

**MEMORANDUM OF AGREEMENT**  
**Formalizing the Establishment of the**  
**SANTA FE REGIONAL TELECOMMUNICATIONS COALITION**

**THIS MEMORANDUM OF AGREEMENT** ("Agreement") is made and entered into by and among the **SANTA FE COMMUNITY COLLEGE** ("SFCC"), the **CITY OF SANTA FE** (the "City"), and **SANTA FE COUNTY** (the "County"), (individually, a "Party" and collectively, "the Parties") to formalize the establishment of the **Santa Fe Regional Telecommunications Coalition** ("SFRTC" and "Coalition"). The Governing Board/Council/Commission of each Party will approve this Agreement.

This Agreement describes the rights and responsibilities of the Parties, the areas of collaboration, the bases for providing for sharing of resources, and the expectations regarding the working relationships among the Parties.

**RECITALS:**

1. The State of New Mexico, through a consortium of State research Universities and select executive agencies, has established a membership and participation in the National LambdaRail fiber telecommunications infrastructure, providing access to an ultra-high-speed national digital network through a state central gateway in Albuquerque. The NM LambdaRail network and its membership is managed by the University of New Mexico.
2. The Parties have engaged in a series of discussions outlining the importance of working together to make the Santa Fe region a connected community, with unlimited access for all to information resources that improve the quality of life, economic development opportunities, sustainability, education and training, and the provision of health and government services. For purposes of this Agreement, the Santa Fe region is defined to mean the geographic boundaries of Santa Fe County. The Parties recognize that specific priorities and plans for the development of telecommunications infrastructure still need to be developed and propose to use the Coalition for this purpose.
3. Membership in NM LambdaRail or its equivalent has been considered as necessary to meeting these goals, with an objective of providing network connectivity from Santa Fe to Albuquerque, and of constructing a local network loop that would serve all of the Parties and their constituent interests. The Coalition has sought and been granted membership in NM LambdaRail and intends to fulfill the conditions of that membership pursuant to this Agreement.
4. Each Party is currently engaged in the development of economic development projects and workforce development programming that rely on the existence of high-speed telecommunications networks. Santa Fe County (the "County") has entered into agreement with Santa Fe Studios to develop the Santa Fe County Media Park, providing land and funding for its establishment. The City of Santa Fe (the "City") is invested in various economic developing projects that meet the Angelou plan to stimulate local business development. The Santa Fe Community College ("SFCC") is developing two

new facilities, its Health and Sciences Building and its Trades and Advanced Technology Center, promoting workforce development and distance learning. SFCC has also been identified as a potential Santa Fe location for connection to the New Mexico Computing Applications Center.

5. The governing bodies of each Party have passed prior resolutions endorsing the creation and continuing collaboration of the SFRTC. The Legislature in its 2008 Session passed House Memorial 32, endorsing SFRTC efforts as a model for regional telecommunication infrastructure development, and requesting Executive agencies to support SFRTC activities toward attaining its goals.
6. The Parties desire to formalize the establishment of the SFRTC and to set forth the methods and means by which the purpose of this Agreement will be achieved.

## **UNDERSTANDINGS AND AGREEMENTS:**

### **I. SCOPE OF AGREEMENT**

The Parties agree to:

**A. Establish Planning Organization** To establish the organizational structure of the SFRTC for planning of the telecommunications infrastructure and its expanded use over a longer term and with possible new partnerships.

1. Establish working relationships among the Parties to share information, to review and deliberate issues relative to technology, infrastructure needs, connectivity, open access, carriers, and network providers, including NM LambdaRail, to establish planning objectives, and to define project relationships to infrastructure goals.
2. Provide for development of analytical reports and recommendations defining direction for implementation of the infrastructure network, for integration of individual project plans, for development of estimates and funding requirements, and for reporting of Coalition accomplishments and progress in completion of projects and network.
3. Establish a master plan for development of the telecommunications infrastructure for the region, including definition of short and longer term development projects, expansion of participating partners, and timelines for completion of development efforts. As appropriate, develop organizational assignments for continuing management of the SFRTC effort and for update of plans and supporting materials.
4. Collaborate in contracting for planning support, including possible shared hiring of consultants, cooperative staffing of analytical projects, coordinated lobbying, and solicitation of project funding.
5. Provide ongoing reporting of progress against the master plan based on accumulated information derived from monitoring of projects and completion of the networks.

**B. Complete Development of Priority Projects** To support each Party and enable it to complete development of its priority projects and programming.

1. Collaborate in developing priority listings of projects to be included in the execution of the infrastructure master plan, including defining funding requirements, project schedules, supporting documentation, and underlying justifications for inclusion of the projects in the regional plan.

2. To the extent required for each project, provide cooperative support, testimony, shared resources, and allocated funding consistent with individual project sponsorship agreements.

3. Provide for ongoing addition of projects as these are included in the master plan and as they attain implementation priority status.

**C. Obtain Funding for Projects** To provide a basis for continuing collaboration in seeking and attaining funding for infrastructure projects subject to each Party's agreement.

1. Collaborate with other Parties to develop funding proposals for legislative funding, federal appropriations, and private grants, and to provide ongoing testimony and lobbying support as required to assist in obtaining of final appropriations.

2. Where appropriate, provide collaborative proposals and documentation in support of bonding, special elections, and allocations of public revenues.

3. Provide collaboration in supporting public/private partnerships and development of new funding sources for added participants in the local region.

4. Establish fiscal responsibility among the Parties for any funding received by the SFRTC.

**D. Complete Telecommunications Infrastructure** To establish a telecommunications infrastructure that will serve the interests of the individual Parties toward promoting economic and workforce development within the region.

1. Develop detailed engineering and technical studies to outline and define the needed telecommunications infrastructure for the Santa Fe region. Include components of the infrastructure that would support needs of the Parties and needs of other entities within the region and service area.

2. Develop projects to complete telecommunication infrastructure linkages between Santa Fe and Albuquerque, including LambdaRail, within the projects defined among the Parties to this Agreement, and within the local region to include other participants as may be defined and included.

3. Establish shared monitoring mechanisms for promoting completion of segments of the telecommunications network and infrastructure. Provide reporting and statistics to demonstrate progress and to measure completion of planned segments of the entire network. As appropriate, develop documentation and schematics defining the completed segments.

## **II. THE COALITION**

The activities of the SFRTC shall be carried out by representatives of each Party, who shall be provided necessary responsibility and authority to actively participate in the planning deliberations of the SFRTC. Any representative must be a full-time employee of the Party he or she represents. SFRTC members shall work by consensus and may call and convene such meetings as may be necessary to address such organizational matters as may be necessary and convenient. Membership on the Coalition may be expanded to include other public entities upon approval of SFCC, the City, and the County, and by amendment to this Agreement.

## **III. EFFECTIVE DATE AND TERM**

This Agreement shall become effective when approved by all parties, and shall remain in effect until terminated pursuant to Paragraph IV, below, or by amendment to this Agreement.

## **IV. TERMINATION**

This Agreement shall terminate at the end of any Fiscal Year for which a majority of the Parties serve written notice of intent to terminate this Agreement. Any Party may terminate its involvement in the Coalition upon thirty (30) days' written notice to the other Parties. Parties withdrawing from the Coalition shall remain responsible for complying with any obligations made prior to the date of termination.

## **V. AMENDMENT**

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties.

## **VI. LIABILITY**

A. No Party shall be responsible for liability incurred as a result of another Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-29 NMSA 1978.

B. Each Party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation of requirements applicable to the performance of this Agreement. Each Party shall be liable for its acts or failure for act accordance with this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-29 NMSA 1978.

## **VII. MERGER**

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Agreement.

## **VIII. APPROPRIATIONS**

A. Each Party's obligations under this Agreement are contingent upon sufficient appropriation and authorization being granted to that Party to support the activities of the SFRTC. If sufficient appropriation or authorization is not granted to a Party, that Party's participation in this Agreement shall terminate upon written notice from that Party to the remaining Parties. The decision as to whether sufficient appropriations are available to any Party shall be in the sole discretion of that Party and shall be final, binding, and accepted by the Parties.

B. Notwithstanding any other provision of this Agreement, no Party shall be obligated to commit any funds or other resources to SFRTC activities unless that Party specifically agrees in writing to such commitment.

C. The Parties agree that they shall use any State, federal, tribal, local and private funds received for projects developed by the Coalition in accordance with applicable State and federal laws and regulations.

## **IX. NOTICE**

The contact persons for the performance of this Agreement shall be:

- A. Santa Fe Community College  
(name) Sheila Ortego  
(title) President  
(address) 6401 Richards Avenue, Santa Fe, NM 87508  
Telephone: (505) 428-1201 Facsimile: (505) 428-1296
- B. City of Santa Fe  
(name) Galen Buller  
(title) City Manager  
(address) P.O. Box 909, Santa Fe, NM 87501-0909  
Telephone: (505) 955-6848 Facsimile: (505) 955-6683
- C. Santa Fe County  
(name) Roman Abeyta  
(title) County Manager  
(address) 102 Grant Avenue, Santa Fe, NM 87501-2061  
Telephone: (505) 986-6200 Facsimile: (505) 995-2740

X. BINDING EFFECT

This Agreement is binding on, and the benefits inure to the Parties hereto, their successors and transferees.

XI. APPLICABLE LAW

This Agreement is governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have herein below set their hand.

SANTA FE COMMUNITY COLLEGE

By: Sheila Ortego  
Sheila Ortego, President

Date: \_\_\_\_\_

CITY OF SANTA FE

By: David Coss  
David Coss, Mayor

DATE: 3/9/09

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK  
Cmtg 2/11/09

APPROVED AS TO FORM:

Frank D. Katz  
FRANK D. KATZ, CITY ATTORNEY  
DATE: 3/9/09

SANTA FE COUNTY

By: Roman Abeyta  
Roman Abeyta, County Manager

DATE: 2/20/09

ATTEST:

Valerie Espinoza  
VALERIE ESPINOZA, COUNTY CLERK

APPROVED AS TO FORM:

Stephen C. Ross  
STEPHEN C. ROSS, COUNTY ATTORNEY

DATE: 20 February 2009