14028 and specifies the security and privacy controls being implemented;

8.1.3 The Cybersecurity Risk Management Plan will be reevaluated and updated on a periodic basis and as events warrant; and

8.1.4 The Cybersecurity Risk Management Plan will be submitted to the Office of Broadband prior to the final payment of Project funds pursuant to the terms of this Agreement, and shall be resubmitted to the Office of Broadband within 30 calendar days from the date Santa Fe County makes any substantive changes to the Cybersecurity Risk Management Plan.

8.2 **Supply Chain Risk Management Plan.** With respect to a supply chain risk management plan ("**SCRM Plan**"), Santa Fe County hereby attests that:

8.2.1 Santa Fe County has a SCRM Plan in place that is either: (a) operational with respect to the Project described in the Scope of Work, or (b) ready to be operationalized upon providing service from the Project described in the Scope of Work;

8.2.2 The SCRM Plan is based upon the key practices discussed in the NIST publication NISTIR 8276, Key Practices in Cyber Supply Chain Risk Management: Observations from Industry and related SCRM guidance from NIST, including NIST 800-161, Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations and specifies the supply chain risk management controls being implemented;

8.2.3 The SCRM Plan will be reevaluated and updated on a periodic basis and as events warrant; and

8.2.4 The SCRM Plan will be submitted to the Office of Broadband prior to the final payment of Project funds pursuant to the terms of this

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

Agreement, and shall be resubmitted to the Office of Broadband within 30 calendar days from the date Santa Fe County makes any substantive changes to the SCRM Plan.

9. DISBURSEMENT

9.1 **Conditions of Disbursement.** The following conditions apply to the disbursement of the Project funds to Santa Fe County:

9.1.1 Santa Fe County's expenditures shall be made during the Budget Period and prior to the termination of this Agreement (*i.e.*, the goods have been delivered and accepted or the title to the goods has been transferred to the Santa Fe County and/or the services have been rendered for the Santa Fe County).

9.1.2 The total amount received by Santa Fe County shall not exceed the lesser of: (a) the Agreement Amount or (b) the "**Total Project Cost**";

9.1.3 Santa Fe County is in compliance with the terms and conditions of this Agreement to the satisfaction of the Office of Broadband; and

9.1.4 Santa Fe County has submitted a request for disbursement consisting of all documentation required under this Article 9.

9.2 **Request for Disbursement Procedures and Deadlines.** Santa Fe County shall request payment by submitting a request for payment in the form attached hereto as **Exhibit F** (hereinafter "**Request for Reimbursement**"). Payment requests are subject to the following procedures and deadlines:

9.2.1 Santa Fe County must submit a Request for Reimbursement;

9.2.2 Each Request for Reimbursement must contain proof of payment by Santa Fe County or liabilities incurred by Santa Fe County showing that the expenditures are valid or are liabilities incurred by Santa Fe County in the form of actual invoices received by Santa Fe County for "**Third-Party Obligations**"; provided, however, that the Santa Fe County may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

9.2.3 In cases where Santa Fe County is submitting a Request for Reimbursement to the Department based upon invoices received, but not yet paid, by Santa Fe County for a Third-Party Obligation, if the invoices comply with the provisions of this Agreement and are a valid liability of Santa Fe County, Santa Fe County shall make payment in-full on those Third-Party Obligations within five (5) "**Business Days**"

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. Santa Fe County is required to certify to the Department proof of payment of the Third-Party Obligations within ten (10) Business Days from the date of receiving reimbursement from the Department.

9.2.4 Requests for Payment on a Third-Party Obligation shall be submitted by Santa Fe County to the Department within thirty (30) days from the date the Third-Party Obligation was incurred as evidenced by an unpaid invoice received by the Santa Fe County from a third-party contractor or vendor.

9.2.5 Santa Fe County's failure to abide by the requirements herein will result in the denial of its Request for Reimbursement or will delay the processing of its Request for Reimbursement. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Reimbursement are for permissible purposes within the meaning of this Agreement. Further, the Department's right to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Santa Fe County's violation of this Agreement.

9.3 **Retainage of Project Funds.** The Department will retain 10% of the Agreement Amount sought by Santa Fe County in each Request for Reimbursement as security for Santa Fe County's full performance of this Agreement. Department will release all retained amounts to Santa Fe County upon a final site inspection by the Office of Broadband to confirm Substantial Completion of the Project and Santa Fe County's successful Project close-out, including timely delivery of the Close-Out Report required under Article 10.2 of this Agreement, demonstrating Santa Fe County stands in full compliance with all programmatic and regulatory obligations set forth in this Agreement.

10. REPORTING REQUIREMENTS

10.1 **Progress Reports.** Santa Fe County must submit to the Office of Broadband progress reports in such form and frequency as the Office of Broadband may require. The specific data points required will be designated by the Office of Broadband, and may include, but is not limited to:

10.1.1 Financial information, including incurred project expenditures, and the amount of grant funds received;

10.1.2 Project execution information, including progress milestones achieved with regard to network design, permits and other approvals,

SFC CLERK RECORDED 11/12/2026

procurement, infrastructure deployment, equipment deployment, network testing and service launch;

10.1.3 Narrative information to provide a summary of key accomplishments, challenges, and upcoming objectives; and

10.1.4 Workforce deployment, including the number of employees and contractor personnel who provided services and work on the Project.

10.2 **Close-Out Report.** Santa Fe County shall work with the Office of Broadband to deliver a close out report no later than ninety (90) calendar days after Substantial Completion; (2) termination of the Agreement; or (3) expenditure of all Grant funds, whichever event occurs last. The specific data points required will be designated by the Office of Broadband. For illustrative purposes, the types of data required may include the following metrics:

10.2.1 Financial information, including incurred project expenditures during the Performance Period and the amount of grant funds received, including deployment costs, and drivers for any variances as noted in Santa Fe County's Application, and a description of how funds were spent in comparison to the Detailed Project Budget;

10.2.2 Network performance data, including at a minimum speed and latency test results for the backhaul network and the Wi-Fi access points;

10.2.3 Public Wi-Fi network coverage, including access points deployed and propagation models;

10.2.4 Network capacity, including information about Santa Fe County's licensing model and future scalability;

10.2.5 Network map, including a final network map in .pdf form as well as in .gdb or .shp forms that delineates the constructed network, and any portion of the network that was not constructed but was designated in Santa Fe County's Application;

10.2.6 Workforce deployment, including the number of employees and contractor personnel who provided service and work on the Project;

10.2.7 Project accomplishments narrative, including a description of all Project achievements;

10.2.8 Project challenges narrative, including a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of Project objectives identified in the Scope of Work; and

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

10.2.9 Lessons learned, including a summary of key lessons learned and recommendations to the Office of Broadband that can be applied to future grant programs.

10.3 **Monthly Meetings.** Santa Fe County may be required to participate in monthly meetings with OBAE to review project progress, outstanding expenditures, requests for reimbursements, and a spenddown plan.

10.4 **Post-Completion Annual Project Update.** For five (5) years commencing on the first January 31st following Substantial Completion, Santa Fe County must submit an annual update to allow the Office of Broadband to track the Project's impact. The specific data points required will be designated by the Office of Broadband in guidance to be published online. For illustrative purposes, the types of data required may include the following metrics:

10.4.1 Public Wi-Fi network usage statistics;

10.4.2 Network speed, including the maximum speed offered by the network and, if varied by location, a narrative regarding the percentage of passed (or covered) premises that can access the highest speed;

10.4.3 Data on any major network maintenance, upgrades, or expansions made to improve service quality, including details on proactive investments to sustain long-term network performance;

10.4.4 Data on any breaches of protected data, including Personally Identifiable Information, and corrective actions taken;

10.4.5 Data on community engagement efforts and feedback collected from users regarding service quality, affordability, and accessibility;

10.4.6 Information on major ownership changes, including changes in subcontractors or operational control, that identify and describe any changes in ownership or control of Santa Fe County or the Project; and

10.4.7 A high-level and low-level design.

10.5 **Map Reporting to the Office of Broadband.** Santa Fe County must report to the Office of Broadband all data required to be reported during the term of this Agreement by facilities-based providers pursuant to NMSA 1978, § 63-9J-3(J), or any rule promulgated by the Office of Broadband.

10.6 **Professional Engineer Stamped Review.** When required by the State of New Mexico Regulation and Licensing Department ("RLD") or other New Mexico State law Santa Fe County shall provide the Office of Broadband a Professional Engineer stamped review to confirm that the Project has been completed, the

SFC CLERK RECORDED 11/12/2025

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

design and installation of the Project conform to the Scope of Work and any authorized changes, that the network conforms to all requirements set forth in this Agreement, and that the installed infrastructure will provide the service levels stated in Santa Fe County's Application. This stamped plan is due no later than ninety (90) calendar days after Substantial Completion.

10.7 **CPF Statute/ARPA Reporting.** Santa Fe County shall comply with all applicable Treasury and other reporting requirements necessary to comply with the CPF Statute and ARPA. *See* "Project and Expenditure Report User Guide" (https://home.treasury.gov/system/files/136/CPF-PE-Report-User-Guide.pdf).

11. LIAISONS

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Santa Fe County shall designate a liaison that will provide the single point of contact for management and coordination of Santa Fe County's work.

The liaisons for this Agreement are:

For the OBAE:
Jeff Lopez
Director
OBAE
6000 Uptown Blvd NE, Suite 450
Albuquerque, NM 87110
jeff.lopez@connect.nm.gov

For Santa Fe County:
Juan Torres
Economic Development Manager
Santa Fe County
102 Grant Ave.
Santa Fe, NM 87501
jetorres@santafecontynm.gov

12. REMITTANCE

Payments will be made via ACH. Santa Fe County's State of New Mexico SHARE supplier identification number is 0000054297. The remittance address associated with the supplier identification number is Location 001, which is:

Finance Division/Accounts Receivable
P.O. Box 276
Santa Fe County
Santa Fe, NM 87504-0276

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

13. PROJECT MONITORING

The Office of Broadband or any of its authorized agents may monitor and inspect all phases and aspects of Santa Fe County's performance to determine compliance with the Scope of Work, the proper use of funds, and other technical and administrative requirements of this Agreement, including the adequacy of Santa Fe County's records and accounts. This section shall survive termination of this Contract.

14. NOTICE

All notices or communications required or permitted to be given by a Party under the provisions of this Agreement must be in writing and delivered to the other Party's liaison identified herein in accordance with § 1.12.21.8(D) NMAC.

15. ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS

Santa Fe County may not assign or transfer any portion of this Agreement without prior written consent by the Office of Broadband, in its sole discretion. In the event that any assets acquired, in whole or in part, with Project funds are to be sold, leased, licensed to or operated by a private entity other than Santa Fe County during the useful life of the assets, the sale, lease, license, or operating agreement must be approved before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by the Department based on a determination whether the transaction complies with applicable state and federal law and this Agreement. When any assets acquired, in whole or in part, with any Project funds are disposed of, the distribution of the proceeds must be made in accordance with 2 C.F.R. §§ 200.310 through 200.316.

16. DEFAULT, CURE, TERMINATION AND REMEDIES

16.1 **Default.** The Department may unilaterally terminate this Agreement for default by Santa Fe County ("**Event of Default**") as authorized by, and subject to the requirements of, § 1.12.21.14 NMAC.

16.2 **Remedies.** Upon the occurrence of any Event of Default and Santa Fe County'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 Department, the Department 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:

16.2.1 Withhold any or all payments or disbursements of the Project funds to be made under this Agreement, in which event Santa Fe County shall

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

have no right, title, or interest in or to any of the undisbursed Project funds;

16.2.2 Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

16.2.3 Treat the Agreement as breached and pursue any remedies at law or in equity, or both;

16.2.4 Recommend that Treasury initiate suspension or debarment proceedings as authorized under 2 C.F.R. part 180 and Treasury regulations; or

16.2.5 Demand repayment of all or a portion of the Project funds disbursed to Santa Fe County, plus all costs and reasonable attorney's fees incurred by the Department in recovery proceedings.

17. CONFLICT OF INTEREST

Santa Fe County 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 Santa Fe County's performance under this Agreement. Santa Fe County certifies that it has followed the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through 10-16-18, regarding contracting with a public officer, state employee or former state employee.

18. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by Santa Fe County or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of Santa Fe County and the Department. Both Santa Fe County and the Department 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 Department and Santa Fe County.

19. INSURANCE REQUIREMENTS

The County is a Named Member of the New Mexico County Insurance Authority ("NMCIA"), a self-insurance risk pool of New Mexico counties formed pursuant to the Joint Powers Act, NMSA 1978, Sections 11-1-1 through 11-1-7, as amended. Through the NMCIA Multi-Line Program, the County maintains coverage for general liability, public officials errors and omissions liability, employment practices liability, automobile liability, and property, which extends to the County's officials and employees acting within the scope of their duties. Liability coverage is provided on a

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

claims-made basis and is subject to the terms, conditions, limits, deductibles, and exclusions of the NMCIA Coverage Agreement then in effect. The County shall maintain such coverage, or substantially equivalent coverage through self-insurance or commercial insurance, throughout the term of this Agreement. The County's liability under this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-30, as amended, and nothing in this Agreement shall be construed as a waiver of any immunity or limitation of liability afforded to the County or its officials and employees by that Act or other applicable law. Nothing in this Agreement shall be construed as an agreement by the County to name any other party as an additional insured or to extend NMCIA liability coverage to any other party.

20. DEFENSE AND INDEMNIFICATION

As between the Parties, each Party acknowledges that it will be responsible for injury to persons or property to the extent such injury results from the intentional or negligent actions or omissions of that party's employees, officers, or agents. The liability of Santa Fe County and its employees shall be subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, et.seq., as amended.

21. REPRESENTATIONS AND WARRANTIES

Recognizing that the Department is relying hereon, Santa Fe County represents and warrants, as of the Effective Date of this Agreement, as follows:

21.1 **Organization; Power, Etc.** Santa Fe County: (1) is duly organized and validly existing under the laws of the State of New Mexico; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws; and (5) is eligible to obtain the financial assistance from the Department contemplated by this Agreement.

21.2 **Authority.** The execution, delivery and performance by Santa Fe County 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 Santa Fe County or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Santa Fe County is a party or by which it may be bound. Santa Fe County 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.

SFC CLERK RECORDED 11/12/2025

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

21.3 **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.

21.4 **Binding Agreement.** Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Santa Fe County, 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.

21.5 **Compliance with Applicable Laws.** Santa Fe County will comply with all federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.

21.6 **Litigation.** There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Santa Fe County 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.

21.7 **Information Submitted with Application.** All information, reports, and other documents and data submitted to the Office of Broadband in connection with Santa Fe County's Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted in connection with Santa Fe County's Application present fairly, in all material respects, the financial position of Santa Fe County 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 Santa Fe County.

22. PURCHASES WITH PROJECT FUNDS

Except as specifically authorized in writing in advance by the Office of Broadband, all facilities, materials, equipment, supplies, replacements and all other tangible real or personal property procured for the Project shall not, at the time Santa Fe County submits a Request for Reimbursement to the Department 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.

23. DEBARMENT

Santa Fe County 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

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

excluded from participation in this Agreement by any governmental department or agency.

24. FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

25. GENERAL PROVISIONS

25.1 **Applicable Law.** This Agreement will be governed and interpreted according to New Mexico law and applicable federal law. Any judicial proceeding concerning this Agreement shall be brought only in the New Mexico First or Second Judicial District Court. By executing this Agreement, Santa Fe County acknowledges and will submit to the jurisdiction of the court as stated herein over any and all such proceedings arising hereunder.

25.2 **Workers' Compensation.** Santa Fe County will comply with state laws and rules applicable to workers compensation benefits for its employees.

25.3 **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.

25.4 **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.

25.5 **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.

25.6 **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

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978, §§ 12-8A-1 through 12-8A-3.

25.7 **Entire Agreement.** The Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment must be in a written agreement signed by the Parties.

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows.

The remainder of this page is intentionally left blank.

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows:

SANTA FE COUNTY

Signed by:
Gregory Shaffer
772BCA04B300421...

10/21/2026

Gregory S. Shaffer
County Manager
Santa Fe County

Date

Approved for Financial Sufficiency:

Signed by:
Yvonne Herrera
CE88B34AB14948D...

10/18/2026

Yvonne Herrera
Finance Division Director
Santa Fe County

Date

Approved for Legal Sufficiency:

Signed by:
Walker Boyd
21E07073307B419...

10/16/2026

Walker Boyd
Attorney
Santa Fe County

Date

OFFICE OF BROADBAND ACCESS AND EXPANSION

Signed by:
9F75E32E1840434...

10/26/2026

Jeff Lopez
Director
Office of Broadband Access and Expansion

Date

Approved for Financial Sufficiency:

Signed by:
Silvia O. Rodarte
40D77CF4A2004B1...

10/25/2026

Silvia Rodarte
Chief Financial Officer
Department of Information Technology

Date

Approved for Legal Sufficiency:

DocuSigned by:
Cassandra Brulotte
C0140201D6F94E1...

10/21/2026

Cass Brulotte
General Counsel
Office of Broadband Access and Expansion

Date

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

CONNECT new mexico
Office of Broadband Access & Expansion

New Mexico Community Wi-Fi Digital Connectivity Technology Project
Exhibit A - Scope of Work

Applicant Information	
Organization Legal Name	County of Santa Fe
Project Name	Santa Cruz Community Wi-Fi Expansion Project

Solution Overview

The Santa Cruz Community Wi-Fi Expansion Project aims to connect residents living in public housing in Santa Cruz to publicly accessible, high-speed, reliable internet access, while improving the quality of existing Wi-Fi within the Santa Fe Boys & Girls Club - Santa Cruz site and Abedon Lopez Senior Center to increase long-term access to educational and employment/business opportunities, and health-monitoring activities.

The contracted technology vendor, ITConnect Inc. will provide and install six strategically located Wi-Fi Access Points throughout the Santa Cruz site. The project includes the installation of omni-directional and directional antennas, pole-mounted Access Point infrastructure, central network equipment housed within the Abedon Lopez Senior Center, and all required interconnecting cabling and hardware.

The contractor will furnish all labor, materials, equipment, installation, testing, and commissioning services necessary to complete the project in accordance with manufacturer specifications, industry standards, and Building Industry Consulting Service International (BICSI) guidelines. ITConnect will configure and test all equipment, including network security settings, management controls, and public user access.

Technology Metrics			
Type of Wi-Fi tech	Up to Wi-Fi 6E Wireless	Primary use	Community Access to Internet
Concurrent user capacity	Up to 300	Number of individuals using Community Wireless (Planned)	Up to 126
Number of Access Points	6	Total area covered	Approx. 538,171 ft²
Min Speed	100 Mbps download/ 20 Mbps upload	Internet Access and Speed	REDI Net 1 GB
Max Speed	1 GB	Backhaul Method and Speed	Direct Interconnection / 2.5 Gig
Security	Port Isolation	GPS coordinates or Wi-Fi Access point coordinates	AP 1 - lat 35°59'50.53"N / lon 106° 2'47.4"W AP 2 - lat 35°59'48.14 N/ lon 106° 2'47.95"W AP 3 - lat 35°59'47.58"N/ lon 106° 2'43.03"W AP 4 - lat 35°59'49.17 N/ lon 106° 2'41.22 W AP 5 - lat 35°59'48.30 N/ lon 106° 2'37.28"W AP 6 - lat 35°59'49.54 N/ lon 106° 2'36.00"W

Initial
GS

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

New Mexico Community Wi-Fi Digital Connectivity Technology Project

Exhibit B - Project Budget

Applicant	County of Santa Fe
Project Name	Santa Cruz Community Wi-Fi Expansion Project

CONNECT new mexico
Office of Broadband Access & Expansion

Total Budget	Total Grant	Grant %
$508,762	$508,762	100%

Categories and Eligible Cost Components	Total Budget for Cost Component	Grant Amount Per Cost Component	Grant Percentage	Brief Narrative for Cost
Equipment Costs				
Access Points	$44,141	$44,141	100%	Access Point equipment and antennas
Routers	$8,183	$8,183	100%	Switching equipment for link to six Access Points
Repeaters	$0	$0	0%	N/A
Cabling & Connectors	$49,010	$49,010	100%	Interconnecting cabling and hardware to each Access Point
Other Hardware	$16,250	$16,250	100%	Misc. installation hardware
Category Total	**$117,584**	**$117,584**	**100%**	
Installation Costs				
Labor (Technicians)	$294,221	$294,221	100%	Installation of all material and hardware
Site Preparation	$9,500	$9,500	100%	Onsite visits, preparation, and mobilization
Mounting & Enclosures	$29,445	$29,445	100%	Access Point mounting hardware and enclosures
Testing & Configuration	$38,500	$38,500	100%	Interconnecting cable testing and network configuration
Category Total	**$371,666**	**$371,666**	**100%**	
Miscellaneous Costs				
Permits & Fees	$0	$0	0%	N/A
Category Total	**$0**	**$0**	**0%**	
Administrative				
Project Management	$15,187	$15,187	100%	Project management and oversite
Grant Administration	$3,750	$3,750	100%	Grant administration and federal compliance
Reporting	$575	$575	100%	Financial and programmatic reporting
Category Total	**$19,512**	**$19,512**	**100%**	
Total	$508,762	$508,762	100%	

Initial
GS

SFC CLERK RECORDED 11/12/2026

Docusign Envelope ID: 42CAD589-E200-8B34-8243-6F4805D6AA39

STATE OF NEW MEXICO
Request for Payment Form
Exhibit C

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Contact Name/Phone #: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	Funds Requested to Date:	$ 0.00
D.	Amount Requested this Payment:	$ 0.00
E.	Reversion Amount (*If Applicable*):	$ 0.00
F.	Grant Balance:	$ 0.00

H. ☑ ARPA-1B ☐ CNMF ☐ BEAD ☐ GWEP

I. ☐ Final Request for Payment (*if Applicable*)

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

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☐ **Reporting Certification:** I hereby certify to the best of my knowledge and belief, that required reporting is up to date, to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

V. ☐ **Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

Division Project Manager Date

Initial
GS

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS

RESOLUTION NO. 2026 - 135

A RESOLUTION ACCEPTING GRANT AGREEMENT 2027-0141-CDD FOR PUBLIC WI-FI EXPANSION AT PUBLIC HOUSING COMMUNITIES, AUTHORIZING THE COUNTY MANAGER TO SIGN THE GRANT AGREEMENT ON BEHALF OF SANTA FE COUNTY AND NEGOTIATE AND IMPLEMENT AN AGREED SCOPE OF WORK; DESIGNATING ADDITIONAL AUTHORIZED COUNTY PERSONNEL FOR GRANT ADMINISTRATION

WHEREAS, the State of New Mexico received a federal award ("Award") dated February 4, 2022, from the United States Department of the Treasury ("Treasury") pursuant to 42 U.S.C. Section 804 (the "CPF Statute"), as added by Section 9901 of the American Rescue Plan Act ("ARPA") of 2021, Pub. L. 117-2 (March 11, 2021), to authorize payments to certain recipients from the Coronavirus Capital Projects Fund; and

WHEREAS, the New Mexico Legislature appropriated $123,066,812 from the Award to the Department of Information Technology to plan, design, construct, renovate, and equip broadband, including alternative and satellite broadband, statewide as set forth in the 2021 General Appropriate Act at Section 4(A) of Chapter 4 of Laws 2021 (2nd S.S.); and

WHEREAS, the OBAE administers the Connect New Mexico program and received approval from the Treasury on June 8, 2026, to use ARPA funds to facilitate a direct-implementation program that would allow the OBAE to enter into intergovernmental grant agreements with New Mexico agencies, for the deployment or expansion of public Wi-Fi in New Mexico communities; and

WHEREAS, on June 17, 2026, the OBAE published program documentation and application materials and sought proposals from interested parties for the purpose of making subawards, as defined in 2 C.F.R. § 200.1, of award funds to subrecipients for eligible activities; and

WHEREAS, Santa Fe County submitted a proposal ("Santa Fe County's Proposal") to the Project on or about July 15, 2026, by which it sought Award funding for the public Wi-Fi project as described in Santa Fe County's Proposal; and

WHEREAS, on August 5, 2026, OBAE informed Santa Fe County that its grant request in the amount of $508,762 had been selected for funding; and

WHEREAS, Santa Fe County and OBAE are in active discussions about the scope of work for an intergovernmental agreement to complete one or more Wi-Fi projects using OBAE grant funds;

NOW, THEREFORE, BE IT RESOLVED that the Santa Fe County Board of County Commissioners hereby:

1. Accepts Grant Agreement 2027-0141-CDD in the amount of $508,762.

SFC CLERK RECORDED 10/12/2026

2. Authorizes Santa Fe County Manager Gregory S. Shaffer or successor as the Official Representative to sign Grant Agreement 2027-0141-CDD and hereby confirms and ratifies his signature on Grant Agreement 2027-0141-CDD.

3. Authorizes Santa Fe County Manager Gregory S. Shaffer or his designee to negotiate and sign all other documents necessary to fulfill the County's obligations under Grant Agreement 2027-0141-CDD, including documents setting forth a scope of work to provide public Wi-Fi at one or more of the County's Public Housing Communities, Santa Cruz, Camino de Jacobo and Valle Vista; and the execution of subaward or other agreements with REDINet, contractors, and internet service providers to deploy and provide public Wi-Fi consistent with the agreed scope of work.

4. Designates Santa Fe County Finance Department Director Yvonne S. Herrera or successor as the Alternate Official Representative who is authorized to sign disbursement requests for Grant Agreement 2027-0141-CDD.

5. Designates Santa Fe County Finance Department Deputy Director Elena Tercero or successor to update the DFA Database quarterly per Article VIII of 2027-0141-CDD.

6. Designates Santa Fe County Finance Department Deputy Director Elena Tercero or successor as the contact for Notice of Obligation requests for 2027-0141-CDD.

PASSED, APPROVED, AND ADOPTED ON THIS 13th DAY OF OCTOBER, 2026.

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Justin S. Greene, Chair

ATTEST: _____
Katharine E. Clark
Santa Fe County Clerk

COUNTY CLERK SANTA FE COUNTY NEW MEXICO KATHARINE E. CLARK

Date: 10/14/2026

Approved as to form:
_____
Walker Boyd
Santa Fe County Attorney

OUNTY OF SANTA FE)
TATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 2

Hereby Certify That This Instrument Was Filed for
ecord On The 14TH Day Of October, 2026 at 02:28:33 PM
nd Was Duly Recorded as Instrument # 2093629
f The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
eputy _____ County Clerk, Santa Fe, NM

SFC CLERK RECORDED 10/14/2026