SANTA FE COUNTY
RESOLUTION 2026- 150

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

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

Department / Division COMMUINITY DEVELOPMENT/SUSTAINABILITY

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

BUDGETED REVENUES: (use continuation sheet, ifnecessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	2343	371	19-00	NM EMNRD CEED PROGRAM GRANT	$ 1,043,750	
Total					$ 1,043,750	$ -

BUDGETED EXPENDITURES: (use continuation sheet, ifnecessary)

FUND CODE XXX	DEPARTMENT/ DIVISION XXXX	ACTIVITY BASIC/SUB XXX	ELEMENT/ OBJECT XXXX	LINE DESCRIPTION	INCREASE AMOUNT	DECREASE AMOUNT
101	2343	471	50-03	SERVICES/CONTRACTURAL/PROFESSIONAL	$ 1,043,750	
Total					$ 1,043,750	$ -

Requesting Department Approval: Jacqueline Beam **Title:** Sustainability Manager **Date:** 10/23/2026 **Log #** 17

Capital/Grants Approval: [signature] **Date:** 10/27/2026

Budget Administrator: [signature]

Finance Dept Approval: [signature] **Date:** 10/27/2026

Entered by: _____ **Date** _____

County Mgr Approval: [signature] **Date:** 11/9/2026

Updated by: _____ **Date:** _____

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SANTA FE COUNTY
RESOLUTION 2026- 150

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.

In 2025, New Mexico Energy, Minerals, and Natural Resources Department (EMNRD) awarded Santa Fe County $1,043,750 in funds via the Community Energy Efficiency Development (CEED) Program. These funds are intended to improve the energy efficiency of low-income residences via envelope upgrades, air sealing, duct sealing, thermal boundary insulation, Energy Star window/door installation, LED lighting, HVAC repair/replacement, appliance repair/replacement, incidental repairs, and other safety measures.

	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. 26-521-0300-0039	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)

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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

OUNTY OF SANTA FE)
TATE OF NEW MEXICO) ss

BCC RESOLUTIONS
PAGES: 123

Hereby Certify That This Instrument Was Filed for
ecord On The 12TH Day Of November, 2026 at 01:53:43 PM
nd Was Duly Recorded as Instrument # 2095684
f The Records Of Santa Fe County

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

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STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT
AND
COUNTY OF SANTA FE

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 is made and entered into by and between the State of New Mexico Energy, Minerals and Natural Resources Department (EMNRD) and Entity name (Entity).

WHEREAS, the parties have previously made an Agreement effective August 19, 2025, and

WHEREAS, Section 12 thereof provides that the original Agreement shall not be amended except by written instrument executed by the parties, and

WHEREAS, the parties now agree that it is in their mutual interest to amend their previously made Agreement.

NOW, THEREFORE, THE PARTIES DO AGREE TO AMEND their previous Agreement by this **AMENDMENT NO. 1** as follows:

1. Section **1.A. Scope of Work** is deleted in its entirety and replaced with the following:

A. "Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1 and Attachment 4."

2. Section **1.C.(3) Scope of Work** is deleted in its entirety and replaced with the following:

3) "The maximum average allowable ECM improvement cost per residential housing unit is $25,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost."

3. Section **2 Compensation** is deleted in its entirety and replaced with the following:

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A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed one million, forty-three thousand, seven hundred fifty dollars and zero cents ($1,043,750.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	$104,375.00	20th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within Santa Fe County.	$939,375.00	20th day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

4. Section **2 Term** is deleted in its entirety and replaced with the following:

2. **Term**: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers

funds for this Agreement. It shall terminate on Dec 31, 2028 unless earlier terminated pursuant to Section 3, Termination, or Section 4, Appropriations, below"

5. **Attachment 3: Special Terms & Conditions, sub-part 10**. Prevailing Wage Requirements is deleted in its entirety and replaced with the following:

10. **Prevailing Wage Requirements:**

A. If the project takes place at a privately owned residence, the Entity is not required to comply with Prevailing Wage requirements.

B. If the project takes place government-owned housing or other government owned buildings, and the total project cost exceeds $60,000 under a single contract between a state agency and awarded Entity, the award will be considered a Public Works program and therefore a wage decision is required. This applies even if the project consists of multiple units valued at $25,000 each.

1. If this award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.

2. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

3. The Entity must comply with all of the Prevailing Wage requirements, including but not limited to:

A. ensuring that the wage determination(s) and appropriate Prevailing Wage clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subcontractor awards.
B. being responsible for compliance by any subcontractor or subcontractor with the Prevailing Wage labor standards.
C. receiving and reviewing certified weekly payrolls submitted by all

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subcontractors and subcontractors for accuracy and to identify potential compliance issues.

D. maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the State, EMNRD or the Department of Labor upon request.
E. conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subcontractors and as requested or directed by the State or EMNRD.
F. cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
G. posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
H. notifying ECAM of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Entity, subcontractor, contractor, or subcontractor employees; significant labor standards violations; disputes concerning labor standards; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this GSA, a subcontract, or subcontractor award.
I. preparing and submitting to ECAM, the Prevailing Wage Semi-Annual Labor Compliance information in Quarterly Reports, by April 20 and October 20 of each year.

6. **ATTACHMENT 4: Application Materials** is modified to include the following:

CEED Program	**Approved Application – County of Santa Fe**
Applicant Entity Legal Name:	County of Santa Fe
Type of Applicant Entity:	County Government
Entity Employer Identification Number (EIN):	85-6000073
Entity Address:	PO Box 276 Santa Fe, New Mexico 87504
Name of person (employee of Entity) who is authorized to contractually obligate on behalf of this Application:	Gregory S Shaffer

Title:	Santa Fe County Manager
Department Name	Santa Fe County
Email:	gshaffer@santafecountynm.gov
Phone number:	505-986-6200
Name of person who is authorized by the entity to clarify/respond to queries regarding this application:	Jacqueline Beam
Title:	Sustainability Manager
Organizational Affiliation:	Santa Fe County
Email:	jvbeam@santafecountynm.gov
Phone number:	505-992-9832
Project type entity is applying for: (Type 1 Projects are open to Indian nations, tribes, or pueblos; county/municipal governments; and the MFA. Type 2 Projects are reserved for the MFA.)	Type 1
Title of Applicant's project:	Reducing Energy Burdens for Low Income Households in Santa Fe County
One sentence description of the project:	Working in conjunction with partners, Santa Fe County will complete high impact energy efficiency retrofits for qualifying low-income households across Santa Fe County, reducing energy use and improving affordability.
Proposed Project duration (Grant awards will have a three-year maximum duration):	3 years
Total funding request	$208,750
Does the proposed project target the adoption of energy-efficient consumer behavior, equipment, or devices resulting in a decrease in energy consumption without reducing the amount or quality of energy services?	Yes
Does the project target (Check all that apply):	energy-efficient consumer behavior energy-efficient equipment energy-efficient devices health and safety measures equipment or electrification upgrades
Which of the following CEED Program goals does the proposed project serve?	reduce energy consumption reduce energy-related operating costs

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(Check all that apply):	reduce the carbon intensity of energy consumption
Select the participant household eligibility process that will be used. (As outlined in 19.1.10.12 (D) NMAC, [www.srca.nm.gov/partsltitle 19/19. 001. 0010.htm/l. Check all that apply):	Direct income verification by the most recent tax returns of the household Proof person(s) within the household participates in an income verified governmental assistance program within five years of household application (ex: federal or state disability assistance; SNAP food benefits; TANF temporary assistance benefits; Medicaid or children's health insurance program benefits; etc.) Proof person(s) within the household participates in a utility low-to-moderate income verified program Affordable housing verification by proof of low-income housing benefits or by mortgage or rental Agreement
[Type 1 Projects only] Describe how the Applicant will certify the participant eligibility prior to the commencement of work:	County Staff and the selected program administrator will provide an initial screening of low-income households based on self-reported income and residency statements. This process will identify potential project participants which will be further confirmed by the program administrator who will determine project prioritization through a vulnerability assessment as well as confirm that participating households are low income and reside in Santa Fe County using documentation providing proof of occupancy (such as a copy of utility bills, driver's license or rental agreement). Income will be verified utilizing the methods described above. Eligibility determinations will adhere to section 19.1.10.12.D of the CEED Program.
Does the proposed project take place in New Mexico?	Yes
Will the geographic block area where the underserved community is located and	Yes

where the project directly takes place, be within the boundaries of the Entity?	
Provide data detailing the energy-related needs/issues of the selected community or area that this project will address. (Ex: High energy burden, poverty, environmental concerns, etc.)	Across Santa Fe County, households meeting the criteria of the CEED grant program (AMI 0%-80%) spend 7% of their household income on energy, meeting the definition of having a high energy burden. At a census tract level, there are communities within the County who spend between 13 and 27 percent of their income each month on utility costs. In 2023 the CONNECT program which connects City and County residents to a range of services received over 1,000 requests for rent assistance and over 400 requests for utility assistance with over 15% of requests coming from unincorporated portions of Santa Fe County. Additionally, the County Home Rehabilitation and Energy Efficiency (HREE) program which provides a range of repair and energy efficiency improvements for County residents has a waiting list of more than 300 names and has been closed to new applicants for nearly a year due to demand that greatly outpaces the availability of funding. Deferred maintenance is a significant issue among low-income homeowners; according to a report from the Federal Reserve Bank of Philadelphia, "low-income homeowners often struggle to afford major home repairs" and "deferred maintenance and unaddressed repairs can worsen over time, lowering home values." Home repairs that address health and safety or comfort concerns often also improve energy efficiency, like window and door repairs or replacements, high-efficiency furnace and air conditioning installations, and HVAC maintenance, as well as enabling upgrades like electrical panel upgrades and roof repairs and

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	maintenance.
How will this project address the issues/provide solutions listed above through energy improvements to residential buildings?	Building upon Santa Fe County's existing CEED and HREE programs, successful implementation of this project will significantly reduce utility costs for an additional 7 households with documented difficulties maintaining their homes and paying their mortgage and utility bills. Implementation will result in homes which lower utility costs associated with electricity, propane and natural gas each month, produce less emissions and improve air quality, health and safety and comfort through enclosure and HVAC upgrades. It is estimated that project actions will, on average, reduce household energy use by 24% resulting in estimated household savings of $16 per month and $193 annually. These savings represent 14% of average household monthly utility bills and have the potential to result in a reduced number of utility services disconnected and improved health outcomes. Community level benefits will be maximized by leveraging core services provided through the County HREE program and project partners. Through the HREE program, participating households can receive up to $50,000 in additional funding to complete critical home rehabilitation and remediation interventions.
Describe Applicant's plan to coordinate information on: how the project would support infrastructure improvements for affordable housing:	N/A
Describe Applicant's plan to coordinate information on: how the project would complement and not duplicate other energy efficiency programs in the state:	N/A
Describe Applicant's plan to coordinate information on: how energy efficiency improvements to the residential housing	N/A

units will help to reduce the energy burden of low-income households that may not qualify for other energy efficiency programs in NM:	
Provide the location of the of overburdened community served by this project at the finest scale possible, (e.g., county, city/town, neighborhood scale or latitude/longitude coordinates):	This Project is intended to quickly identify and assist residents of Santa Fe County with immediate and acute energy security needs in conjunction with existing affordable housing and other indigent programs. Low-income households are eligible anywhere within unincorporated Santa Fe County, excluding incorporated areas and Tribal Lands. CEED participant households will be selected from applicants to the existing County HREE program and will be prioritized based on a vulnerability index ensuring individuals with the most acute energy security needs are identified. By including all of unincorporated Santa Fe County within the geographic selection, County staff and partners can begin implementing energy efficiency retrofit projects as soon as eligible low-income households are identified, potentially reducing the likelihood of an interruption in utility services. The Communities of Valle Vista, Agua Fria, and Santa Cruz are further prioritized due to a disproportionally large number of assistance requests, presence within high energy burden census tracts and proximity to existing Santa Fe County Housing Authority services.
Describe how input from the underserved community contributed to the development of both the project proposal and this community benefits plan:	This proposal builds on Santa Fe County's experience administering its HREE program and was developed in alignment with the objectives and recommendations of the 2023 Santa Fe County Affordable Housing Plan. The Affordable Housing Plan incorporates extensive community feedback and

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	survey data and was developed under the guidance of the Affordable Housing Plan Advisory Committee, a coalition of members of the public and subject matter experts. As detailed within the Plan, Santa Fe County is experiencing an acute housing crisis. Approximately 34 percent of all Santa Fe County households (21,044 households), are cost-burdened in the current place they live. This includes 12,174 owners who own their home (16 percent of all owners). Expanding programs which provide home rehabilitation and energy efficiency improvements to low-income households is a key recommendation of the plan which states that "given the disproportionate amount of household income spent on utility expenses by low-income households in the County, increasing energy efficiency measures for low-income tenants and homeowners is a tangible mechanism for increasing housing affordability. Retrofitting affordable homes with solar, low-flow toilets, high efficiency aerators and energy efficiency appliances is a way to reduce overall housing expenses by decreasing a household's monthly utility expenses." Supporting the housing stability and financial security of low-income populations through homeownership is a priority for the County, and this program allows low-income homeowners to continue investing in their homes to ensure livability and build generational wealth
Describe how the proposed community benefits plan aims to positively impact community health and safety, access to services, resilience or adaptation to climate change and/or education:	Successful project implementation has the potential to lead to positive health outcomes and increase numerous measures of resiliency at both the individual and community level. Energy efficiency upgrades have been linked to

	improvements in physical and mental health including reduced symptoms of respiratory and cardiovascular conditions, borderline anxiety and depression, allergies and reduced healthcare costs. A 2008 study by Sheffield Hallam University found energy efficiency improvements similar to those detailed within this project could lead to average increases in life expectancy of 10 days for males and 7 days for females. Multiplied across the estimated 20 beneficiaries of this project, implementation has the possibility to save over 0.4 life years across Santa Fe County. Additionally, by increasing insulation and the availability of air conditioning through heat pump retrofits, this project has the potential to reduce the health impacts of extreme heat. Within Santa Fe County average temperatures are anticipated to increase by over 6° F by 2050 with an additional 7 extreme heat days anticipated by midcentury. At a community level, the energy efficiency improvements detailed within this project are estimated to lead to a reduction of 7.9 MT of C02e and a 24% reduction in energy use. If implemented, this project will enhance the ongoing work of community partners such as CONNECT, a County and City service provider program that connects qualifying individuals to needed resources, service providers specializing in energy efficiency and Community Solar developers for subscription to Community Solar, resulting in broad community benefits. Through interfacing directly with low-income households County staff and community partners can integrate participating households in the CONNECT program providing assistance related to health and childcare,

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	transportation, food assistance, material goods, education and legal services, as well as the CEED and HREE programs. Participating households have the added opportunity to receive up to $50,000 in additional funding through the HREE program which focuses on safety and structural rehabilitation projects. HREE and CEED combined serve to complete additional home repair and remediation activities beyond the limits established by CEED alone and may be completed concurrently by service providers.
Describe how the proposed community benefits plan will improve the economic conditions of the community and/or positively impact workforce development:	Home repair projects are a crucial investment in the livability of a home and the financial stability of the owner. According to the Federal Reserve Bank of Philadelphia, "deferred maintenance and unaddressed repairs can worsen over time, lowering home values." Making a financial investment in a low-income homeowner can preserve or even increase their equity in the home, laying the foundation for financial stability and building generational wealth. CEED energy efficiency improvements are anticipated to save participating households $16 per month or $193 annually reducing monthly cost burdens and providing low-income households with additional disposable income which can be spent within the local economy. CEED and HREE program funding will directly contribute towards the expansion of the energy auditor workforce providing well paid jobs and additional apprentice opportunities through integration with the Santa Fe Community College Energy Smart Academy which received federal funding to train energy auditors. In response to Santa Fe County's previously awarded CEED grant and existing HREE program, project partner Homewise will

	hire 3 new Energywise Coaches who will earn on average $80,000 annually. Project activities will provide service providers and project contractors with direct experience procuring and installing energy efficient appliances and electrification equipment to include heat pump water heaters and HVAC systems. Expanding the capabilities of local contractors to complete energy efficiency and electrification projects is likely to result in beneficial secondary effects for homeowners outside of this project scope such as lower costs and reduced wait times for repairs. By stimulating demand for services and technology critical to reducing building emissions, this project has the potential to expand the larger decarbonization economy within Santa Fe County.
Describe how the proposed community benefits plan aims to increase air or water quality in the community and/or help clean up legacy pollution:	As referenced within question 37, energy efficiency improvements outlined within this program are anticipated to improve occupant health primarily through air quality improvements. As detailed within the Journal of Environmental Health Perspectives natural gas appliances such as ranges and water heaters can cause NO2 levels to quickly surpass safe levels and over 12% of current childhood asthma cases in the United States can be attributable to gas stove use. Energy efficiency improvements to include natural gas appliance replacement will provide direct environmental benefits to low-income households. Residential Health and Safety (H&S) measures will convey direct environmental benefits to participating households based on identified need. Interventions may include mold and moisture remediation, radon mitigation, lead based paint remediation, improved ventilation and water quality

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	improvements to be implemented using additional HREE funding if required. Additionally, if approved, this project has the potential to address PFAS contamination within the Communities of La Cienega and La Cieneguilla. Here numerous wells are found to contain levels of PFAS up to eight times the EPA recommended drinking level limit. If allowed, CEED funding and additional HREE capital can be used to further identify PFAS contamination and fund filtration systems limiting exposure. PFAS exposure has been linked to a number of negative health impacts including thyroid disease, increased risk of cancer and developmental effects. Project activities are anticipated to lead to a reduction of 7.9 MT of CO2e combined with a reduction of 47 MT of CO2e attributable to funding previously awarded to the County CEED program. According to the World Economic Forum, buildings account for about 40% of total global energy use and emissions. Of this segment, 35% of energy consumption and 38% of emissions are attributable to residential buildings. While modest, project activities will directly support Santa Fe County's goal of achieving net zero emissions countywide by 2050.
Describe any additional benefits of the community benefits plan or the project itself not already discussed:	As part of anchor tenant negotiations, Santa Fe County is in the process of securing 70 household subscriptions to the Community Solar program which will be set aside for participating CEED and HREE households. Through the Community Solar program, participating households within the PNM service territory can receive a guaranteed 28% discount off their electricity bill rate, further reducing household utility expenses. Community partners will work

	directly with each eligible household to help them sign up for the program.
List the energy conservation and energy efficiency measures and improvements that will be implemented in residential low-income housing units:	Envelope upgrades, air sealing, duct sealing, thermal boundary insulation, EnergyStar window and door installation, LED lighting, HVAC repair an replacement, appliance repair and replacement, incidental repairs and residential health and safety measures.
Reporting Metrics used will include, but not be limited to:	Energy assessments performed (The total number of energy audits conducted for residential units.) Housing units retrofitted (The total number of energy audits conducted for residential units.) Bill savings (The estimated annual savings in terms of: dollars) Energy savings (The estimated annual savings in terms of: Kilowatt-hours of electricity, Therms of natural gas, Gallons of fuel oil, Therms of propane, Gallons of water, Gallons of kerosene, Tons of wood) Emissions reduction (The estimated annual savings in terms of: Greenhouse gas emissions) Health and Safety Improvements Completed, Bill and Energy Savings due to HREE and Community Solar (non
How will data be collected for these metrics to measure program's impact?	For primary project metrics related to energy consumption and energy-related operating costs, data will be collected using home energy audits completed before and after project completion. Household energy audits completed prior to project completion will help define and prioritize project activities and will be compared against post completion audits to accurately quantify the effectiveness of energy efficiency improvements and quantify associated cost and use reductions.
How do the metrics/measures fulfill the	Upon completion of the project, Santa Fe

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CEED Program goals? (Listed in question 2: reduce energy consumption, reduce energy-related operating costs, reduce the carbon intensity of energy consumption.)	County will have met the CEED program's purpose of reducing energy consumption, reducing energy-related operating costs and reducing the carbon intensity of energy consumption. Energy efficiency improvements to include HVAC repair and replacement, appliance repair and replacement, envelop improvements, incidental repairs and H&S measures will be selected to maximize household energy savings in alignment with GSA Subpart 2. Cost and energy use reduction estimations utilize averaged verified project savings for 40 household energy efficiency retrofits completed through the Home Preservation Program in Albuquerque. Community partner Homewise managed the Albuquerque Home Preservation Program and will fulfill a similar role on behalf of Santa Fe County. Based on these findings, the metrics and measures proposed within this project will fulfill CEED program objectives.
Total number of housing units that will be served:	8
Reduction of annual energy use from implementation of measures (for all housing units):	
Reduction of annual energy use from implementation of measures (for all housing units):	140.59 MMBTU
Reduction of annual energy cost from implementation of measures (for all housing units):	$1205.95 per year
Reduction in annual greenhouse gas emissions from implementation of measures (for all housing units):	5.99 MT CO2
(Optional): Other measured impact(s) or additional information regarding the estimated outcomes listed above:	
Indicate the key staff on the project team (Title, Role/contribution, Relevant	The Santa Fe County Community Development Department (CDD) will lead

experience and additional qualifications): (May include roles to be filled; please note if so.)	all grant administration, project management and quality control activities ensuring project deliverables are completed. Key staff members include Sustainability Manager, Jacqueline Beam, CDD Deputy Director, Denise Benavidez, Senior Planner, Anne Wodarczyk, Affordable Housing Administrator, Ruben Macias and Sustainability Specialists, Will Donahoo and Elizabeth Houghton who will be supported by Community Development Director, Jonathan Butler, Housing Authority Executive Director LaToya Ricketts and Operation Manager, Kenneth Quintana. Listed staff members have direct experience managing the County HREE program and/or bring over 60 years of combined state and federal grant administration experience with specific knowledge related to public and affordable housing, outreach to low-income households, home repair, energy efficiency programs and greenhouse gas reduction activities.
List Entity's past grant administration and/or past energy efficiency program experience:	Current and ongoing County home repair and energy efficiency projects have achieved significant energy and cost savings directly benefiting low-income households and communities across Santa Fe County. In 2024 Santa Fe County launched the HREE program providing housing assistance grants for residential rehabilitation, energy efficiency upgrades, the connection of affordable homes to public utility systems and residential hazard remediation and mitigation. This program closely mirrors the actions detailed within this application including outreach and household identification, household income verification and certification, scope of work development, contractor and service provider management, and project

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	review, quality control and reporting. The Santa Fe County Housing Authority, a division of the Community Development Department, completes 3-4 home remodels and 5 roof projects annually, directly reducing energy burdens for low-income households within the County. Additional relevant project examples are detailed below. Housing and Urban Development Energy Performance Contract – In 2018 the Santa Fe County Housing Authority received a $1,022,000 contract to upgrade the energy efficiency of its public housing stock. Completed between 2019 and 2021, this project facilitated the installation of PV, high efficiency furnaces and water heaters, low-flow toilets, aerators, LED lightbulbs and smart thermostats at 198 residential units at the Jacob D. Martinez, Valle Vista and Santa Cruz public housing developments. Santa Fe County Facility Investment Grade Audit – In 2019 Santa Fe County Sustainability staff administered a $2M project to complete energy efficiency upgrades and solar development at 14 county facilities. Completed in partnership with contractor Yearout Energy, the project resulted in a 17.3% reduction in utility costs saving over $100,000 annually and reducing CO2e emissions by over 400 MT. Santa Fe County staff are in the process of implementing a second round of investment grade audits for a total of 24 facilities. Happy Roofs Program – Administered by the Community Development Department, the Happy Roofs program provides zero percent interest loans of up to $14,999 to eligible low-income households with loans being forgiven after a period of ten years. As of 2023, 25

	projects have been completed across Santa Fe County at a value of over $289,000.
Describe Applicant's strategy to prevent fraud, waste, and abuse:	Santa Fe County will prevent instances of fraud, waste and abuse through quarterly audits, project tracking and spot-checking actions by County staff. The institution of overlapping roles and responsibilities between service providers and community partners, combined with the services provided by a 3rd party program administrator and requirement of energy audits before and after project completion, will ensure checks and balance mechanisms are deployed for mitigation of potential fraud and waste in the administration of the program. During the project performance period, County staff will regularly review household selection and eligibility determinations, compare energy audits against proposed energy efficiency measures and conduct spot checks on 10% of completed households to ensure conformance. County staff will additionally review quarterly progress updates from program administrator, and frequently communicate with service providers and contractors, to ensure projects are meeting energy efficiency goals and deadlines. By requiring an energy audit before and after project completion, County Staff and the program administrator can further confirm that energy efficiency upgrades have been completed and meet projected energy use and cost projections.
Describe a timeline of major project milestones:	September 2025: Application submitted – December 2025: Notification of CEED grant awards – January-April 2025: completion of community meetings and negotiated community benefit plan with community partner and passage of Santa

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	Fe County ordinance to accept CEED funds – June 2026: Award received – July 2026: Community partner conducts outreach to existing waitlist of program applicants to understand ongoing need and eligibility and uses vulnerability index to prioritize immediate program participants – July-December 2026: Community partner begins inspections, audits, and repairs for eligible homeowners from the existing waitlist. Community partner and the County reopen program applications as appropriate (depending on uptake from the existing waitlist) – January 2027 - June 2028: Community partner continues to prioritize applicants using the vulnerability index and to conduct inspections, audits, and repairs with homeowners under 80% AMI – June 2029: Community partner closes out the eligible projects and Santa Fe County closes out the award with ECAM – Throughout: Community Partner provides reporting to the Santa Fe County and the County reports to ECAM as required for the performance of the CEED agreement.
Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team:	Step 1: Outreach and Household Identification: Following project initiation, Santa Fe County staff will work with program administrator, Homewise, to host community meetings and develop a negotiated community benefits agreement informing subsequent project objectives and activities. CEED program participants will be selected from existing applicants to the County HREE program. If required, Santa Fe County staff will undertake additional outreach efforts during the course of the project to ensure eligible households are identified with a specific emphasis on target communities. Step 2: Household Prioritization and Certification:

	To date County staff have conducted an initial screening of HREE applicants confirming household interest location within the project region and income qualification. For subsequent HREE applicants the program administrator will confirm income and location requirements and certify eligible households providing regular updates to Santa Fe County staff. Households will then be prioritized utilizing a Vulnerability Index prioritizing the elderly, households with children and immediate energy security needs. Top ranking households will be selected for participation. Step 3: Scope of Work Development and Initiation: After the identification of participating households, the program administrator will conduct a home energy audit. Following audit completion, the program administrator will develop a scope of work maximizing energy efficiency and cost savings and identify the appropriate allocation of CEED and HREE capital to each project. The program administrator will then report findings to Santa Fe County staff to review and approve project activities. Step 4: Project Completion: Service providers, will commence household level project activities providing regular status updates to the project administrator. Once activities are completed a second energy audit will be conducted to validate project actions and efficiency improvements. Santa Fe County staff will audit projects completed on a quarterly basis and conduct onsite spot checks of 10% of completed households for accuracy. Step 5: Review and Quality Control: Following completion, the project administrator will confirm all tasks outlined within the scope of work have been completed and review the results of the second energy audit to

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	ensure energy efficiency and utility cost reduction targets have been achieved. Santa Fe County Sustainability staff will review energy efficiency metrics and compile data for reporting to the ECMD. Step 6: Reporting: In conformance with CEED reporting requirements, Santa Fe County Sustainability and Housing staff, will compile expenditure and efficiency data and develop project reports.
[Type 1 Projects only] Has preliminary project planning been completed?	Yes
[Type 1 Projects only] If yes, describe what plans, specifications, and/or bid documents have been completed:	In August 2024 the Santa Fe County Board of County Commissioners (BCC) approved a resolution adopting the Santa Fe County HREE program regulations and in June 2025 the BCC approved Ordinance 2025-01 approving and accepting CEED block grant funding. Santa Fe County is in the process of completing an agreement, which is signed and will be finalized in early October by the Board of County Commissioners formal approval; the community organization, Homewise, will serve as the program administrator for both the HREE and CEED programs.
Is environmental/ground disturbance anticipated?	No
If yes, please explain: (Ground disturbance is not typical for residential retrofit programs and will necessitate fulfilling additional compliance requirements.)	N/A
Describe how the Applicant will engage community partners, service providers, and participant households in the project:	Santa Fe County has completed a service agreement with Homewise as the program administrator for both the County HREE and CEED programs. The agreement is scheduled on the Board of County Commissioners (BCC) agenda in early October, for formal approval. Homewise will serve as both a community

	partner and primary service provider working in collaboration with community partner CONNECT and the Santa Fe County Community Development Department (CDD). Following the launch of the HREE program, CDD and CONNECT staff have been in close communication with participant households providing regular status updates, completing income verifications and providing additional services outside the scope of the CEED and HREE programs. This collaborative approach will continue following the initiation of project activities with Homewise serving as the main point of contact with participant households. Prior to project initiation, CDD and Homewise will conduct two community meetings and negotiate a community benefits plan with impacted communities further refining program objectives and engaging additional households to participate in the program. Initial project participants will be selected from the 300+ applicants to the County HREE program. In their role as the primary service provider, Homewise will conduct household energy audits and home assessments, develop scopes of work in collaboration with CDD, and manage contractors to ensure household level projects meet budget, timeline and efficiency goals.
Describe proposed community partner(s) with experience in the area(s) in which the project will take place:	Santa Fe County proposes to work with community partners Homewise and CONNECT to complete all household outreach and engagement activities. Homewise is a nonprofit Community Development Financial Institution in New Mexico with a mission to help create successful homeowners and strengthen neighborhoods so that individuals and families can improve their long-term

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	financial wellbeing and quality of life. Established in 2017, CONNECT is a joint partnership between the Santa Fe County Community Services Department and the City of Santa Fe Community Health and Safety Department. Developed with the vision of providing all Santa Fe City and County residents, regardless of income, with access to high-quality health care and the resources needed for health and well-being, CONNECT has established a robust network of over 60 programs, specialized navigators, and social service providers, throughout the region.
Describe the scope of collaboration:	As detailed in question 61, CDD staff will work with Homewise to host initial two community meetings and develop a negotiated community benefits agreement in accordance with the triple bottom line strategic focal areas of advancing equity through people, fiscal security and planet health. During the implementation stage of the program, Homewise will serve as the primary point of contact for participant households and will work to implement the program to include conducting outreach to the existing waitlist and new applicants, providing inspections, audits, as well as implementation of energy efficiency improvements and repairs, funded through CEED and HREE capital. Community partner CONNECT will support CDD and Homewise staff in conducting outreach and identify new program participants. This program will also be engaged throughout the process to connect participants with additional services outside the scope of the CEED and HREE program.
Describe the experience of partner(s) in working with the targeted underserved community:	Homewise has a long history of successfully financing energy-efficient home improvements for low-income households. Homewise was originally

	founded as Neighborhood Housing Services of Santa Fe in 1986 to provide home improvement loans to low-income residents of Santa Fe's west side. Beginning in 2023, Homewise created the Home Preservation Program in partnership with the City of Rio Rancho and the City of Albuquerque to provide hands on guidance in developing a scope of work and selecting contractors with our clients embarking on home improvement projects. Homewise will deploy CEED funding to homeowners under 80% AMI in Santa Fe County through its new Energywise framework. Energywise builds on Homewise's deep experience with home improvement lending and its expertise with income qualifying households and braiding and stacking various grant and loan services to enable homeownership. Through the Energywise framework, Homewise will leverage CEED and HREE funding alongside tax credits and rebate programs, to develop appropriate and affordable scopes of work for low-income Santa Fe County homeowners to improve the energy efficiency of their homes. CONNECT navigators have direct experience assisting thousands of low-income county residents with acute energy security needs each year. CONNECT navigators provide referrals to providers within the network for a range of services including: emergency support, food assistance, behavior and mental health, crisis intervention, substance abuse, literacy/education programs, childcare resources, support groups, youth development, financial education, legal services and utility payment and housing assistance, with the ability to provide one-time cash assistance to individuals and

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	households in need.
Describe proposed service providers(s) with experience in the area(s) in which the project will take place:	Community partner Homewise will serve as the primary service provider for the CEED program and will manage additional general contractors and service providers to complete household level scopes of work. Homewise has procured general contractors and trades through a federally compliant procurement process and will provide this list to the homeowner, who ultimately solicits bid and selects the contractor
Describe the scope of collaboration and experience of partner(s) in working with the targeted underserved community:	Santa Fe County's program administration agreement details 7 key activities which will be completed by Homewise including household eligibility and application assessment, participant ranking and prioritization, coordination of home assessments and energy audits, development of household level scopes of work, subcontractor solicitation, review and approval of bids, project funding and management of contractors. For new applicants Homewise will evaluate applications for completeness and adherence to program criteria and prioritize households using a vulnerability index. Homewise Energywise coaches will conduct all home assessments and energy audits and develop an Energywise roadmap noting the condition of the home and the energy efficiency improvements needed to meet CEED program objectives. In collaboration with the participating households, Homewise will develop a comprehensive scope of work detailing all household improvements and associated HREE and CEED funding sources integrating HER and HEAR rebates and state and federal tax credit opportunities. CDD and Homewise staff will develop a list of qualified service providers and contractors and will provide

	assistance to the homeowner in soliciting bids. The final bid will be selected by the homeowner and will include signatures from Homewise, the contractor and the homeowner. During construction, Homewise will request and manage status updates from contractors, maintain detailed project records, conduct final walk throughs and conduct a second energy audit to validate project actions and efficiency improvements. Through its Home Preservation Program, Homewise has extensive experience completing the project tasks detailed above and has overseen the completion of over 40 household retrofits of a similar scope and scale.
Describe any commitment by provider(s) to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to persons from the targeted underserved community:	Homewise will prioritize contractors and trades who employ apprentices from a registered apprenticeship program in its procurement process and, where feasible, will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Training Program (NM HEAT) program in home assessment and energy audit activities

1. All other terms and conditions of the parties' original Agreement shall remain the same.

4. This **Amendment No. 1** becomes effective on EMNRD's signature.

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IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: 5/13/26
Cabinet Secretary or Designee

COUNTY OF SANTA FE

By: _____ Date: 4/30/2026
Authorized Representative

Gregory S. Shaffer, County Manager
Printed Name and Title

Approved as to form by Roberta D. Joe, Assistant County Attorney
for W.B., Santa Fe County Attorney 4/28/2026

STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
AND
COUNTY OF SANTA FE

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and County of Santa Fe (Entity).

THE PARTIES MUTUALLY AGREE:

1. **Scope of Work**: Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the County of Santa Fe. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

1) Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.

2) Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.

3) The maximum average allowable ECM improvement cost per residential housing unit is $16,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost.

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D. Entity shall adhere to the following program administration requirements:

1) Section 19.1.10.12 (D), NMAC to determine participant household eligibility. Certification verification process will require ECAM review prior to program commencement.

2) Procure, as applicable, services from community partner(s) and service providers(s) with experience in the geographic area(s) in which the project will take place. Entity shall give priority to service provider(s) with a commitment to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to person(s) from the identified underserved community.

3) Collect and report data on, but not limited to, project performance, energy savings, and non-energy benefits resulting from project energy efficiency, conservation, and retrofit measures.

4) Prepare, review, certify, and submit the reports as outlined below, in the form and content specified by ECAM:

Report Title	Reporting Period	Due Date
Program Financial Reports	Quarterly	• Jan. 1–Mar. 3 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Program Performance Reports	Quarterly	• Jan. 1–Mar. 3 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Project Update Reports	Monthly, with each request for payment/reimbursement	On the 20th of the month for the previous period
If the due date falls on a weekend/holiday, the report will be due the following business day.		

3) The Entity shall review all invoices for reimbursement from subcontractors and verify that claimed expenditures are allowable costs. The Entity shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Entity share.

4) To the greatest extent practicable, Entity should take advantage of available New Mexico state and federal rebates and tax incentives, including the DOE Home Energy Rebates programs: Home Electrification and Appliance Rebates (HEAR), Home Efficiency Rebates (HER).

5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.

6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.

7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.

8) Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.

9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed eight hundred thirty-five thousand dollars ($835,000.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	$125,250.00	20th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within Santa Fe County.	$709,750.00	20th day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total

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compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1 *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. Entity must submit detailed invoices accounting for all services performed and expenses incurred with each reimbursement request. Invoices shall include documentation of all expenses incurred evidencing the propriety of each claim with proofs of payment thereof. Wage amounts charged shall be based upon payrolls maintained by Entity and must be supported by copies of the paystubs or cancelled paychecks, and timesheets if requested. If EMNRD finds that the services or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

2. **Term**: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on Dec 31, 2027 unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

3. **Termination**: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

4. **Appropriations**: This Agreement's terms are contingent upon the New Mexico State Legislature granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

5. **Status of Entity**: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of

New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

6. **Assignment**: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

7. **Subcontracting**: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

8. **Release**: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality**: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

10. **Product of Services; Copyright**: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

11. **Conflict of Interest; Governmental Conduct Act**: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. **Amendment**: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

13. **Merger**: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their

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agents shall be valid or enforceable unless as embodied in this Agreement.

14. **Penalties for Violation of Law**: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

15. **Equal Opportunity Compliance**: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

16. **Applicable Law**: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. **Records and Audit**: Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

18. **Liability**: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*, as amended.

19. **Procurement, Utilization, and Disposition of Property**: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs.

20. **Invalid Term or Condition**: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. **Enforcement of Agreement**: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

22. **Notice**: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager
EMNRD – ECAM
1220 S. St Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St Francis Drive
Santa Fe, NM 87505

To County of Santa Fe:

Gregory S. Shaffer
PO Box 276
Santa Fe, NM 87504

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

23. **Authority**: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

24. **Acknowledgment**: Entity shall acknowledge EMNRD as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

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25. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

26. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state, federal, and local laws statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement. The Entity is required to obtain all necessary state, Federal, and local permits, authorizations, and approvals for all work performed under this Award.

B. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

C. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

27. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: 8/19/25
Cabinet Secretary or Designee

COUNTY OF SANTA FE 7/8/2025

By: _____ Date: _____
Authorized Representative Signature

Gregory S. Shaffer, County Manager

Printed Name and Title

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ATTACHMENT 1: Application Materials

CEED Program	Application – County of Santa Fe
Applicant Entity Legal Name:	County of Santa Fe
Type of Applicant Entity:	County government
Project type entity is applying for:	Type 1 Project
Title of Applicant's project:	Reducing Energy Burdens for Low Income Households in Santa Fe County
One sentence description of the project:	Working in conjunction with partners, Santa Fe County will complete high impact energy efficiency retrofits for qualifying low income households across Santa Fe County, reducing energy use and improving affordability.
One sentence description on the impact and beneficiaries of the project:	Grant funding will facilitate targeted energy efficiency improvements for approximately 42 low-income households with identified financial and energy security needs resulting in an estimated 24% reduction in energy costs.
Total funding request amount:	$835,000.00
Project Location	The proposed project takes place in New Mexico
State the selected geographic block location *	County of Santa Fe. Focus: Low income households are eligible anywhere within unincorporated Santa Fe County, excluding incorporated areas and Tribal Lands. Based on data from community partner CONNECT, the Valle Vista neighborhood at the southern boundary of NM 599 (Valle Vista), unincorporated areas within the community of Agua Fria (Agua Fria), and unincorporated areas within the community of Santa Cruz (Santa Cruz) contain a proportionally large number of target low-income households and are prioritized.
Describe the rationale used for the geographic selection.	This Project is intended to quickly identify and assist residents of Santa Fe County with immediate and acute energy security needs in conjunction with existing affordable housing and other indigent programs. Applicants to the adjacent Santa Fe County Home Rehabilitation and Energy Efficiency (HREE) Program will be screened for participation in the CEED program. Additionally, Santa Fe County anticipates using data obtained by community partner CONNECT to support the identification of target households. Operated by Santa Fe County and the City of Santa Fe, CONNECT (https://www.santafecountynm.gov/community-services/hhsd/ahc) is a network of service providers and navigators with the goal of connecting residents in need to a range of services including housing, utilities and rent assistance. Households requesting utilities, rent or mortgage assistance through CONNECT will be identified for potential participation in the program. In 2022 CONNECT received over 1,000 requests for rent assistance and over 400 requests for utility assistance with over 15% of requests coming from unincorporated portions of Santa Fe County. By including all of incorporated Santa Fe County within the geographic selection, County staff and partners can begin implementing energy efficiency retrofit projects as soon as eligible low income households are identified, potentially reducing the likelihood of an interruption in utility services. The communities of Valle Vista, Agua Fria, and Santa Cruz, are further prioritized due to the dis-proportionally large number of assistance requests and proximity to existing Santa Fe County Housing Authority services. The County anticipates 15 of the 42 anticipated projects will be located within these communities.

Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without impacting the amount or quality of energy services.
Project Purpose: Check all that apply to the proposed project:	energy-efficient devices health and safety measures equipment or electrification upgrades energy-efficient equipment
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Scope of Work:	The scope of work for this project proposal includes performing energy efficiency retrofits on approximately 42 low-income households located across unincorporated Santa Fe County. Eligible low-income households will be primarily selected from applicants to the ongoing Santa Fe County HREE program. Applicants will be referred to a Program Administrator who will prioritize households based on a vulnerability index and determine eligibility. Energy audits will be conducted for each household before and after project completion and energy efficiency improvements will be selected based on household need and ownership structure. Improvements will be implemented by energy efficiency and rehab experienced community partners, contractors and service providers. Utilizing National Renewable Energy Laboratory (NREL) ResStock data and the findings of energy audits, efficiency improvements will be selected to maximize energy savings and return on investment and include the following: HVAC Upgrades - Replacement of electric and propane furnaces with high efficiency heat pumps - Smart thermostat installation Enclosure Upgrades - 2021 IECC required Air sealing - to include Energy Star Windows and Door replacements as needed - 2021 IECC required Drill-and-fill wall cavity insulation - 2021 IECC required insulation - Duct sealing & insulating It is estimated that an average of $16,000 will be spent for each of the 42 participating households resulting in estimated average annual utility savings of $340. Santa Fe County will leverage up to an additional $1,995,000 of existing GRT funding to further energy efficiency improvements and address critical building system repairs. This funding will be utilized to accomplish household repairs outside the scope this project and to ensure the efficacy of energy efficiency improvement actions.
Describe any additional benefits not described above that should be factored into the evaluation of this application.	Successful project implementation has the potential to lead to positive health outcomes and increase numerous measures of resiliency at both the individual and community level. Energy efficiency upgrades have been linked to improvements in physical and mental health including reduced symptoms of respiratory and cardiovascular conditions, borderline anxiety and depression, allergies and reduced healthcare costs. A 2008 study by Sheffield Hallam University found energy efficiency improvements similar to those detailed within this project could lead to average increases in life expectancy of 10 days for men and 7 days for women. Multiplied across the estimated 82 beneficiaries of this project, implementation has the possibility to save over 1.9 life years across Santa Fe County. Additionally, by increasing insulation and the availability of air conditioning through heat pump retrofits, this project has the potential to reduce the health impacts of extreme heat. Within Santa Fe County average temperatures are anticipated to increase by over 6° F by 2050 with an additional 7 extreme heat days anticipated by midcentury. At a community level, the energy efficiency improvements and potential PV installations detailed within this project are estimated to lead to an estimated reduction of 47 MT of C02e and a 32% reduction in energy use. If implemented, this project will enhance the ongoing work of partners CONNECT, and other contract service

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	providers specializing in energy efficiency and PV, resulting in broad community benefits. Participating households have the added opportunity to request home repairs outside the scope of this project which can be completed concurrently by service providers. Successful completion of this project will provide a template for future County programs and support the implementation of County Affordable Housing Plan goals. It is anticipated that County staff will work to secure additional funding to expand the program in the future impacting additional low-income households beyond the 42 identified as part of this project.
Describe the project benefits to the selected underserved community, what specific outcomes will result from the completion of this project, and the approach for maximizing project benefits in the community.	Successful implementation of this project will significantly reduce utility costs for approximately 42 households with documented difficulties paying their rent, mortgage or utility bills. Implementation will result in homes which lower utility costs associated with electricity, propane and natural gas each month, produce less emissions and improve air quality, as well as comfort through enclosure and HVAC upgrades. The project will provide mission focused funding to effective and community centered, energy efficiency service providers with proven results working throughout Santa Fe County. It is estimated that project actions will, on average, reduce household energy use by 32% resulting in estimated household savings of $31 per month and $340 annually. These savings represent 24% of average household monthly utility bills and have the potential to result in a reduced number of utility services disconnected and improved health outcomes. Community level benefits will be maximized by leveraging core services provided by project partners. Eligible households will have the opportunity to receive home repair services by specialized service providers. Through integration with CONNECT, participating households gain access to a network of over 60 programs and organizations funded by the City and County of Santa Fe addressing a wide range of individual needs. Through partnership with existing community organizations and service providers, this project has the potential to achieve community impacts beyond the immediate scope of the CEED program. Through the selection of priority regions, it is anticipated that $253,000 in project funding will directly support the communities of Valle Vista, Agua Fria and Santa Cruz with $581,000 remaining for households in need across Santa Fe County.
Describe the project's alignment with the CEED Program's purpose and goals.	Upon completion of the project, Santa Fe County will have met the CEED program's purpose of expanding the adoption of energy-efficient equipment and devices without reducing the amount or quality of energy services. Developed in close partnership with the Program Administrator and service providers, all project activities will be directed towards qualified low-income households with identified energy burdens. This project is primarily focused towards reducing energy consumption and energy-related operating costs through the installation of enclosure, HVAC and window/door upgrades as needed, to lower the utility costs of increased electricity need as a result of heat pumps, within single family homes, owned by underserved households. Proposed energy efficiency upgrades have been shown by NREL to reduce household energy consumption in turn reducing costs. Proposed HVAC upgrades from propane furnaces especially, to electric heat pumps, will reduce the carbon intensity of energy consumption. Prioritizing the communities of Valle Vista, Agua Fria and Santa Cruz, this project will achieve additional community level and county wide benefits through the integration of home repair and support services by project partners. Santa Fe County is eligible to complete Type 1 projects and will implement a selection criteria, ranking and certification process in conformance to section 19.1.10.12.D of the CEED Program to ensure participating households meet the low income threshold for eligibility.

How will the project meet these objectives, and how will this impact be measured?	Santa Fe County will assure CEED Program objectives are met through the establishment of multiple checks and balances at the County, community partner and service partner level, the development of defined roles and responsibilities, and the establishment of clear metrics for success. To ensure all project activities are directed towards eligible low-income households with identified energy burdens, Santa Fe County will engage a Program Administrator in the household selection and certification process. Program administrator Homewise has extensive experience working with underserved communities throughout Santa Fe County and currently manages similar projects for the City of Albuquerque and Rio Rancho. The Program Administrator will aggregate relevant service requests by type and collect self-reported household income and address information to screen potential participant households. Household eligibility will be further confirmed and certified by the Program Administrator who will request documentation providing proof of occupancy and income. To ensure energy consumption and energy-related operating cost goals are met, Santa Fe County staff will regularly review household level scopes of work which will be developed following the results of energy audits and in conjunction with service partners. The Program Administrator and proposed service partners have extensive experience completing home rehabilitation and energy efficiency projects. Their expertise will be utilized to prioritize and execute project activities ensuring proposed actions meet cost, timeline and energy efficiency goals. Furthermore, energy audits will be conducted before and after project close out providing additional confirmation that project activities have been completed and are producing anticipated reductions in energy use. To ensure all project activities conform with the scope of work, the Program Administrator will work in concert with Santa Fe County staff to provide regular progress reports, approve scopes of work and energy audits at project initiation and review completed projects for conformance. Santa Fe County Sustainability staff will further review each project at close out, utilizing energy audit data and progress reports to ensure conformance as well as conduct quarterly audits.
Describe Applicant's plan to engage community partners, service providers, and participant households in the project.	This application was developed in close collaboration with community partner CONNECT and input from community service providers, such as Habitat for Humanity, Mesa to Mesa, and Homewise. These organizations are experienced providers of energy efficiency upgrades as well as rehab services with long standing commitments to providing low income households with energy efficiency and rehab services, and are in support of the proposed program as evidenced in the attached letters of support. During the course of the grant timeline, Santa Fe County will establish regular meetings with partners and providers. Each participating organization has a defined role within the program and will regularly communicate with each other and with County staff. The Program Administrator will collaborate County Housing staff to identify participant households and will coordinate with service providers and the County to ensure projects meet established timelines and metrics. The County has procured Program Administrator Homewise in accordance with County policies and procedures. Project activities will be completed by selected service providers and contractors. During the course of the project the Program Administrator may solicit additional contractor services depending on service provider capacity. Engagement of participant low-income households will be conducted primarily by County Housing staff through the HREE program with support from all participating organizations. As new households request assistance during the project, the Program Administrator will evaluate their needs. If the household is deemed a suitable match, the Program Administrator will notifying County Affordable Housing and Sustainability Division staff of the household inquiry, address, contact information, and potential for participation. Additional outreach will be conducted by Santa Fe County Sustainability and Affordable Housing staff, who will develop written outreach materials for distribution through County and service provider/partner websites, newsletters and social networks.

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Describe Applicant's strategy to prevent fraud, waste, and abuse.	Santa Fe County will prevent instances of fraud, waste and abuse through quarterly audits, project tracking and spot checking actions by County staff, the institution of overlapping roles and responsibilities between service providers and community partners, the use of a 3rd party Program Administrator and requiring energy audits before and after project completion. During the project performance period, County staff will regularly review household selection and eligibility determinations, compare energy audits against proposed energy efficiency measures and conduct spot checks of completed households to ensure conformance. County staff will request and review quarterly progress updates from the Program Administrator, and frequently communicate with service providers and contractors, to ensure projects are meeting energy efficiency goals and deadlines. By requiring an energy audit before and after project completion County Staff and the Program Administrator can further confirm that energy efficiency upgrades have been completed and meet energy use and cost projections.
Participant eligibility requirements	Participant eligibility will follow 19.1.10.12 (D) NMAC.
Describe the proposed process for certifying the eligibility determination of participant households.	Certification process to be submitted to ECAM for approval prior to project commencement.
What specific outcomes will result from the completion of this project?	This program is expected to provide tangible monetary and health benefits to 42 low-income households, reduce emissions and provide broad community benefits through effective integration of project partners. Through the project, an average of $16,000 will be allocated per household for HVAC, Energy Star certified window and door replacements as well as envelope energy efficiency improvements. Specific improvement actions will be determined based on the result of energy audits and homeowner needs. Santa Fe County will leverage an additional $1,995,000 of existing home rehabilitation and energy efficiency funding to address critical building system repairs and expand energy efficiency retrofits. This funding will be utilized to accomplish household repairs outside the scope this project and to ensure the efficacy of energy efficiency improvement actions. As a result, participating homeowners on average can expect to see a 24% reduction in their utility costs representing savings of $28 per month and $340 annually. These savings are anticipated to result in a reduction in requests for mortgage and utility financial assistance for participating households and are expected to confer modest health benefits due to improved air quality and improved resiliency during extreme heat events. This project is expected reduce GHG emissions by 47 MtC02e and reduce energy use by 32%. Due to the geographic selection criteria of the project, benefits will be conferred to communities across Santa Fe County with increased benefit, to include apprenticeship and volunteer training, extending to the communities of Valle Vista, Agua Fria and Santa Cruz. Additional project benefits will be realized through integration of project partners. Through the CONNECT program, participating households will likely access a number of services including emergency support; food assistance; transportation; physical, mental and behavior health; crisis intervention; substance abuse; literacy/education; and employment and training services as a result of this project.
Describe the reporting metrics/measures.	[Metrics used will include (but not be limited to): I. Retrofits • Number of Units Retrofitted: Track the total number of residential units that receive energy efficiency retrofits. • Square Footage of Buildings Retrofitted: Measure the total square footage of buildings that undergo retrofits. • Estimated Project Savings: Calculate the estimated annual savings in terms of:

- Dollars
- Kilowatt-hours (kWh) of electricity
- Therms of natural gas
- Gallons of fuel oil
- Therms of propane
- Gallons of water
- Gallons of kerosene
- Tons of wood

- Energy Management Systems Installed: Track the number of energy management systems installed in residential units.
- Water Conservation Retrofits: Measure the number of water conservation retrofits completed.
- Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source.
- Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood).

II. Energy Audits

- Energy Audits Performed: Track the number of energy audits conducted for residential units.
- Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits.

III. Training and Education/Technical Assistance

- Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants.
- Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired.
- Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended.

IV. Community and Stakeholder Engagement

- Community Engagement Events: Track the number of community engagement events held (both virtual and in-person).
- Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities.

V. Participant Data

- Participant eligibility criteria
- Participant demographic data
- Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption
- Utility bill costs: and associated energy-related operating costs]

Primary project metrics mirror the goals of the CEED program specifically tracking and quantifying reductions in energy consumption and associated reductions in energy-related operating costs. Specific project metrics include the measurement and tracking of electricity, natural gas and propane consumption, as well as utility costs prior to and following energy efficiency improvements and energy audit data. These metrics will provide accurate measures of energy consumption and cost reductions as a result of energy efficiency improvements aligning with CEED and project objectives.

Additional project metrics include the number of requests for assistance through the County HREE program, the number improvements completed, the number of households retrofitted, improvement cost calculation for equipment, household and total project. These metrics will be utilized to ensure project activities meet budget and timing constraints and will allow for the quantification

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	and documentation/tracking of additional community needs as well as benefits outside the scope of the CEED Program.
Describe the tracking and data collection methods.	For primary project metrics related to energy consumption and energy-related operating costs, data will be collected using home energy audits completed before and after project completion. Household energy audits completed prior to project completion will help define and prioritize project activities and will be compared against post completion audits to accurately quantify the effectiveness of energy efficiency improvements and associated cost and use reductions. Community impacts will be quantified using data managed and provided by community and services partners. The Program Administrator will track and maintain information related to assistance requests using a data management system selected by Santa Fe County. This system will allow Santa Fe County staff to locate and aggregate requests and participating household data for quantifying community level benefits. Household repair information will be collected by service providers and provided at regular intervals to County staff for reporting. Project status information will be managed by the Program Administrator. Service providers and contractors, will provide the Program Administrator with regular status updates detailing information such as the number of households retrofitted and improvement costs. The Program Administrator will aggregate this information and provide updates to Santa Fe County Sustainability staff. Additionally, Santa Fe County staff will perform quarterly audits to ensure data and reports are accurate and project tasks are meeting budget, timeline and efficiency goals.
Reduction of energy use that will come from implementation of the proposed measures:	32% (26 MMBTU per unit * 42 units = 1,104 MMBTU) – Estimate developed using NREL ResStock Data
Reduction of energy cost that will come from implementation of the proposed measures:	24% ($340 per year, per unit * 42 units = $14,280 per year total project) – Estimate developed using NREL ResStock Data
Reduction in carbon intensity of energy consumption from implementation of the proposed measures:	0.5% (Project activities resulted in a transition from propane to electricity fuel types which conveys a modest CI benefit. – Estimate developed using CARB CI Lookup Table Values
Other identified measured project impact(s):	Up to $1,995,000 in additional County GRT funding allocated to complete energy efficiency upgrades and repair activities for participating households.
Total number of participant households of the project:	42
Number of project partner beneficiaries:	Potentially 6 or more
Timeline for implementation, including project milestones.	Project work will begin following award with home efficiency improvements to begin in year one, Q1. In year one, the County proposes thirteen households will be retrofitted. In year two, fourteen households will be retrofitted and in year three, an additional fifteen projects will be completed. All 42 households will be completed by December year three. Key milestones are detailed below.

	February 2025: Project funding received. Program Administrator begins reviewing previously selected HREE households for CEED grant funding. Santa Fe County staff and community/service partners have begun outreach activities. March 2025: First participating households have been identified and reviewed by County staff. The Program Administrator will begin energy audits on first target households. April 2025: First energy audits have been reviewed by the Program Administrator and service partners, specific energy efficiency upgrades have been identified and funding has been released. May 2025: Service providers have initiated energy efficiency upgrade projects at first selected households. June 2025: First projects are completed. Santa Fe County Sustainability staff begins to spot check completed energy efficiency upgrades. December 2025: 13 efficiency upgrade projects have been completed and reviewed (31% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. July 2026: 20 energy efficiency upgrade projects have been completed (51% of total.) December 2026: 27 energy efficiency upgrade projects have been completed (65% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. December 2027: All 42 energy efficiency projects have been completed (100% of total.) Santa Fe County staff have compiled final review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. Final report submitted to EMNRD.
Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team.	To ensure tasks are completed on time and the energy efficiency and savings goals of the project are met, the project employs a 6-step process detailed below. Step 1: Outreach and Household Identification: Santa Fe County Housing Authority have begun household eligibility and criteria screening as part of the adjacent HREE program. To date the County has received over 100 requests for home rehabilitation and energy efficiency assistance. Following project initiation, the Program Administrator will evaluate all applications for completeness, conduct AMI screening, confirm household interest, ownership status, property tax liability and location within the project region. The Program Administrator will notify the County of all program-eligible applicants. If required, Santa Fe County staff will undertake additional outreach efforts during the course of the project to ensure eligible households are identified with a specific emphasis on target communities. Step 2: Household Prioritization and Certification: Following the identification of potential participant households, the Program Administrator will rank eligible households utilizing a vulnerability index to prioritize immediate home rehabilitation and energy security needs. Top ranking households will be selected for participation. Step 3: Scope of Work Development and Initiation: After the identification of participating households, the Program Administrator will contract a home inspection and energy audit. Following audit completion, the Program Administrator will develop a scope of work for each household incorporating energy audit findings and allowable measures to provide a reduction in utility

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	expenses. In coordination with contractors and service providers the Program Administrator will secure bids on outlined work and assist the homeowner in selecting a contractor or service provider. The Program Administrator will identify and integrate all applicable HER and HEAR rebates and blend CEED and HREE capital to address as much of the scope of work as possible while meeting CEED program requirements. The Program Administrator will then report findings to Santa Fe County staff for review and release project funding. Step 4: Project Completion: Service providers and contractors, will commence household level project activities providing regular status updates to the Program Administrator. Once activities are completed the Program Administrator will collect a certification of completion and contract a second energy audit to validate project actions and efficiency improvements. Santa Fe County staff will audit projects completed on a quarterly basis and conduct onsite spot checks of completed households for accuracy. Step 5: Review and Quality Control: Following completion, the Program Administrator will confirm all tasks outlined within the scope of work have been completed and review the results of the second energy audit to ensure energy efficiency and utility cost reduction targets have been achieved. Santa Fe County Sustainability staff will review energy efficiency metrics and compile data for reporting to the ECAM. Step 6: Reporting: In conformance with CEED reporting requirements Santa Fe County Sustainability staff members, Jacqueline Beam and Will Donahoo, will compile expenditure and efficiency data and develop project reports.
Is environmental/ground disturbance anticipated for the project?	No
How long will the project take to complete?	3 Years
Describe any proposed Community Partner(s) with experience in the area(s) in which the project will take place.	The Santa Fe County Housing Authority will serve as the primary community partner for the program, conducting outreach to low-income households and utilizing their existing networks to identify project participants.
Describe any proposed Service Providers(s) with experience in the area(s) in which the project will take place.	Santa Fe County has contracted Program Administrator Homewise to complete core project activities. Home improvements will be completed by specialized service providers such as Habitat for Humanity or Mesa to Mesa alongside independent contractors. As mentioned, Homewise, which provides project administration services, Habitat for Humanity and Mesa to Mesa, which are specialized housing services providers, have submitted letters of support. The Program Administrator will serve to provide third party quality control and management of the projects to include completion and confirmation of low income (up to 80% AMI) household eligibility determinations, prioritization of projects based upon vulnerability index scoring, contracting of energy audits, development of scopes of work in connection with community service providers, release project funding and monitoring of efficiency improvement upgrade activities to ensure household level projects meet budget, timeline and efficiency goals.

ATTACHMENT 2: Energy Conservation Measure Improvements

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

A. Entity shall implement ECMs in an order that prioritizes greatest savings (*e.g.* sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = (Annual $ savings x Expected Usage Lifetime (EUL)) ÷ (Initial $ cost). EUL durations can be found at: https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf (*see also*: Attachment 2, Subpart A: Allowable Default ECM Lifetimes).

B. ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows ; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

1) cleaning, repair or replacement of heating and cooling systems;
   i. Heating systems
      a. Replacement or installation of secondary heating systems are not allowed.
      b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
      c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
   ii. Cooling systems
      a. Replacement or installation of secondary cooling systems are not allowed.
   iii. Ensure no bill increase
      a. Replace existing electric units or fuel switch from propane

2) prioritized appliance repair or replacement:
   i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
   ii. High efficiency heat pump water heaters,
      a. Household should have a minimum of 3 persons.
      b. New units should have an EF of 3.0 or higher.
      c. Replace only electric resistance water heaters.
      d. Cost is limited to $1,750.

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e. Thermostat set to 120 degrees maximum.
f. Include water heater blanket, pipe insulation (as appropriate).

iii. EnergyStar refrigerator, cost is limited to $900.
a. Must have automatic defrost, top freezer preferred. May be no more than 2 cubic feet larger than existing refrigerator.
iv. EnergyStar dishwasher, cost is limited to $525.
v. EnergyStar clothes washer, cost is limited to $675.
vi. EnergyStar clothes dryer, cost is limited to $700.
a. Heat pump clothes dryer cost is limited to $840.
vii. EnergyStar oven/range, cost is limited to $1000
a. New units may only have a single oven, induction ranges must not increase spending for participant
viii. Programmable/smart thermostats, cost is limited to $150.

3) incidental repairs; cost is limited to $1000 per unit. Allowable items include, but are not limited to:
i. Sealing of cracks
ii. Weather-stripping, caulking, hole patching.
iii. Installation of door sweeps
iv. Repair and replacement of thresholds
v. Repair and replacement of fireplace dampers.
vi. Repair or replacement of broken glass in window
vii. Exterior door repair
viii. Repair of building envelope to maintain the integrity of ECMs
ix. Low-flow showerheads diverter replacement or fixture repair.;
x. Electrical repair for lighting retrofits;

4) residential Health and Safety (H&S) measures, cost is limited to 20% average cost per unit. Allowable items include, but are not limited to:
i. Safety devices: smoke and carbon monoxide alarms, fire extinguishers
ii. Heating and cooling system safety checks;
iii. Asbestos
a. In siding, walls, ceilings, etc., in vermiculite, on pipes, furnaces, and other small-covered surfaces
b. General abatement of asbestos siding or replacement with new siding is not an allowable H&S cost
iv. Biologicals and unsanitary conditions
v. Building structure and roofing
vi. Code compliance
vii. Combustion gases
viii. Unsafe electrical
ix. Formaldehyde, volatile organic compounds (VOCs), flammable liquids, other air pollutants
x. Fuel leaks
xi. Hazardous materials disposal
xii. Injury prevention of occupants and project workers
xiii. Lead based paint
xiv. Mold and moisture
xv. Radon

xvi. Ventilation and indoor air quality
xvii. Window and door replacement, window guards
  a. Storm windows
  b. Window coverings
    1. Purchase of new window guards not allowed

C. ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf)). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

D. All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.

1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
  i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

E. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.

1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

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SUBPART A

Maximum Lifetimes of Energy Conservation Measures

Table: Allowable Default ECM Lifetimes

https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf

#	Measure Type	Measure Name	Life (yr.)
1	Building Insulation	Attic insulation: blown in and batt	30
2	Building Insulation	Attic insulation: all other types	20
3	Building Insulation	Sill box insulation	20
4	Building Insulation	Foundation wall insulation	20
5	Building Insulation	Slab insulation	20
6	Building Insulation	Floor insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
7	Building Insulation	Floor insulation: all other types including loose and batt not installed in fully enclosed air-tight cavities	20
8	Building Insulation	Wall insulation: dense pack insulation, rigid insulation and full-cavity batt insulation in fully enclosed air-tight cavities	30
9	Building Insulation	Wall insulation: all other types	20
10	Building Insulation	Kneewall insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
11	Building Insulation	Kneewall insulation: all other types including loose and batt types not installed in fully enclosed air-tight cavities	20
12	Building Insulation	Duct insulation	20
13	Building Insulation	Manufactured home skirting	10
14	Building Insulation	White roof coating	7
15	Building Insulation	Radiant barrier	15
16	Ducts/Infiltration	Whole house air sealing	10
17	Ducts/Infiltration	Duct sealing	10
18	Doors and Windows	Storm window	15
19	Doors and Windows	Window replacement	20
20	Doors and Windows	Door replacement	20
21	Doors and Windows	Storm door	10

22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	*(Note 1)*
40	Baseloads	Lighting retrofit: LED	*(Note 2)*
41	Baseloads	Lighting retrofit: halogen	*(Note 3)*
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20

Notes

- *1. 10,000 hours*
- *2. 30,000 hours*
- *3. 4,000 hours*

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ATTACHMENT 3: Special Terms and Conditions

The following are incorporated into this Award by reference:

- Ch. 62-17A *et seq.*, NMSA 1978;
- 19.1.10 NMAC;
- The Entity's application/proposal as approved by ECAM;
- Procurement Code § 13-1-28, *et seq.* NMSA 1978 and § 13-1-191.1 NMSA 1978

1. **Flow Down Requirement**: The Entity agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subcontractors (as appropriate), and to require their strict compliance therewith. Further, the Entity must apply the Award terms to all subcontractors (as appropriate), and to require their strict compliance therewith.

2. **Post-Award Due Diligence Reviews**: During the life of the Award, EMNRD may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, EMNRD may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

3. **Allowable Costs**: ECAM determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910, if applicable. The Entity is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with generally accepted accounting principles. The Entity must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors and project costs that the Entity claims as cost sharing, including in-kind contributions. Upon request, the Entity is required to provide such records to ECAM. Such records are subject to audit. Failure to provide ECAM adequate supporting documentation may result in a determination by ECAM that those costs are unallowable.

4. **Budget Amendments**: If any changes to the budget are required, the Entity shall request a budget amendment from ECAM and the request must be approved prior to implementation. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the ninety (90) prior to the completion date will be approved on a limited basis.

5. **Subcontractor Change Notification**: Except for subcontractors specifically proposed as part of the Entity's Application for award, the Entity must notify ECAM in writing 30 days prior to the execution of new or modified subcontractor agreements, including naming any To Be Determined subcontractors.

6. **Organizational Conflict of Interest**: Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Entity is unable or appears to be unable to be impartial in conducting procurement action

involving a related organization.
The Entity must disclose in writing any potential or actual organizational conflict of interest to ECAM. The Entity must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

A. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
B. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest.

7. **Financial Conflicts of Interest**: The Entity must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan.

8. **Penalties**: Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:

A. temporary withholding of payments until Entity takes corrective action;
B. dis allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
C. suspension or termination of the grant in part or in its entirety;
D. debarment or suspension of the Entity;
E. withholding of further funds from EMNRD; or
F. any and all other legal remedies.

9. **Fraud, Waste and Abuse**: The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above.

10. **Prevailing Wage Requirements**: This award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.

A. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

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B. The Entity must comply with all of the Prevailing Wage requirements, including but not limited to:
   i. ensuring that the wage determination(s) and appropriate Prevailing Wage clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subcontractor awards.
   ii. being responsible for compliance by any subcontractor or subcontractor with the Prevailing Wage labor standards.
   iii. receiving and reviewing certified weekly payrolls submitted by all subcontractors and subcontractors for accuracy and to identify potential compliance issues.
   iv. maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the State, EMNRD or the Department of Labor upon request.
   v. conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subcontractors and as requested or directed by the State or EMNRD.
   vi. cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
   vii. posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
   viii. notifying ECAM of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Entity, subcontractor, contractor, or subcontractor employees; significant labor standards violations; disputes concerning labor standards; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this GSA, a subcontract, or subcontractor award.
   ix. preparing and submitting to ECAM, the Prevailing Wage Semi-Annual Labor Compliance Information in Quarterly Reports, by April 20 and October 20 of each year.

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 2025-01

AN ORDINANCE APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT, ENERGY CONSERVATION AND MANAGEMENT DIVISION PURSUANT TO THE CEED BLOCK GRANT ACT TO SUPPORT THE EXECUTION OF A CEED PROGRAM PROJECT, ACCEPTING THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AND AUTHORIZING THE SANTA FE COUNTY MANAGER OR DEIGNEE TO SIGN ALL DOCUMENTS NECESSARY TO ACCEPT THE CEED BLOCK GRANT.

BE IT ORDAINED BY THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:

SECTION 1. SHORT TITLE.

This Ordinance shall be cited as "The Santa Fe County Community Energy Efficiency Development (CEED) Block Grant Ordinance" and shall be referred to herein as "the CEED Block Grant Ordinance".

SECTION 2. PURPOSE.

This Ordinance is adopted to implement the Santa Fe County's CEED Program project. In accordance with N.M. Const., art. IX, § 14, H.; the Community Energy Efficiency Development Block Grant Act ("Act"), § 62-17A-1, et seq. NMSA 1978; NM Energy, Minerals and Natural Resources Department ("EMNRD") rule, 19.1.10 NMAC ("rule"), the purpose of the CEED Block Grant Ordinance is to:

(1)Provide for the approval of the Santa Fe County's CEED Block Grant;

(2)Provide for the acceptance of the CEED Block Grant from EMNRD;

(3)Provide for implementation of the CEED Program; and

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(4)Provide for and adopt the Terms and Conditions of the Grant approved by EMNRD pursuant to the act.

Community energy efficiency projects are projects that provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof. These projects will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality.

SECTION 3. FINDINGS.

WHEREAS, Santa Fe County is a legally and regularly created, established, organized, and existing political subdivision of the State of New Mexico; and

WHEREAS, the New Mexico Energy Conservation and Management Division, is responsible for implementing the CEED Program in New Mexico; and

WHEREAS, the CEED Program is a state program that provides funding for energy efficiency programs and projects; and

WHEREAS, pursuant to NMSA 1978, § 62-17A, the purpose of CEED Block Grant Act (Act) projects is to provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof; and

WHEREAS, the CEED Program project will promote general welfare and significantly benefit the quality of life of underserved communities in Santa Fe County.

WHEREAS, the Board of County Commissioners (BCC) wishes to accept CEED grant funding from EMNRD and authorize the County Manager or designee to execute any and all documents necessary to accept the CEED grant.

SECTION 4. AUTHORITY.

The Santa Fe County Commission enacts this Ordinance pursuant to the authority set forth in N.M. Const., art. IX and X; § 4-37-1 et seq./§ 3-17-1 et seq. NMSA 1978; § 3-18-1 et seq. NMSA 1978; § 3-45-1 et seq. NMSA 1978; § 60-13-1 et seq. NMSA 1978; § 62-17A-1, et seq. NMSA 1978; and 19.1.10 NMAC.

The Community Energy Efficiency Development (CEED) Block Grant Ordinance constitutes an exercise of Santa Fe County's independent and separate but related law enforcement, zoning, planning, environmental, fiscal and public nuisance powers for the health, safety and general welfare of Santa Fe County and its residents.

SECTION 5. DEFINITIONS.

For purposes of this section, the following words and terms shall have the following meanings:

(1)"**Act**" means the Community Energy Efficiency Development Block Grant Act, NMSA 1978, Ch. 62-17A-1, et seq.

(2) "**Affordable housing**" means residential housing primarily for low-income persons, including housing currently occupied by low-income persons or housing that is affordable to low-income persons based on assessed value, rent or estimated mortgage.

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(3) "**Community energy efficiency project**" means a project that provides improvements to residential buildings in an underserved community that will in the aggregate reduce energy consumption, energy-related operating costs or the carbon intensity of energy consumption.

(4) "**Community partner**" means an organization that provides services or outreach to an underserved community to implement a community energy efficiency project.

(5)"**Department**" means the New Mexico Energy, Minerals and Natural Resources Department.

(6)"**Division**" or "**ECAM**" means the Energy Conservation and Management Division.

(7)"**Energy burden**" means the percentage of gross household income spent on energy costs; calculated by dividing the average housing energy cost by the average annual household income.

(8) "**Energy efficiency**" means measures that target efficient energy consumer behavior, equipment or devices and result in a decrease in energy consumption without reducing the amount or quality of energy services, including health and safety measures that use efficient equipment or devices to improve indoor air or drinking water quality.

(9) "**Low-income person**" means an individual, couple or family whose annual household adjusted gross income, as defined in Section 62 of the federal Internal Revenue Code of 1986, as that section may be amended or renumbered, does not exceed 200 percent of the federal poverty level.

(10) "**Residential housing**" means:

(a) a building, structure or portion thereof that is primarily occupied or designed for or intended primarily for occupancy as a residence by one or more households, including congregate housing, manufactured homes and other facilities; or

(b) real property that is offered for sale or lease for the construction or location on that real property of a building, structure or portion thereof that is intended primarily for occupancy as a residence by one or more households.

(11) **"Underserved community"** or **"disadvantaged community"** means an area in the state, including a county, municipality or neighborhood, or subset of an area, where:

(a) the median adjusted gross income, as defined in Section 62 of the Internal Revenue Code of 1986, as that section may be amended or renumbered, does not exceed two hundred percent of the federal poverty level; or

(b) there is a high energy burden or limited access to energy efficiency services as determined by Department rule.

SECTION 6. GENERAL REQUIREMENTS/TERMS AND CONDITIONS

Santa Fe County agrees to the terms and conditions detailed within proposed General Services Agreement No. 25-521-0300-0140, is attached hereto as Exhibit A, between the State of New Mexico Energy, Minerals and Natural Resources Department, and the County of Santa Fe.

SECTION 7. DISCRIMINATION PROHIBITED.

The development, construction, occupancy and operation of a CEED Program or a CEED Program project financed or assisted under the act and this chapter shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity, and Santa Fe County shall

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require compliance by all qualifying grantees with all applicable federal and state laws and regulations relating to affirmative action, nondiscrimination and equal opportunity.

SECTION 8. ADMINISTRATION

Santa Fe County shall administer any CEED Program project in accordance with provisions of the act, the rule, this chapter, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time-to-time. Santa Fe County, in establishing, funding and administering the CEED Program and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound.

SECTION 9. TERMINATION

The Santa Fe County Commission may repeal this chapter and terminate Santa Fe County's CEED Program and any or all contracts undertaken in its authority. Termination shall be by ordinance at a public hearing or in accordance with the terms of the contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

SECTION 10. SEVERABILITY.

If a provision of this Ordinance or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid, the invalidity does not affect other provisions or

applications of the Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of the Ordinance are severable.

SECTION 11. EFFECTIVE DATE.

The effective date of this Ordinance shall be thirty (30) days after this Ordinance is recorded with the County Clerk.

PASSED, APPROVED AND ADOPTED ON THIS 24 DAY OF June, 2025.

SANTA FE COUNTY
THE BOARD OF COUNTY COMMISSIONERS

By: _____
Camilla Bustamante, Chair

ATTEST:

_____
Katharine E. Clark
Santa Fe County Clerk

Approved as to Form:

_____
Walker Boyd
Santa Fe County Attorney

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COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC ORDINANCE
PAGES: 20

I Hereby Certify That This Instrument Was Filed for Record On The 26TH Day Of June, 2025 at 03:09:21 PM And Was Duly Recorded as Instrument # 2061579 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy Celeste Garcia County Clerk, Santa Fe, NM

STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
AND
COUNTY OF SANTA FE

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and County of Santa Fe (Entity).

THE PARTIES MUTUALLY AGREE:

1. **Scope of Work**: Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the County of Santa Fe. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

1) Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.

2) Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.

3) The maximum average allowable ECM improvement cost per residential housing unit is $16,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost.

5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.

6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.

7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.

8) Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.

9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

2. **Compensation**:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed eight hundred thirty-five thousand dollars ($835,000.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	$125,250.00	20th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within Santa Fe County.	$709,750.00	20th day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total

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New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

6. **Assignment**: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

7. **Subcontracting**: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

8. **Release**: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality**: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

10. **Product of Services; Copyright**: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

11. **Conflict of Interest; Governmental Conduct Act**: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. **Amendment**: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

13. **Merger**: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their

20. **Invalid Term or Condition**: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. **Enforcement of Agreement**: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

22. **Notice**: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager
EMNRD – ECAM
1220 S. St Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St Francis Drive
Santa Fe, NM 87505

To County of Santa Fe:

Gregory S. Shaffer
PO Box 276
Santa Fe, NM 87504

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

23. **Authority**: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

24. **Acknowledgment**: Entity shall acknowledge EMNRD as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

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IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

COUNTY OF SANTA FE

By: _____ Date: _____
Authorized Representative Signature

_____
Printed Name and Title

Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without impacting the amount or quality of energy services.
Project Purpose: Check all that apply to the proposed project:	energy-efficient devices health and safety measures equipment or electrification upgrades energy-efficient equipment
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Scope of Work:	The scope of work for this project proposal includes performing energy efficiency retrofits on approximately 42 low-income households located across unincorporated Santa Fe County. Eligible low-income households will be primarily selected from applicants to the ongoing Santa Fe County HREE program. Applicants will be referred to a Program Administrator who will prioritize households based on a vulnerability index and determine eligibility. Energy audits will be conducted for each household before and after project completion and energy efficiency improvements will be selected based on household need and ownership structure. Improvements will be implemented by energy efficiency and rehab experienced community partners, contractors and service providers. Utilizing National Renewable Energy Laboratory (NREL) ResStock data and the findings of energy audits, efficiency improvements will be selected to maximize energy savings and return on investment and include the following: HVAC Upgrades - Replacement of electric and propane furnaces with high efficiency heat pumps - Smart thermostat installation Enclosure Upgrades - 2021 IECC required Air sealing - to include Energy Star Windows and Door replacements as needed - 2021 IECC required Drill-and-fill wall cavity insulation - 2021 IECC required insulation - Duct sealing & insulating It is estimated that an average of $16,000 will be spent for each of the 42 participating households resulting in estimated average annual utility savings of $340. Santa Fe County will leverage up to an additional $1,996,000 of existing GRT funding to further energy efficiency improvements and address critical building system repairs. This funding will be utilized to accomplish household repairs outside the scope this project and to ensure the efficacy of energy efficiency improvement actions.
Describe any additional benefits not described above that should be factored into the evaluation of this application.	Successful project implementation has the potential to lead to positive health outcomes and increase numerous measures of resiliency at both the individual and community level. Energy efficiency upgrades have been linked to improvements in physical and mental health including reduced symptoms of respiratory and cardiovascular conditions, borderline anxiety and depression, allergies and reduced healthcare costs. A 2008 study by Sheffield Hallam University found energy efficiency improvements similar to those detailed within this project could lead to average increases in life expectancy of 10 days for men and 7 days for women. Multiplied across the estimated 82 beneficiaries of this project, implementation has the possibility to save over 1.9 life years across Santa Fe County. Additionally, by increasing insulation and the availability of air conditioning through heat pump retrofits, this project has the potential to reduce the health impacts of extreme heat. Within Santa Fe County average temperatures are anticipated to increase by over 6° F by 2050 with an additional 7 extreme heat days anticipated by midcentury. At a community level, the energy efficiency improvements and potential PV installations detailed within this project are estimated to lead to an estimated reduction of 47 MT of C02e and a 32% reduction in energy use. If implemented, this project will enhance the ongoing work of partners CONNECT, and other contract service

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How will the project meet these objectives, and how will this impact be measured?	Santa Fe County will assure CEED Program objectives are met through the establishment of multiple checks and balances at the County, community partner and service partner level, the development of defined roles and responsibilities, and the establishment of clear metrics for success. To ensure all project activities are directed towards eligible low-income households with identified energy burdens, Santa Fe County will engage a Program Administrator in the household selection and certification process. Program administrator Homewise has extensive experience working with underserved communities throughout Santa Fe County and currently manages similar projects for the City of Albuquerque and Rio Rancho. The Program Administrator will aggregate relevant service requests by type and collect self-reported household income and address information to screen potential participant households. Household eligibility will be further confirmed and certified by the Program Administrator who will request documentation providing proof of occupancy and income. To ensure energy consumption and energy-related operating cost goals are met, Santa Fe County staff will regularly review household level scopes of work which will be developed following the results of energy audits and in conjunction with service partners. The Program Administrator and proposed service partners have extensive experience completing home rehabilitation and energy efficiency projects. Their expertise will be utilized to prioritize and execute project activities ensuring proposed actions meet cost, timeline and energy efficiency goals. Furthermore, energy audits will be conducted before and after project close out providing additional confirmation that project activities have been completed and are producing anticipated reductions in energy use. To ensure all project activities conform with the scope of work, the Program Administrator will work in concert with Santa Fe County staff to provide regular progress reports, approve scopes of work and energy audits at project initiation and review completed projects for conformance. Santa Fe County Sustainability staff will further review each project at close out, utilizing energy audit data and progress reports to ensure conformance as well as conduct quarterly audits.
Describe Applicant's plan to engage community partners, service providers, and participant households in the project.	This application was developed in close collaboration with community partner CONNECT and input from community service providers, such as Habitat for Humanity, Mesa to Mesa, and Homewise. These organizations are experienced providers of energy efficiency upgrades as well as rehab services with long standing commitments to providing low income households with energy efficiency and rehab services, and are in support of the proposed program as evidenced in the attached letters of support. During the course of the grant timeline, Santa Fe County will establish regular meetings with partners and providers. Each participating organization has a defined role within the program and will regularly communicate with each other and with County staff. The Program Administrator will collaborate County Housing staff to identify participant households and will coordinate with service providers and the County to ensure projects meet established timelines and metrics. The County has procured Program Administrator Homewise in accordance with County policies and procedures. Project activities will be completed by selected service providers and contractors. During the course of the project the Program Administrator may solicit additional contractor services depending on service provider capacity. Engagement of participant low-income households will be conducted primarily by County Housing staff through the HREE program with support from all participating organizations. As new households request assistance during the project, the Program Administrator will evaluate their needs. If the household is deemed a suitable match, the Program Administrator will notifying County Affordable Housing and Sustainability Division staff of the household inquiry, address, contact information, and potential for participation. Additional outreach will be conducted by Santa Fe County Sustainability and Affordable Housing staff, who will develop written outreach materials for distribution through County and service provider/partner websites, newsletters and social networks.

	○ Dollars ○ Kilowatt-hours (kWh) of electricity ○ Therms of natural gas ○ Gallons of fuel oil ○ Therms of propane ○ Gallons of water ○ Gallons of kerosene ○ Tons of wood • Energy Management Systems Installed: Track the number of energy management systems installed in residential units. • Water Conservation Retrofits: Measure the number of water conservation retrofits completed. • Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source. • Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood). II. Energy Audits • Energy Audits Performed: Track the number of energy audits conducted for residential units. • Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits. III. Training and Education/Technical Assistance • Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants. • Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired. • Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended. IV. Community and Stakeholder Engagement • Community Engagement Events: Track the number of community engagement events held (both virtual and in-person). • Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities. V. Participant Data • Participant eligibility criteria • Participant demographic data • Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption • Utility bill costs: and associated energy-related operating costs] Primary project metrics mirror the goals of the CEED program specifically tracking and quantifying reductions in energy consumption and associated reductions in energy-related operating costs. Specific project metrics include the measurement and tracking of electricity, natural gas and propane consumption, as well as utility costs prior to and following energy efficiency improvements and energy audit data. These metrics will provide accurate measures of energy consumption and cost reductions as a result of energy efficiency improvements aligning with CEED and project objectives. Additional project metrics include the number of requests for assistance through the County HREE program, the number improvements completed, the number of households retrofitted, improvement cost calculation for equipment, household and total project. These metrics will be utilized to ensure project activities meet budget and timing constraints and will allow for the quantification

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	February 2025: Project funding received. Program Administrator begins reviewing previously selected HREE households for CEED grant funding. Santa Fe County staff and community/service partners have begun outreach activities. March 2025: First participating households have been identified and reviewed by County staff. The Program Administrator will begin energy audits on first target households. April 2025: First energy audits have been reviewed by the Program Administrator and service partners, specific energy efficiency upgrades have been identified and funding has been released. May 2025: Service providers have initiated energy efficiency upgrade projects at first selected households. June 2025: First projects are completed. Santa Fe County Sustainability staff begins to spot check completed energy efficiency upgrades. December 2025: 13 efficiency upgrade projects have been completed and reviewed (31% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. July 2026: 20 energy efficiency upgrade projects have been completed (51% of total.) December 2026: 27 energy efficiency upgrade projects have been completed (65% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. December 2027: All 42 energy efficiency projects have been completed (100% of total.) Santa Fe County staff have compiled final review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. Final report submitted to EMNRD.
Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team.	To ensure tasks are completed on time and the energy efficiency and savings goals of the project are met, the project employs a 6-step process detailed below. Step 1: Outreach and Household Identification: Santa Fe County Housing Authority have begun household eligibility and criteria screening as part of the adjacent HREE program. To date the County has received over 100 requests for home rehabilitation and energy efficiency assistance. Following project initiation, the Program Administrator will evaluate all applications for completeness, conduct AMI screening, confirm household interest, ownership status, property tax liability and location within the project region. The Program Administrator will notify the County of all program-eligible applicants. If required, Santa Fe County staff will undertake additional outreach efforts during the course of the project to ensure eligible households are identified with a specific emphasis on target communities. Step 2: Household Prioritization and Certification: Following the identification of potential participant households, the Program Administrator will rank eligible households utilizing a vulnerability index to prioritize immediate home rehabilitation and energy security needs. Top ranking households will be selected for participation. Step 3: Scope of Work Development and Initiation: After the identification of participating households, the Program Administrator will contract a home inspection and energy audit. Following audit completion, the Program Administrator will develop a scope of work for each household incorporating energy audit findings and allowable measures to provide a reduction in utility

ATTACHMENT 2: Energy Conservation Measure Improvements

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

A. Entity shall implement ECMs in an order that prioritizes greatest savings (*e.g.* sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = (Annual $ savings x Expected Usage Lifetime (EUL)) ÷ (Initial $ cost). EUL durations can be found at: https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf (*see also*: Attachment 2, Subpart A: Allowable Default ECM Lifetimes).

B. ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows ; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

1) cleaning, repair or replacement of heating and cooling systems;
   i. Heating systems
      a. Replacement or installation of secondary heating systems are not allowed.
      b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
      c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
   ii. Cooling systems
      a. Replacement or installation of secondary cooling systems are not allowed.
   iii. Ensure no bill increase
      a. Replace existing electric units or fuel switch from propane

2) prioritized appliance repair or replacement:
   i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
   ii. High efficiency heat pump water heaters,
      a. Household should have a minimum of 3 persons.
      b. New units should have an EF of 3.0 or higher.
      c. Replace only electric resistance water heaters.
      d. Cost is limited to $1,750.

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xvi. Ventilation and indoor air quality
xvii. Window and door replacement, window guards
  a. Storm windows
  b. Window coverings
    1. Purchase of new window guards not allowed

C. ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf)). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

D. All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.

1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
  i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

E. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.

1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	*(Note 1)*
40	Baseloads	Lighting retrofit: LED	*(Note 2)*
41	Baseloads	Lighting retrofit: halogen	*(Note 3)*
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20

Notes

- *1. 10,000 hours*
- *2. 30,000 hours*
- *3. 4,000 hours*

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involving a related organization.
The Entity must disclose in writing any potential or actual organizational conflict of interest to ECAM. The Entity must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

A. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
B. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest.

7. **Financial Conflicts of Interest**: The Entity must disclose in writing any managed or unmanegeable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan.

8. **Penalties**: Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:

A. temporary withholding of payments until Entity takes corrective action;
B. dis allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
C. suspension or termination of the grant in part or in its entirety;
D. debarment or suspension of the Entity;
E. withholding of further funds from EMNRD; or
F. any and all other legal remedies.

9. **Fraud, Waste and Abuse**: The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above.

10. **Prevailing Wage Requirements**: This award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.

A. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

SHARE No.26-521-0300-0039
County of Santa Fe

STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
AND
COUNTY OF SANTA FE

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and County of Santa Fe (Entity).

THE PARTIES MUTUALLY AGREE:

1. **Scope of Work**: Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the County of Santa Fe. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

1) Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.

2) Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.

3) The maximum average allowable ECM improvement cost per residential housing unit is $16,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost.

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D. Entity shall adhere to the following program administration requirements:

1) Section 19.1.10.12 (D), NMAC to determine participant household eligibility. Certification verification process will require ECAM review prior to program commencement.

2) Procure, as applicable, services from community partner(s) and service providers(s) with experience in the geographic area(s) in which the project will take place. Entity shall give priority to service provider(s) with a commitment to employ apprentices from a registered apprenticeship program that promotes diversity or to provide paid internships to person(s) from the identified underserved community.

3) Collect and report data on, but not limited to, project performance, energy savings, and non-energy benefits resulting from project energy efficiency, conservation, and retrofit measures.

4) Prepare, review, certify, and submit the reports as outlined below, in the form and content specified by ECAM:

Report Title	Reporting Period	Due Date
Program Financial Reports	Quarterly	• Jan. 1–Mar. 3 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Program Performance Reports	Quarterly	• Jan. 1–Mar. 3 = due Apr. 20 • Apr. 1–June 30 = due July 20 • July 1–Sep. 30 = due Oct. 20 • Oct. 1–Dec. 31 = due Jan. 20
Project Update Reports	Monthly, with each request for payment/reimbursement	On the 20th of the month for the previous period
If the due date falls on a weekend/holiday, the report will be due the following business day.		

3) The Entity shall review all invoices for reimbursement from subcontractors and verify that claimed expenditures are allowable costs. The Entity shall maintain documentation adequate to support all claimed costs reported for federal reimbursement or Entity share.

4) To the greatest extent practicable, Entity should take advantage of available New Mexico state and federal rebates and tax incentives, including the DOE Home Energy Rebates programs: Home Electrification and Appliance Rebates (HEAR), Home Efficiency Rebates (HER).

5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.

6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.

7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.

8) Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.

9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed eight hundred thirty-five thousand dollars ($835,000.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	$125,250.00	20th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within Santa Fe County.	$709,750.00	20th day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total

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compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

B. EMNRD shall pay travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the Per Diem and Mileage Act, NMSA 1978, Sections 10-8-1 *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

D. Entity must submit detailed invoices accounting for all services performed and expenses incurred with each reimbursement request. Invoices shall include documentation of all expenses incurred evidencing the propriety of each claim with proofs of payment thereof. Wage amounts charged shall be based upon payrolls maintained by Entity and must be supported by copies of the paystubs or cancelled paychecks, and timesheets if requested. If EMNRD finds that the services or expenses are not acceptable, within 30 days of receipt of written notice from Entity that payment is requested for services received, EMNRD shall provide Entity a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to Entity within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

2. **Term**: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on Dec 31, 2027 unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

3. **Termination**: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

4. **Appropriations**: This Agreement's terms are contingent upon the New Mexico State Legislature granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Entity. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Entity.

5. **Status of Entity**: Entity and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Entity agrees not to purport to bind the State of

New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

6. **Assignment**: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

7. **Subcontracting**: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

8. **Release**: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality**: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

10. **Product of Services; Copyright**: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

11. **Conflict of Interest; Governmental Conduct Act**: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. **Amendment**: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

13. **Merger**: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their

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agents shall be valid or enforceable unless as embodied in this Agreement.

14. **Penalties for Violation of Law**: The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

15. **Equal Opportunity Compliance**: Entity agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Entity assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Entity is found not to be in compliance with these requirements during the life of this Agreement, Entity agrees to take appropriate steps to correct these deficiencies.

16. **Applicable Law**: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G). By execution of this Agreement, Entity acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. **Records and Audit**: Entity shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico. During this time, such records shall be subject to inspection by EMNRD, DFA, and the State Auditor. Entity further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

18. **Liability**: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred with this Agreement is subject to the immunities and limitations of the Tort Claims Act, NMSA 1978, Sections 41-4-1 *et seq.*, as amended.

19. **Procurement, Utilization, and Disposition of Property**: Entity shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Entity has any property in its possession belonging to EMNRD, Entity shall account for the property and dispose of it as EMNRD directs.

20. **Invalid Term or Condition**: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. **Enforcement of Agreement**: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

22. **Notice**: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager
EMNRD – ECAM
1220 S. St Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St Francis Drive
Santa Fe, NM 87505

To County of Santa Fe:

Gregory S. Shaffer
PO Box 276
Santa Fe, NM 87504

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

23. **Authority**: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

24. **Acknowledgment**: Entity shall acknowledge EMNRD as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

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25. Minimum Wage Rate: If applicable, Entity shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

26. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state, federal, and local laws statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement. The Entity is required to obtain all necessary state, Federal, and local permits, authorizations, and approvals for all work performed under this Award.

B. Compliance with NMSA 1978, Section 66-7-374, Texting While Driving - Entity and Entity's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

C. In the event this Agreement is funded with federal monies, Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

27. Insurance Coverage: Entity shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Entity shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Entity shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the Worker's Compensation Act, NMSA 1978, Sections 52-1-1 *et seq.*, if applicable. If the Entity fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Sections 41-4-19, as it may be amended from time to time.

IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: 8/19/25
Cabinet Secretary or Designee

COUNTY OF SANTA FE 7/8/2025

By: _____ Date: _____
Authorized Representative Signature

Gregory S. Shaffer, County Manager

Printed Name and Title

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ATTACHMENT 1: Application Materials

CEED Program	Application – County of Santa Fe
Applicant Entity Legal Name:	County of Santa Fe
Type of Applicant Entity:	County government
Project type entity is applying for:	Type 1 Project
Title of Applicant's project:	Reducing Energy Burdens for Low Income Households in Santa Fe County
One sentence description of the project:	Working in conjunction with partners, Santa Fe County will complete high impact energy efficiency retrofits for qualifying low income households across Santa Fe County, reducing energy use and improving affordability.
One sentence description on the impact and beneficiaries of the project:	Grant funding will facilitate targeted energy efficiency improvements for approximately 42 low-income households with identified financial and energy security needs resulting in an estimated 24% reduction in energy costs.
Total funding request amount:	$835,000.00
Project Location	The proposed project takes place in New Mexico
State the selected geographic block location *	County of Santa Fe. Focus: Low income households are eligible anywhere within unincorporated Santa Fe County, excluding incorporated areas and Tribal Lands. Based on data from community partner CONNECT, the Valle Vista neighborhood at the southern boundary of NM 599 (Valle Vista), unincorporated areas within the community of Agua Fria (Agua Fria), and unincorporated areas within the community of Santa Cruz (Santa Cruz) contain a proportionally large number of target low-income households and are prioritized.
Describe the rationale used for the geographic selection.	This Project is intended to quickly identify and assist residents of Santa Fe County with immediate and acute energy security needs in conjunction with existing affordable housing and other indigent programs. Applicants to the adjacent Santa Fe County Home Rehabilitation and Energy Efficiency (HREE) Program will be screened for participation in the CEED program. Additionally, Santa Fe County anticipates using data obtained by community partner CONNECT to support the identification of target households. Operated by Santa Fe County and the City of Santa Fe, CONNECT (https://www.santafecountynm.gov/community-services/hhsd/ahc) is a network of service providers and navigators with the goal of connecting residents in need to a range of services including housing, utilities and rent assistance. Households requesting utilities, rent or mortgage assistance through CONNECT will be identified for potential participation in the program. In 2022 CONNECT received over 1,000 requests for rent assistance and over 400 requests for utility assistance with over 15% of requests coming from unincorporated portions of Santa Fe County. By including all of incorporated Santa Fe County within the geographic selection, County staff and partners can begin implementing energy efficiency retrofit projects as soon as eligible low income households are identified, potentially reducing the likelihood of an interruption in utility services. The communities of Valle Vista, Agua Fria, and Santa Cruz, are further prioritized due to the dis-proportionally large number of assistance requests and proximity to existing Santa Fe County Housing Authority services. The County anticipates 15 of the 42 anticipated projects will be located within these communities.

Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without impacting the amount or quality of energy services.
Project Purpose: Check all that apply to the proposed project:	energy-efficient devices health and safety measures equipment or electrification upgrades energy-efficient equipment
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Scope of Work:	The scope of work for this project proposal includes performing energy efficiency retrofits on approximately 42 low-income households located across unincorporated Santa Fe County. Eligible low-income households will be primarily selected from applicants to the ongoing Santa Fe County HREE program. Applicants will be referred to a Program Administrator who will prioritize households based on a vulnerability index and determine eligibility. Energy audits will be conducted for each household before and after project completion and energy efficiency improvements will be selected based on household need and ownership structure. Improvements will be implemented by energy efficiency and rehab experienced community partners, contractors and service providers. Utilizing National Renewable Energy Laboratory (NREL) ResStock data and the findings of energy audits, efficiency improvements will be selected to maximize energy savings and return on investment and include the following: HVAC Upgrades - Replacement of electric and propane furnaces with high efficiency heat pumps - Smart thermostat installation Enclosure Upgrades - 2021 IECC required Air sealing - to include Energy Star Windows and Door replacements as needed - 2021 IECC required Drill-and-fill wall cavity insulation - 2021 IECC required insulation - Duct sealing & insulating It is estimated that an average of $16,000 will be spent for each of the 42 participating households resulting in estimated average annual utility savings of $340. Santa Fe County will leverage up to an additional $1,995,000 of existing GRT funding to further energy efficiency improvements and address critical building system repairs. This funding will be utilized to accomplish household repairs outside the scope this project and to ensure the efficacy of energy efficiency improvement actions.
Describe any additional benefits not described above that should be factored into the evaluation of this application.	Successful project implementation has the potential to lead to positive health outcomes and increase numerous measures of resiliency at both the individual and community level. Energy efficiency upgrades have been linked to improvements in physical and mental health including reduced symptoms of respiratory and cardiovascular conditions, borderline anxiety and depression, allergies and reduced healthcare costs. A 2008 study by Sheffield Hallam University found energy efficiency improvements similar to those detailed within this project could lead to average increases in life expectancy of 10 days for men and 7 days for women. Multiplied across the estimated 82 beneficiaries of this project, implementation has the possibility to save over 1.9 life years across Santa Fe County. Additionally, by increasing insulation and the availability of air conditioning through heat pump retrofits, this project has the potential to reduce the health impacts of extreme heat. Within Santa Fe County average temperatures are anticipated to increase by over 6° F by 2050 with an additional 7 extreme heat days anticipated by midcentury. At a community level, the energy efficiency improvements and potential PV installations detailed within this project are estimated to lead to an estimated reduction of 47 MT of C02e and a 32% reduction in energy use. If implemented, this project will enhance the ongoing work of partners CONNECT, and other contract service

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	providers specializing in energy efficiency and PV, resulting in broad community benefits. Participating households have the added opportunity to request home repairs outside the scope of this project which can be completed concurrently by service providers. Successful completion of this project will provide a template for future County programs and support the implementation of County Affordable Housing Plan goals. It is anticipated that County staff will work to secure additional funding to expand the program in the future impacting additional low-income households beyond the 42 identified as part of this project.
Describe the project benefits to the selected underserved community, what specific outcomes will result from the completion of this project, and the approach for maximizing project benefits in the community.	Successful implementation of this project will significantly reduce utility costs for approximately 42 households with documented difficulties paying their rent, mortgage or utility bills. Implementation will result in homes which lower utility costs associated with electricity, propane and natural gas each month, produce less emissions and improve air quality, as well as comfort through enclosure and HVAC upgrades. The project will provide mission focused funding to effective and community centered, energy efficiency service providers with proven results working throughout Santa Fe County. It is estimated that project actions will, on average, reduce household energy use by 32% resulting in estimated household savings of $31 per month and $340 annually. These savings represent 24% of average household monthly utility bills and have the potential to result in a reduced number of utility services disconnected and improved health outcomes. Community level benefits will be maximized by leveraging core services provided by project partners. Eligible households will have the opportunity to receive home repair services by specialized service providers. Through integration with CONNECT, participating households gain access to a network of over 60 programs and organizations funded by the City and County of Santa Fe addressing a wide range of individual needs. Through partnership with existing community organizations and service providers, this project has the potential to achieve community impacts beyond the immediate scope of the CEED program. Through the selection of priority regions, it is anticipated that $253,000 in project funding will directly support the communities of Valle Vista, Agua Fria and Santa Cruz with $581,000 remaining for households in need across Santa Fe County.
Describe the project's alignment with the CEED Program's purpose and goals.	Upon completion of the project, Santa Fe County will have met the CEED program's purpose of expanding the adoption of energy-efficient equipment and devices without reducing the amount or quality of energy services. Developed in close partnership with the Program Administrator and service providers, all project activities will be directed towards qualified low-income households with identified energy burdens. This project is primarily focused towards reducing energy consumption and energy-related operating costs through the installation of enclosure, HVAC and window/door upgrades as needed, to lower the utility costs of increased electricity need as a result of heat pumps, within single family homes, owned by underserved households. Proposed energy efficiency upgrades have been shown by NREL to reduce household energy consumption in turn reducing costs. Proposed HVAC upgrades from propane furnaces especially, to electric heat pumps, will reduce the carbon intensity of energy consumption. Prioritizing the communities of Valle Vista, Agua Fria and Santa Cruz, this project will achieve additional community level and county wide benefits through the integration of home repair and support services by project partners. Santa Fe County is eligible to complete Type 1 projects and will implement a selection criteria, ranking and certification process in conformance to section 19.1.10.12.D of the CEED Program to ensure participating households meet the low income threshold for eligibility.

How will the project meet these objectives, and how will this impact be measured?	Santa Fe County will assure CEED Program objectives are met through the establishment of multiple checks and balances at the County, community partner and service partner level, the development of defined roles and responsibilities, and the establishment of clear metrics for success. To ensure all project activities are directed towards eligible low-income households with identified energy burdens, Santa Fe County will engage a Program Administrator in the household selection and certification process. Program administrator Homewise has extensive experience working with underserved communities throughout Santa Fe County and currently manages similar projects for the City of Albuquerque and Rio Rancho. The Program Administrator will aggregate relevant service requests by type and collect self-reported household income and address information to screen potential participant households. Household eligibility will be further confirmed and certified by the Program Administrator who will request documentation providing proof of occupancy and income. To ensure energy consumption and energy-related operating cost goals are met, Santa Fe County staff will regularly review household level scopes of work which will be developed following the results of energy audits and in conjunction with service partners. The Program Administrator and proposed service partners have extensive experience completing home rehabilitation and energy efficiency projects. Their expertise will be utilized to prioritize and execute project activities ensuring proposed actions meet cost, timeline and energy efficiency goals. Furthermore, energy audits will be conducted before and after project close out providing additional confirmation that project activities have been completed and are producing anticipated reductions in energy use. To ensure all project activities conform with the scope of work, the Program Administrator will work in concert with Santa Fe County staff to provide regular progress reports, approve scopes of work and energy audits at project initiation and review completed projects for conformance. Santa Fe County Sustainability staff will further review each project at close out, utilizing energy audit data and progress reports to ensure conformance as well as conduct quarterly audits.
Describe Applicant's plan to engage community partners, service providers, and participant households in the project.	This application was developed in close collaboration with community partner CONNECT and input from community service providers, such as Habitat for Humanity, Mesa to Mesa, and Homewise. These organizations are experienced providers of energy efficiency upgrades as well as rehab services with long standing commitments to providing low income households with energy efficiency and rehab services, and are in support of the proposed program as evidenced in the attached letters of support. During the course of the grant timeline, Santa Fe County will establish regular meetings with partners and providers. Each participating organization has a defined role within the program and will regularly communicate with each other and with County staff. The Program Administrator will collaborate County Housing staff to identify participant households and will coordinate with service providers and the County to ensure projects meet established timelines and metrics. The County has procured Program Administrator Homewise in accordance with County policies and procedures. Project activities will be completed by selected service providers and contractors. During the course of the project the Program Administrator may solicit additional contractor services depending on service provider capacity. Engagement of participant low-income households will be conducted primarily by County Housing staff through the HREE program with support from all participating organizations. As new households request assistance during the project, the Program Administrator will evaluate their needs. If the household is deemed a suitable match, the Program Administrator will notifying County Affordable Housing and Sustainability Division staff of the household inquiry, address, contact information, and potential for participation. Additional outreach will be conducted by Santa Fe County Sustainability and Affordable Housing staff, who will develop written outreach materials for distribution through County and service provider/partner websites, newsletters and social networks.

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Describe Applicant's strategy to prevent fraud, waste, and abuse.	Santa Fe County will prevent instances of fraud, waste and abuse through quarterly audits, project tracking and spot checking actions by County staff, the institution of overlapping roles and responsibilities between service providers and community partners, the use of a 3rd party Program Administrator and requiring energy audits before and after project completion. During the project performance period, County staff will regularly review household selection and eligibility determinations, compare energy audits against proposed energy efficiency measures and conduct spot checks of completed households to ensure conformance. County staff will request and review quarterly progress updates from the Program Administrator, and frequently communicate with service providers and contractors, to ensure projects are meeting energy efficiency goals and deadlines. By requiring an energy audit before and after project completion County Staff and the Program Administrator can further confirm that energy efficiency upgrades have been completed and meet energy use and cost projections.
Participant eligibility requirements	Participant eligibility will follow 19.1.10.12 (D) NMAC.
Describe the proposed process for certifying the eligibility determination of participant households.	Certification process to be submitted to ECAM for approval prior to project commencement.
What specific outcomes will result from the completion of this project?	This program is expected to provide tangible monetary and health benefits to 42 low-income households, reduce emissions and provide broad community benefits through effective integration of project partners. Through the project, an average of $16,000 will be allocated per household for HVAC, Energy Star certified window and door replacements as well as envelope energy efficiency improvements. Specific improvement actions will be determined based on the result of energy audits and homeowner needs. Santa Fe County will leverage an additional $1,995,000 of existing home rehabilitation and energy efficiency funding to address critical building system repairs and expand energy efficiency retrofits. This funding will be utilized to accomplish household repairs outside the scope this project and to ensure the efficacy of energy efficiency improvement actions. As a result, participating homeowners on average can expect to see a 24% reduction in their utility costs representing savings of $28 per month and $340 annually. These savings are anticipated to result in a reduction in requests for mortgage and utility financial assistance for participating households and are expected to confer modest health benefits due to improved air quality and improved resiliency during extreme heat events. This project is expected reduce GHG emissions by 47 MtC02e and reduce energy use by 32%. Due to the geographic selection criteria of the project, benefits will be conferred to communities across Santa Fe County with increased benefit, to include apprenticeship and volunteer training, extending to the communities of Valle Vista, Agua Fria and Santa Cruz. Additional project benefits will be realized through integration of project partners. Through the CONNECT program, participating households will likely access a number of services including emergency support; food assistance; transportation; physical, mental and behavior health; crisis intervention; substance abuse; literacy/education; and employment and training services as a result of this project.
Describe the reporting metrics/measures.	[Metrics used will include (but not be limited to): I. Retrofits • Number of Units Retrofitted: Track the total number of residential units that receive energy efficiency retrofits. • Square Footage of Buildings Retrofitted: Measure the total square footage of buildings that undergo retrofits. • Estimated Project Savings: Calculate the estimated annual savings in terms of:

	○ Dollars ○ Kilowatt-hours (kWh) of electricity ○ Therms of natural gas ○ Gallons of fuel oil ○ Therms of propane ○ Gallons of water ○ Gallons of kerosene ○ Tons of wood • Energy Management Systems Installed: Track the number of energy management systems installed in residential units. • Water Conservation Retrofits: Measure the number of water conservation retrofits completed. • Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source. • Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood). II. Energy Audits • Energy Audits Performed: Track the number of energy audits conducted for residential units. • Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits. III. Training and Education/Technical Assistance • Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants. • Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired. • Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended. IV. Community and Stakeholder Engagement • Community Engagement Events: Track the number of community engagement events held (both virtual and in-person). • Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities. V. Participant Data • Participant eligibility criteria • Participant demographic data • Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption • Utility bill costs: and associated energy-related operating costs] Primary project metrics mirror the goals of the CEED program specifically tracking and quantifying reductions in energy consumption and associated reductions in energy-related operating costs. Specific project metrics include the measurement and tracking of electricity, natural gas and propane consumption, as well as utility costs prior to and following energy efficiency improvements and energy audit data. These metrics will provide accurate measures of energy consumption and cost reductions as a result of energy efficiency improvements aligning with CEED and project objectives. Additional project metrics include the number of requests for assistance through the County HREE program, the number improvements completed, the number of households retrofitted, improvement cost calculation for equipment, household and total project. These metrics will be utilized to ensure project activities meet budget and timing constraints and will allow for the quantification

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	and documentation/tracking of additional community needs as well as benefits outside the scope of the CEED Program.
Describe the tracking and data collection methods.	For primary project metrics related to energy consumption and energy-related operating costs, data will be collected using home energy audits completed before and after project completion. Household energy audits completed prior to project completion will help define and prioritize project activities and will be compared against post completion audits to accurately quantify the effectiveness of energy efficiency improvements and associated cost and use reductions. Community impacts will be quantified using data managed and provided by community and services partners. The Program Administrator will track and maintain information related to assistance requests using a data management system selected by Santa Fe County. This system will allow Santa Fe County staff to locate and aggregate requests and participating household data for quantifying community level benefits. Household repair information will be collected by service providers and provided at regular intervals to County staff for reporting. Project status information will be managed by the Program Administrator. Service providers and contractors, will provide the Program Administrator with regular status updates detailing information such as the number of households retrofitted and improvement costs. The Program Administrator will aggregate this information and provide updates to Santa Fe County Sustainability staff. Additionally, Santa Fe County staff will perform quarterly audits to ensure data and reports are accurate and project tasks are meeting budget, timeline and efficiency goals.
Reduction of energy use that will come from implementation of the proposed measures:	32% (26 MMBTU per unit * 42 units = 1,104 MMBTU) – Estimate developed using NREL ResStock Data
Reduction of energy cost that will come from implementation of the proposed measures:	24% ($340 per year, per unit * 42 units = $14,280 per year total project) – Estimate developed using NREL ResStock Data
Reduction in carbon intensity of energy consumption from implementation of the proposed measures:	0.5% (Project activities resulted in a transition from propane to electricity fuel types which conveys a modest CI benefit. – Estimate developed using CARB CI Lookup Table Values
Other identified measured project impact(s):	Up to $1,995,000 in additional County GRT funding allocated to complete energy efficiency upgrades and repair activities for participating households.
Total number of participant households of the project:	42
Number of project partner beneficiaries:	Potentially 6 or more
Timeline for implementation, including project milestones.	Project work will begin following award with home efficiency improvements to begin in year one, Q1. In year one, the County proposes thirteen households will be retrofitted. In year two, fourteen households will be retrofitted and in year three, an additional fifteen projects will be completed. All 42 households will be completed by December year three. Key milestones are detailed below.

	February 2025: Project funding received. Program Administrator begins reviewing previously selected HREE households for CEED grant funding. Santa Fe County staff and community/service partners have begun outreach activities. March 2025: First participating households have been identified and reviewed by County staff. The Program Administrator will begin energy audits on first target households. April 2025: First energy audits have been reviewed by the Program Administrator and service partners, specific energy efficiency upgrades have been identified and funding has been released. May 2025: Service providers have initiated energy efficiency upgrade projects at first selected households. June 2025: First projects are completed. Santa Fe County Sustainability staff begins to spot check completed energy efficiency upgrades. December 2025: 13 efficiency upgrade projects have been completed and reviewed (31% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. July 2026: 20 energy efficiency upgrade projects have been completed (51% of total.) December 2026: 27 energy efficiency upgrade projects have been completed (65% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. December 2027: All 42 energy efficiency projects have been completed (100% of total.) Santa Fe County staff have compiled final review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. Final report submitted to EMNRD.
Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team.	To ensure tasks are completed on time and the energy efficiency and savings goals of the project are met, the project employs a 6-step process detailed below. Step 1: Outreach and Household Identification: Santa Fe County Housing Authority have begun household eligibility and criteria screening as part of the adjacent HREE program. To date the County has received over 100 requests for home rehabilitation and energy efficiency assistance. Following project initiation, the Program Administrator will evaluate all applications for completeness, conduct AMI screening, confirm household interest, ownership status, property tax liability and location within the project region. The Program Administrator will notify the County of all program-eligible applicants. If required, Santa Fe County staff will undertake additional outreach efforts during the course of the project to ensure eligible households are identified with a specific emphasis on target communities. Step 2: Household Prioritization and Certification: Following the identification of potential participant households, the Program Administrator will rank eligible households utilizing a vulnerability index to prioritize immediate home rehabilitation and energy security needs. Top ranking households will be selected for participation. Step 3: Scope of Work Development and Initiation: After the identification of participating households, the Program Administrator will contract a home inspection and energy audit. Following audit completion, the Program Administrator will develop a scope of work for each household incorporating energy audit findings and allowable measures to provide a reduction in utility

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	expenses. In coordination with contractors and service providers the Program Administrator will secure bids on outlined work and assist the homeowner in selecting a contractor or service provider. The Program Administrator will identify and integrate all applicable HER and HEAR rebates and blend CEED and HREE capital to address as much of the scope of work as possible while meeting CEED program requirements. The Program Administrator will then report findings to Santa Fe County staff for review and release project funding. Step 4: Project Completion: Service providers and contractors, will commence household level project activities providing regular status updates to the Program Administrator. Once activities are completed the Program Administrator will collect a certification of completion and contract a second energy audit to validate project actions and efficiency improvements. Santa Fe County staff will audit projects completed on a quarterly basis and conduct onsite spot checks of completed households for accuracy. Step 5: Review and Quality Control: Following completion, the Program Administrator will confirm all tasks outlined within the scope of work have been completed and review the results of the second energy audit to ensure energy efficiency and utility cost reduction targets have been achieved. Santa Fe County Sustainability staff will review energy efficiency metrics and compile data for reporting to the ECAM. Step 6: Reporting: In conformance with CEED reporting requirements Santa Fe County Sustainability staff members, Jacqueline Beam and Will Donahoo, will compile expenditure and efficiency data and develop project reports.
Is environmental/ground disturbance anticipated for the project?	No
How long will the project take to complete?	3 Years
Describe any proposed Community Partner(s) with experience in the area(s) in which the project will take place.	The Santa Fe County Housing Authority will serve as the primary community partner for the program, conducting outreach to low-income households and utilizing their existing networks to identify project participants.
Describe any proposed Service Providers(s) with experience in the area(s) in which the project will take place.	Santa Fe County has contracted Program Administrator Homewise to complete core project activities. Home improvements will be completed by specialized service providers such as Habitat for Humanity or Mesa to Mesa alongside independent contractors. As mentioned, Homewise, which provides project administration services, Habitat for Humanity and Mesa to Mesa, which are specialized housing services providers, have submitted letters of support. The Program Administrator will serve to provide third party quality control and management of the projects to include completion and confirmation of low income (up to 80% AMI) household eligibility determinations, prioritization of projects based upon vulnerability index scoring, contracting of energy audits, development of scopes of work in connection with community service providers, release project funding and monitoring of efficiency improvement upgrade activities to ensure household level projects meet budget, timeline and efficiency goals.

ATTACHMENT 2: Energy Conservation Measure Improvements

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

A. Entity shall implement ECMs in an order that prioritizes greatest savings (*e.g.* sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = (Annual $ savings x Expected Usage Lifetime (EUL)) ÷ (Initial $ cost). EUL durations can be found at: https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf (*see also*: Attachment 2, Subpart A: Allowable Default ECM Lifetimes).

B. ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows ; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

1) cleaning, repair or replacement of heating and cooling systems;
   i. Heating systems
      a. Replacement or installation of secondary heating systems are not allowed.
      b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
      c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
   ii. Cooling systems
      a. Replacement or installation of secondary cooling systems are not allowed.
   iii. Ensure no bill increase
      a. Replace existing electric units or fuel switch from propane

2) prioritized appliance repair or replacement:
   i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
   ii. High efficiency heat pump water heaters,
      a. Household should have a minimum of 3 persons.
      b. New units should have an EF of 3.0 or higher.
      c. Replace only electric resistance water heaters.
      d. Cost is limited to $1,750.

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e. Thermostat set to 120 degrees maximum.
f. Include water heater blanket, pipe insulation (as appropriate).

iii. EnergyStar refrigerator, cost is limited to $900.
a. Must have automatic defrost, top freezer preferred. May be no more than 2 cubic feet larger than existing refrigerator.

iv. EnergyStar dishwasher, cost is limited to $525.
v. EnergyStar clothes washer, cost is limited to $675.
vi. EnergyStar clothes dryer, cost is limited to $700.
a. Heat pump clothes dryer cost is limited to $840.

vii. EnergyStar oven/range, cost is limited to $1000
a. New units may only have a single oven, induction ranges must not increase spending for participant

viii. Programmable/smart thermostats, cost is limited to $150.

3) incidental repairs; cost is limited to $1000 per unit. Allowable items include, but are not limited to:
i. Sealing of cracks
ii. Weather-stripping, caulking, hole patching.
iii. Installation of door sweeps
iv. Repair and replacement of thresholds
v. Repair and replacement of fireplace dampers.
vi. Repair or replacement of broken glass in window
vii. Exterior door repair
viii. Repair of building envelope to maintain the integrity of ECMs
ix. Low-flow showerheads diverter replacement or fixture repair.;
x. Electrical repair for lighting retrofits;

4) residential Health and Safety (H&S) measures, cost is limited to 20% average cost per unit. Allowable items include, but are not limited to:
i. Safety devices: smoke and carbon monoxide alarms, fire extinguishers
ii. Heating and cooling system safety checks;
iii. Asbestos
a. In siding, walls, ceilings, etc., in vermiculite, on pipes, furnaces, and other small-covered surfaces
b. General abatement of asbestos siding or replacement with new siding is not an allowable H&S cost

iv. Biologicals and unsanitary conditions
v. Building structure and roofing
vi. Code compliance
vii. Combustion gases
viii. Unsafe electrical
ix. Formaldehyde, volatile organic compounds (VOCs), flammable liquids, other air pollutants
x. Fuel leaks
xi. Hazardous materials disposal
xii. Injury prevention of occupants and project workers
xiii. Lead based paint
xiv. Mold and moisture
xv. Radon

xvi. Ventilation and indoor air quality
xvii. Window and door replacement, window guards
a. Storm windows
b. Window coverings
1. Purchase of new window guards not allowed

C. ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf)). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

D. All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.

1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

E. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.

1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

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SUBPART A

Maximum Lifetimes of Energy Conservation Measures

Table: Allowable Default ECM Lifetimes

https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf

#	Measure Type	Measure Name	Life (yr.)
1	Building Insulation	Attic insulation: blown in and batt	30
2	Building Insulation	Attic insulation: all other types	20
3	Building Insulation	Sill box insulation	20
4	Building Insulation	Foundation wall insulation	20
5	Building Insulation	Slab insulation	20
6	Building Insulation	Floor insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
7	Building Insulation	Floor insulation: all other types including loose and batt not installed in fully enclosed air-tight cavities	20
8	Building Insulation	Wall insulation: dense pack insulation, rigid insulation and full-cavity batt insulation in fully enclosed air-tight cavities	30
9	Building Insulation	Wall insulation: all other types	20
10	Building Insulation	Kneewall insulation: loose and batt types installed in fully enclosed air-tight cavities, and rigid insulation	30
11	Building Insulation	Kneewall insulation: all other types including loose and batt types not installed in fully enclosed air-tight cavities	20
12	Building Insulation	Duct insulation	20
13	Building Insulation	Manufactured home skirting	10
14	Building Insulation	White roof coating	7
15	Building Insulation	Radiant barrier	15
16	Ducts/Infiltration	Whole house air sealing	10
17	Ducts/Infiltration	Duct sealing	10
18	Doors and Windows	Storm window	15
19	Doors and Windows	Window replacement	20
20	Doors and Windows	Door replacement	20
21	Doors and Windows	Storm door	10

22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	15
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	*(Note 1)*
40	Baseloads	Lighting retrofit: LED	*(Note 2)*
41	Baseloads	Lighting retrofit: halogen	*(Note 3)*
42	Baseloads	Refrigerator replacement	15
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20

Notes

- *1. 10,000 hours*
- *2. 30,000 hours*
- *3. 4,000 hours*

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ATTACHMENT 3: Special Terms and Conditions

The following are incorporated into this Award by reference:

- Ch. 62-17A *et seq.*, NMSA 1978;
- 19.1.10 NMAC;
- The Entity's application/proposal as approved by ECAM;
- Procurement Code § 13-1-28, *et seq.* NMSA 1978 and § 13-1-191.1 NMSA 1978

1. **Flow Down Requirement**: The Entity agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subcontractors (as appropriate), and to require their strict compliance therewith. Further, the Entity must apply the Award terms to all subcontractors (as appropriate), and to require their strict compliance therewith.

2. **Post-Award Due Diligence Reviews**: During the life of the Award, EMNRD may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, EMNRD may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

3. **Allowable Costs**: ECAM determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910, if applicable. The Entity is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with generally accepted accounting principles. The Entity must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors and project costs that the Entity claims as cost sharing, including in-kind contributions. Upon request, the Entity is required to provide such records to ECAM. Such records are subject to audit. Failure to provide ECAM adequate supporting documentation may result in a determination by ECAM that those costs are unallowable.

4. **Budget Amendments**: If any changes to the budget are required, the Entity shall request a budget amendment from ECAM and the request must be approved prior to implementation. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the ninety (90) prior to the completion date will be approved on a limited basis.

5. **Subcontractor Change Notification**: Except for subcontractors specifically proposed as part of the Entity's Application for award, the Entity must notify ECAM in writing 30 days prior to the execution of new or modified subcontractor agreements, including naming any To Be Determined subcontractors.

6. **Organizational Conflict of Interest**: Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Entity is unable or appears to be unable to be impartial in conducting procurement action

involving a related organization.
The Entity must disclose in writing any potential or actual organizational conflict of interest to ECAM. The Entity must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

A. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
B. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest.

7. **Financial Conflicts of Interest**: The Entity must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan.

8. **Penalties**: Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:

A. temporary withholding of payments until Entity takes corrective action;
B. dis allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
C. suspension or termination of the grant in part or in its entirety;
D. debarment or suspension of the Entity;
E. withholding of further funds from EMNRD; or
F. any and all other legal remedies.

9. **Fraud, Waste and Abuse**: The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above.

10. **Prevailing Wage Requirements**: This award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.

A. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

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B. The Entity must comply with all of the Prevailing Wage requirements, including but not limited to:
   i. ensuring that the wage determination(s) and appropriate Prevailing Wage clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subcontractor awards.
   ii. being responsible for compliance by any subcontractor or subcontractor with the Prevailing Wage labor standards.
   iii. receiving and reviewing certified weekly payrolls submitted by all subcontractors and subcontractors for accuracy and to identify potential compliance issues.
   iv. maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the State, EMNRD or the Department of Labor upon request.
   v. conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subcontractors and as requested or directed by the State or EMNRD.
   vi. cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
   vii. posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
   viii. notifying ECAM of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Entity, subcontractor, contractor, or subcontractor employees; significant labor standards violations; disputes concerning labor standards; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this GSA, a subcontract, or subcontractor award.
   ix. preparing and submitting to ECAM, the Prevailing Wage Semi-Annual Labor Compliance Information in Quarterly Reports, by April 20 and October 20 of each year.

SANTA FE COUNTY
BOARD OF COUNTY COMMISSIONERS

ORDINANCE NO. 2025-01

AN ORDINANCE APPROVING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED) BLOCK GRANT FROM THE NEW MEXICO STATE ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT, ENERGY CONSERVATION AND MANAGEMENT DIVISION PURSUANT TO THE CEED BLOCK GRANT ACT TO SUPPORT THE EXECUTION OF A CEED PROGRAM PROJECT, ACCEPTING THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT AND AUTHORIZING THE SANTA FE COUNTY MANAGER OR DEIGNEE TO SIGN ALL DOCUMENTS NECESSARY TO ACCEPT THE CEED BLOCK GRANT.

BE IT ORDAINED BY THE SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS:

SECTION 1. SHORT TITLE.

This Ordinance shall be cited as "The Santa Fe County Community Energy Efficiency Development (CEED) Block Grant Ordinance" and shall be referred to herein as "the CEED Block Grant Ordinance".

SECTION 2. PURPOSE.

This Ordinance is adopted to implement the Santa Fe County's CEED Program project. In accordance with N.M. Const., art. IX, § 14, H.; the Community Energy Efficiency Development Block Grant Act ("Act"), § 62-17A-1, et seq. NMSA 1978; NM Energy, Minerals and Natural Resources Department ("EMNRD") rule, 19.1.10 NMAC ("rule"), the purpose of the CEED Block Grant Ordinance is to:

(1)Provide for the approval of the Santa Fe County's CEED Block Grant;

(2)Provide for the acceptance of the CEED Block Grant from EMNRD;

(3)Provide for implementation of the CEED Program; and

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(4)Provide for and adopt the Terms and Conditions of the Grant approved by EMNRD pursuant to the act.

Community energy efficiency projects are projects that provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof. These projects will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality.

SECTION 3. FINDINGS.

WHEREAS, Santa Fe County is a legally and regularly created, established, organized, and existing political subdivision of the State of New Mexico; and

WHEREAS, the New Mexico Energy Conservation and Management Division, is responsible for implementing the CEED Program in New Mexico; and

WHEREAS, the CEED Program is a state program that provides funding for energy efficiency programs and projects; and

WHEREAS, pursuant to NMSA 1978, § 62-17A, the purpose of CEED Block Grant Act (Act) projects is to provide improvements to residential buildings in an underserved community that will, in the aggregate, reduce energy consumption, energy-related operating costs, carbon intensity of energy consumption, or a combination thereof; and

WHEREAS, the CEED Program project will promote general welfare and significantly benefit the quality of life of underserved communities in Santa Fe County.

WHEREAS, the Board of County Commissioners (BCC) wishes to accept CEED grant funding from EMNRD and authorize the County Manager or designee to execute any and all documents necessary to accept the CEED grant.

SECTION 4. AUTHORITY.

The Santa Fe County Commission enacts this Ordinance pursuant to the authority set forth in N.M. Const., art. IX and X; § 4-37-1 et seq./§ 3-17-1 et seq. NMSA 1978; § 3-18-1 et seq. NMSA 1978; § 3-45-1 et seq. NMSA 1978; § 60-13-1 et seq. NMSA 1978; § 62-17A-1, et seq. NMSA 1978; and 19.1.10 NMAC.

The Community Energy Efficiency Development (CEED) Block Grant Ordinance constitutes an exercise of Santa Fe County's independent and separate but related law enforcement, zoning, planning, environmental, fiscal and public nuisance powers for the health, safety and general welfare of Santa Fe County and its residents.

SECTION 5. DEFINITIONS.

For purposes of this section, the following words and terms shall have the following meanings:

(1)"**Act**" means the Community Energy Efficiency Development Block Grant Act, NMSA 1978, Ch. 62-17A-1, et seq.

(2) "**Affordable housing**" means residential housing primarily for low-income persons, including housing currently occupied by low-income persons or housing that is affordable to low-income persons based on assessed value, rent or estimated mortgage.

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(3) "**Community energy efficiency project**" means a project that provides improvements to residential buildings in an underserved community that will in the aggregate reduce energy consumption, energy-related operating costs or the carbon intensity of energy consumption.

(4) "**Community partner**" means an organization that provides services or outreach to an underserved community to implement a community energy efficiency project.

(5)"**Department**" means the New Mexico Energy, Minerals and Natural Resources Department.

(6)"**Division**" or "**ECAM**" means the Energy Conservation and Management Division.

(7)"**Energy burden**" means the percentage of gross household income spent on energy costs; calculated by dividing the average housing energy cost by the average annual household income.

(8) "**Energy efficiency**" means measures that target efficient energy consumer behavior, equipment or devices and result in a decrease in energy consumption without reducing the amount or quality of energy services, including health and safety measures that use efficient equipment or devices to improve indoor air or drinking water quality.

(9) "**Low-income person**" means an individual, couple or family whose annual household adjusted gross income, as defined in Section 62 of the federal Internal Revenue Code of 1986, as that section may be amended or renumbered, does not exceed 200 percent of the federal poverty level.

(10) "**Residential housing**" means:

(a) a building, structure or portion thereof that is primarily occupied or designed for or intended primarily for occupancy as a residence by one or more households, including congregate housing, manufactured homes and other facilities; or

(b) real property that is offered for sale or lease for the construction or location on that real property of a building, structure or portion thereof that is intended primarily for occupancy as a residence by one or more households.

(11) **"Underserved community"** or **"disadvantaged community"** means an area in the state, including a county, municipality or neighborhood, or subset of an area, where:

(a) the median adjusted gross income, as defined in Section 62 of the Internal Revenue Code of 1986, as that section may be amended or renumbered, does not exceed two hundred percent of the federal poverty level; or

(b) there is a high energy burden or limited access to energy efficiency services as determined by Department rule.

SECTION 6. GENERAL REQUIREMENTS/TERMS AND CONDITIONS

Santa Fe County agrees to the terms and conditions detailed within proposed General Services Agreement No. 25-521-0300-0140, is attached hereto as Exhibit A, between the State of New Mexico Energy, Minerals and Natural Resources Department, and the County of Santa Fe.

SECTION 7. DISCRIMINATION PROHIBITED.

The development, construction, occupancy and operation of a CEED Program or a CEED Program project financed or assisted under the act and this chapter shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity, and Santa Fe County shall

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require compliance by all qualifying grantees with all applicable federal and state laws and regulations relating to affirmative action, nondiscrimination and equal opportunity.

SECTION 8. ADMINISTRATION

Santa Fe County shall administer any CEED Program project in accordance with provisions of the act, the rule, this chapter, any applicable state and federal laws and regulations as each of which may be amended or supplemented from time-to-time. Santa Fe County, in establishing, funding and administering the CEED Program and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound.

SECTION 9. TERMINATION

The Santa Fe County Commission may repeal this chapter and terminate Santa Fe County's CEED Program and any or all contracts undertaken in its authority. Termination shall be by ordinance at a public hearing or in accordance with the terms of the contract. If an ordinance or a contract is repealed or terminated, all contract provisions of the contract regarding termination shall be satisfied.

SECTION 10. SEVERABILITY.

If a provision of this Ordinance or its application to any person or circumstance is held by a court of competent jurisdiction to be invalid, the invalidity does not affect other provisions or

applications of the Ordinance that can be given effect without the invalid provision or application, and to this end, the provisions of the Ordinance are severable.

SECTION 11. EFFECTIVE DATE.

The effective date of this Ordinance shall be thirty (30) days after this Ordinance is recorded with the County Clerk.

PASSED, APPROVED AND ADOPTED ON THIS 24 DAY OF June, 2025.

SANTA FE COUNTY
THE BOARD OF COUNTY COMMISSIONERS

By: _____
Camilla Bustamante, Chair

ATTEST:

_____
Katharine E. Clark
Santa Fe County Clerk

Approved as to Form:

_____
Walker Boyd
Santa Fe County Attorney

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COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

BCC ORDINANCE
PAGES: 20

I Hereby Certify That This Instrument Was Filed for Record On The 26TH Day Of June, 2025 at 03:09:21 PM And Was Duly Recorded as Instrument # 2061579 Of The Records Of Santa Fe County

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

STATE OF NEW MEXICO
GOVERNMENTAL SERVICES AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT,
AND
COUNTY OF SANTA FE

THIS GOVERNMENTAL SERVICES AGREEMENT (Agreement) is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Energy Conservation and Management Division (ECAM), and County of Santa Fe (Entity).

THE PARTIES MUTUALLY AGREE:

1. **Scope of Work**: Entity shall:

A. Plan, manage and implement a Community Energy Efficiency Development (CEED) Program Project (Project) in accordance with the New Mexico Community Energy Efficiency Development Block Grant Act and the application materials approved by ECAM attached hereto and incorporated by reference as Attachment 1.

B. Provide targeted energy efficiency and conservation improvements to residential housing units for underserved communities in New Mexico. The geographic location of the households served will be within the County of Santa Fe. The Entity shall effectuate the goals of the CEED Program for residential buildings in underserved communities, including reducing energy consumption; reducing energy-related operating costs; reducing the carbon intensity of energy consumption; or a combination thereof.

C. Implement Energy Conservation Measure (ECM) improvements outlined in Attachment 2 hereto. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities.

1) Entity shall obtain the approval of ECAM for the installation of ECM improvements or appliances not specified in Attachment 2.

2) Entity is required to document all measure installations and any potential Health and Safety (H&S) findings. ECAM recognizes it may not be possible to catalog all potential H&S issues. Should H&S concerns not enumerated in Attachment 2 be identified, it is the Entity's responsibility to notify ECAM of the problem and obtain directions from ECAM on how to proceed before any work commences. Failure to adhere to this requirement may result in disallowed costs for the Entity and potential liability for any subcontractor.

3) The maximum average allowable ECM improvement cost per residential housing unit is $16,000.00, but Entity may seek ECAM approval for variances to the maximum average allowable per-unit cost.

5) Entity may apply for variances pursuant to Section 19.1.10.20 NMAC. Should the Entity elect to undertake activities or change locations prior to written authorization from ECAM, the Entity does so at risk of not receiving funding.

6) Outreach/marketing activities must be directly related to the CEED Program and educational activities must be targeted and specific to the residential unit or building.

7) Training and Certifications costs must apply directly to CEED Program activities. Staff time spent on CEED Program projects should be accounted for accurately, with costs claimed being the costs incurred.

8) Entity shall also comply with requirements specified in Attachment 3, Special Terms and Conditions.

9) Prepare, review, certify, and submit reimbursement requests as outlined below, in the form and content specified by ECAM.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work. The total amount payable to Entity under this Agreement shall not exceed eight hundred thirty-five thousand dollars ($835,000.00), including New Mexico governmental gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and as set forth below:

Deliverable	Maximum Amount Not to Exceed	Invoice Due Date
Submit reimbursement requests for Administrative Costs related to the planning, management and implementation of the CEED Program Project.	$125,250.00	20th day of each month for costs incurred during the previous month
Submit reimbursement requests for costs related to retrofit work and ECM improvements to residential housing units within Santa Fe County.	$709,750.00	20th day of each month for costs incurred during the previous month

This amount is a maximum and not a guarantee that the work assigned to be performed by Entity under this Agreement shall equal the amount stated herein. The parties do not intend for the Entity to continue to provide services without compensation when the total compensation amount is reached. Entity is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Entity be paid for services provided exceeding the total compensation amount without this Agreement being amended in writing prior to those services exceeding the total

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New Mexico unless the Entity has express written authority to do so, and then only within the strict limits of that written authority.

6. **Assignment**: Entity shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

7. **Subcontracting**: Entity shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Entity in relation to a subcontract if Entity does not obtain prior written approval.

A. Any contract shall include all provisions necessary to allow Entity to meet its obligations and requirements under this Agreement and all provisions required by law.

B. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the Per Diem and Mileage Act, NMSA 1978, Section 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

8. **Release**: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

9. **Confidentiality**: Any confidential information provided to or developed by Entity in the performance of this Agreement shall be kept confidential and shall not be made available by Entity to any individual or organization without EMNRD's prior written approval.

10. **Product of Services; Copyright**: All materials developed or acquired by Entity under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Entity produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Entity.

11. **Conflict of Interest; Governmental Conduct Act**: Entity warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Entity certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, Sections 10-16-1 through –18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

12. **Amendment**: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

13. **Merger**: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their

20. **Invalid Term or Condition**: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

21. **Enforcement of Agreement**: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

22. **Notice**: Except as otherwise specified herein, all notices hereunder shall be in writing) and shall be given to the relevant party at its address set forth below, or such other address as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, or by telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

Buildings and Community Program Manager
EMNRD – ECAM
1220 S. St Francis Drive
Santa Fe, NM 87505

General Counsel
EMNRD – Office of the Secretary
1220 S. St Francis Drive
Santa Fe, NM 87505

To County of Santa Fe:

Gregory S. Shaffer
PO Box 276
Santa Fe, NM 87504

To Risk Management Division:

Risk Management Division
General Services Department
P.O. Drawer 26100
Santa Fe, NM 87502-0110

23. **Authority**: If Entity is other than a natural person, the individual(s) signing this Agreement on behalf of Entity represent and warrant that the individual has the power and authority to bind Entity, and that no further action, resolution, or approval from Entity or any other entity is necessary to enter a binding contract.

24. **Acknowledgment**: Entity shall acknowledge EMNRD as a co-sponsor and funding source in all news releases, programs, proceedings, and related publicity/publications for the project.

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IN WITNESS WHEREOF, the parties hereto have herein below executed this Agreement.

STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT

By: _____ Date: _____
Cabinet Secretary or Designee

COUNTY OF SANTA FE

By: _____ Date: _____
Authorized Representative Signature

_____
Printed Name and Title

Project Purpose:	The proposed project targets the adoption of energy efficient consumer behavior, equipment, or devices resulting in reduced energy consumption without impacting the amount or quality of energy services.
Project Purpose: Check all that apply to the proposed project:	energy-efficient devices health and safety measures equipment or electrification upgrades energy-efficient equipment
Which of the following CEED Program Project Goals does the proposed project serve? Check all that apply:	reduce energy consumption reduce energy-related operating costs reduce the carbon intensity of energy consumption
Scope of Work:	The scope of work for this project proposal includes performing energy efficiency retrofits on approximately 42 low-income households located across unincorporated Santa Fe County. Eligible low-income households will be primarily selected from applicants to the ongoing Santa Fe County HREE program. Applicants will be referred to a Program Administrator who will prioritize households based on a vulnerability index and determine eligibility. Energy audits will be conducted for each household before and after project completion and energy efficiency improvements will be selected based on household need and ownership structure. Improvements will be implemented by energy efficiency and rehab experienced community partners, contractors and service providers. Utilizing National Renewable Energy Laboratory (NREL) ResStock data and the findings of energy audits, efficiency improvements will be selected to maximize energy savings and return on investment and include the following: HVAC Upgrades - Replacement of electric and propane furnaces with high efficiency heat pumps - Smart thermostat installation Enclosure Upgrades - 2021 IECC required Air sealing - to include Energy Star Windows and Door replacements as needed - 2021 IECC required Drill-and-fill wall cavity insulation - 2021 IECC required insulation - Duct sealing & insulating It is estimated that an average of $16,000 will be spent for each of the 42 participating households resulting in estimated average annual utility savings of $340. Santa Fe County will leverage up to an additional $1,995,000 of existing GRT funding to further energy efficiency improvements and address critical building system repairs. This funding will be utilized to accomplish household repairs outside the scope this project and to ensure the efficacy of energy efficiency improvement actions.
Describe any additional benefits not described above that should be factored into the evaluation of this application.	Successful project implementation has the potential to lead to positive health outcomes and increase numerous measures of resiliency at both the individual and community level. Energy efficiency upgrades have been linked to improvements in physical and mental health including reduced symptoms of respiratory and cardiovascular conditions, borderline anxiety and depression, allergies and reduced healthcare costs. A 2008 study by Sheffield Hallam University found energy efficiency improvements similar to those detailed within this project could lead to average increases in life expectancy of 10 days for men and 7 days for women. Multiplied across the estimated 82 beneficiaries of this project, implementation has the possibility to save over 1.9 life years across Santa Fe County. Additionally, by increasing insulation and the availability of air conditioning through heat pump retrofits, this project has the potential to reduce the health impacts of extreme heat. Within Santa Fe County average temperatures are anticipated to increase by over 6° F by 2050 with an additional 7 extreme heat days anticipated by midcentury. At a community level, the energy efficiency improvements and potential PV installations detailed within this project are estimated to lead to an estimated reduction of 47 MT of C02e and a 32% reduction in energy use. If implemented, this project will enhance the ongoing work of partners CONNECT, and other contract service

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How will the project meet these objectives, and how will this impact be measured?	Santa Fe County will assure CEED Program objectives are met through the establishment of multiple checks and balances at the County, community partner and service partner level, the development of defined roles and responsibilities, and the establishment of clear metrics for success. To ensure all project activities are directed towards eligible low-income households with identified energy burdens, Santa Fe County will engage a Program Administrator in the household selection and certification process. Program administrator Homewise has extensive experience working with underserved communities throughout Santa Fe County and currently manages similar projects for the City of Albuquerque and Rio Rancho. The Program Administrator will aggregate relevant service requests by type and collect self-reported household income and address information to screen potential participant households. Household eligibility will be further confirmed and certified by the Program Administrator who will request documentation providing proof of occupancy and income. To ensure energy consumption and energy-related operating cost goals are met, Santa Fe County staff will regularly review household level scopes of work which will be developed following the results of energy audits and in conjunction with service partners. The Program Administrator and proposed service partners have extensive experience completing home rehabilitation and energy efficiency projects. Their expertise will be utilized to prioritize and execute project activities ensuring proposed actions meet cost, timeline and energy efficiency goals. Furthermore, energy audits will be conducted before and after project close out providing additional confirmation that project activities have been completed and are producing anticipated reductions in energy use. To ensure all project activities conform with the scope of work, the Program Administrator will work in concert with Santa Fe County staff to provide regular progress reports, approve scopes of work and energy audits at project initiation and review completed projects for conformance. Santa Fe County Sustainability staff will further review each project at close out, utilizing energy audit data and progress reports to ensure conformance as well as conduct quarterly audits.
Describe Applicant's plan to engage community partners, service providers, and participant households in the project.	This application was developed in close collaboration with community partner CONNECT and input from community service providers, such as Habitat for Humanity, Mesa to Mesa, and Homewise. These organizations are experienced providers of energy efficiency upgrades as well as rehab services with long standing commitments to providing low income households with energy efficiency and rehab services, and are in support of the proposed program as evidenced in the attached letters of support. During the course of the grant timeline, Santa Fe County will establish regular meetings with partners and providers. Each participating organization has a defined role within the program and will regularly communicate with each other and with County staff. The Program Administrator will collaborate County Housing staff to identify participant households and will coordinate with service providers and the County to ensure projects meet established timelines and metrics. The County has procured Program Administrator Homewise in accordance with County policies and procedures. Project activities will be completed by selected service providers and contractors. During the course of the project the Program Administrator may solicit additional contractor services depending on service provider capacity. Engagement of participant low-income households will be conducted primarily by County Housing staff through the HREE program with support from all participating organizations. As new households request assistance during the project, the Program Administrator will evaluate their needs. If the household is deemed a suitable match, the Program Administrator will notifying County Affordable Housing and Sustainability Division staff of the household inquiry, address, contact information, and potential for participation. Additional outreach will be conducted by Santa Fe County Sustainability and Affordable Housing staff, who will develop written outreach materials for distribution through County and service provider/partner websites, newsletters and social networks.

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	○ Dollars ○ Kilowatt-hours (kWh) of electricity ○ Therms of natural gas ○ Gallons of fuel oil ○ Therms of propane ○ Gallons of water ○ Gallons of kerosene ○ Tons of wood • Energy Management Systems Installed: Track the number of energy management systems installed in residential units. • Water Conservation Retrofits: Measure the number of water conservation retrofits completed. • Fuel Switching: Track the number of buildings where the primary fuel type is switched to a more efficient or cleaner fuel source. • Realized Reduction in Consumption: Measure the actual reduction in consumption for various energy sources (electricity, fuel oil, natural gas, propane, kerosene, wood). II. Energy Audits • Energy Audits Performed: Track the number of energy audits conducted for residential units. • Square Footage of Buildings Audited: Measure the total square footage of buildings that undergo energy audits. III. Training and Education/Technical Assistance • Education, Outreach, and Training: Track the number of workshops, training sessions, and education sessions held and the number of participants. • Staff Hired: Measure the number of full-time equivalent (FTE) energy management staff and subrecipient staff hired. • Information Contacts: Track the number of information connections where energy efficiency or renewable energy measures were recommended. IV. Community and Stakeholder Engagement • Community Engagement Events: Track the number of community engagement events held (both virtual and in-person). • Community Members Engaged: Measure the total number of community members or stakeholders engaged in the grant program, including those from underserved communities. V. Participant Data • Participant eligibility criteria • Participant demographic data • Energy consumption data: including the measurement and tracking of electricity, natural gas and propane consumption • Utility bill costs: and associated energy-related operating costs] Primary project metrics mirror the goals of the CEED program specifically tracking and quantifying reductions in energy consumption and associated reductions in energy-related operating costs. Specific project metrics include the measurement and tracking of electricity, natural gas and propane consumption, as well as utility costs prior to and following energy efficiency improvements and energy audit data. These metrics will provide accurate measures of energy consumption and cost reductions as a result of energy efficiency improvements aligning with CEED and project objectives. Additional project metrics include the number of requests for assistance through the County HREE program, the number improvements completed, the number of households retrofitted, improvement cost calculation for equipment, household and total project. These metrics will be utilized to ensure project activities meet budget and timing constraints and will allow for the quantification

	February 2025: Project funding received. Program Administrator begins reviewing previously selected HREE households for CEED grant funding. Santa Fe County staff and community/service partners have begun outreach activities. March 2025: First participating households have been identified and reviewed by County staff. The Program Administrator will begin energy audits on first target households. April 2025: First energy audits have been reviewed by the Program Administrator and service partners, specific energy efficiency upgrades have been identified and funding has been released. May 2025: Service providers have initiated energy efficiency upgrade projects at first selected households. June 2025: First projects are completed. Santa Fe County Sustainability staff begins to spot check completed energy efficiency upgrades. December 2025: 13 efficiency upgrade projects have been completed and reviewed (31% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. July 2026: 20 energy efficiency upgrade projects have been completed (51% of total.) December 2026: 27 energy efficiency upgrade projects have been completed (65% of total.) Santa Fe County staff have compiled a YTD review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. December 2027: All 42 energy efficiency projects have been completed (100% of total.) Santa Fe County staff have compiled final review of project impacts related to energy consumption and energy-related operating cost reductions and community impacts. Final report submitted to EMNRD.
Describe Applicant's work plan detailing how tasks will be executed within the allotted timeframe and by which members of the project team.	To ensure tasks are completed on time and the energy efficiency and savings goals of the project are met, the project employs a 6-step process detailed below. Step 1: Outreach and Household Identification: Santa Fe County Housing Authority have begun household eligibility and criteria screening as part of the adjacent HREE program. To date the County has received over 100 requests for home rehabilitation and energy efficiency assistance. Following project initiation, the Program Administrator will evaluate all applications for completeness, conduct AMI screening, confirm household interest, ownership status, property tax liability and location within the project region. The Program Administrator will notify the County of all program-eligible applicants. If required, Santa Fe County staff will undertake additional outreach efforts during the course of the project to ensure eligible households are identified with a specific emphasis on target communities. Step 2: Household Prioritization and Certification: Following the identification of potential participant households, the Program Administrator will rank eligible households utilizing a vulnerability index to prioritize immediate home rehabilitation and energy security needs. Top ranking households will be selected for participation. Step 3: Scope of Work Development and Initiation: After the identification of participating households, the Program Administrator will contract a home inspection and energy audit. Following audit completion, the Program Administrator will develop a scope of work for each household incorporating energy audit findings and allowable measures to provide a reduction in utility

ATTACHMENT 2: Energy Conservation Measure Improvements

Energy Conservation Measure (ECM) improvements will target the adoption of energy-efficient consumer behavior, equipment, or devices that result in a decrease in energy consumption without reducing the amount or quality of energy services. This includes health and safety (H&S) measures, including those that use efficient equipment or devices to improve indoor air or drinking water quality, and equipment or electrification upgrades. The ECM improvements shall not cause an energy bill or cost increase in relation to the total cost a household spends on utilities. The following provisions are included to ensure the successful execution of projects.

A. Entity shall implement ECMs in an order that prioritizes greatest savings (*e.g.* sealing the building envelope prior to heat pump installation). Entity shall follow the U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) guidelines regarding prioritizing measures (air sealing, duct sealing outside the thermal boundary, and thermal boundary insulation [attic, wall, floor or belly, foundation, sill, etc.]) and installing in order of savings to investment Ratio (SIR) the ECMs and related H&S and incidental repairs measures (SIR calculation = (Annual $ savings x Expected Usage Lifetime (EUL)) ÷ (Initial $ cost). EUL durations can be found at: https://www.energy.gov/sites/default/files/2023-03/WPN%2023-06%20Revised%20Energy%20Audit%20Procedures%20Attachments.pdf (*see also*: Attachment 2, Subpart A: Allowable Default ECM Lifetimes).

B. ECM improvements for residential housing units may include, but are not limited to: envelope upgrades; air sealing; duct sealing; insulation installation; EnergyStar windows ; EnergyStar doors; LED lighting; water tank insulation and water heater pipe insulation;

1) cleaning, repair or replacement of heating and cooling systems;
   i. Heating systems
      a. Replacement or installation of secondary heating systems are not allowed.
      b. Use proper sizing protocols according to Manual J, State approved sizing protocols, NEAT/MHEA outputs, etc.
      c. High efficiency air source heat pumps. (Cold climate rated units as appropriate for climate zone).
   ii. Cooling systems
      a. Replacement or installation of secondary cooling systems are not allowed.
   iii. Ensure no bill increase
      a. Replace existing electric units or fuel switch from propane

2) prioritized appliance repair or replacement:
   i. Clean or repair baseload appliances/fixtures, as well as (in no particular order);
   ii. High efficiency heat pump water heaters,
      a. Household should have a minimum of 3 persons.
      b. New units should have an EF of 3.0 or higher.
      c. Replace only electric resistance water heaters.
      d. Cost is limited to $1,750.

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xvi. Ventilation and indoor air quality
xvii. Window and door replacement, window guards
a. Storm windows
b. Window coverings
1. Purchase of new window guards not allowed

C. ECM improvements do not include installations of new roofs or photovoltaic solar (the CEED Program follows the DOE Weatherization Assistance Program determination that roof replacements and repairs are not energy saving measures (https://www.energy.gov/sites/prod/files/2019/09/f66/WPN-19-5.pdf)). Electrical fuse box/panel upgrades or installations are not included unless accompanied by an approved priority appliance installation. ECM improvements do not include replacement of functional, new (purchased within the last 10 years) appliances.

D. All ECMs and replacement units must meet safety guidelines. Under no circumstance should retrofit work that would exacerbate health and safety problems, for either the occupant or the worker, proceed.
1) All applicable State and local (or Authorities Having Jurisdiction (AHJ)) codes must be followed, and manufacturer approved materials and instructions must be used while installing any ECM.
i. Workers shall know when the AHJ requires a licensed professional to perform a certain task.

E. Replacement appliances shall comply with the minimum standards of energy efficiency for major appliances established by the National Appliance Energy Conservation Act (NAECA) of 1987.
1) Disposal according to applicable State and Federal laws, as appropriate. For Entities that contract out replacement and disposal to third-party contractors, Entities are responsible for obtaining assurances from the third-party contractor that these items were disposed of according to applicable State and Federal laws, as appropriate.

F. All activities carried out with CEED Program funding must meet the objectives of the program (in addition to meeting the list of eligible activities specified above) ensuring energy bill totals do not increase and ensuring cost limitations are followed. Beneficial electrification or fuel switching measures may be installed as part of the retrofit process but must follow those parameters.

G. The term 'retrofit' is used as 'rehabilitation' implies improvements beyond the scope of an energy efficiency program. Unallowable rehabilitation activities include but are not limited to: creating additions or accessory units, changing floor plans, finishing attics and basements, repairing or replacing plumbing or electrical systems, completing kitchen and bathroom remodeling, renovating or constructing a garage, or installing new roofing/gutters/siding/etc., or major roof repairs.

22	Doors and Windows	Window shading: awning	10
23	Doors and Windows	Sun screen: fabric or screen	10
24	Doors and Windows	Sun screen: louvered	15
25	Doors and Windows	Window film	15
26	HVAC Systems	Thermal vent damper	10
27	HVAC Systems	Electric vent damper	10
28	HVAC Systems	Intermittent Ignition Device (IID)	10
29	HVAC Systems	Electric vent damper and IID	10
30	HVAC Systems	Flame retention burner	10
31	HVAC Systems	Heating system tune up	3
32	HVAC Systems	Heating system replacement: fossil fuel fired furnaces and boilers, standard and condensing	20
33	HVAC Systems	Heating system replacement: all other heating systems except heat pumps	18
34	HVAC Systems	Smart/programmable thermostat	15
35	HVAC Systems	Air conditioner tune up	3
36	HVAC Systems	Air conditioner replacement	18
37	HVAC Systems	Evaporative cooler	15
38	HVAC Systems	Heat pump replacement	15
39	Baseloads	Lighting retrofit: fluorescent and compact fluorescent	*(Note 1)*
40	Baseloads	Lighting retrofit: LED	*(Note 2)*
41	Baseloads	Lighting retrofit: halogen	*(Note 3)*
42	Baseloads	Refrigerator replacement	18
43	Baseloads	Water heater tank insulation	13
44	Baseloads	Water heater pipe insulation	13
45	Baseloads	Low flow showerhead	15
46	Baseloads	Water heater replacement	13
47	Baseloads	Water heater setpoint reduction	13
48	Solar	Solar PV installations	20

Notes

- *1. 10,000 hours*
- *2. 30,000 hours*
- *3. 4,000 hours*

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involving a related organization.
The Entity must disclose in writing any potential or actual organizational conflict of interest to ECAM. The Entity must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe.

A. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
B. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest.

7. **Financial Conflicts of Interest**: The Entity must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan.

8. **Penalties**: Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:

A. temporary withholding of payments until Entity takes corrective action;
B. dis allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
C. suspension or termination of the grant in part or in its entirety;
D. debarment or suspension of the Entity;
E. withholding of further funds from EMNRD; or
F. any and all other legal remedies.

9. **Fraud, Waste and Abuse**: The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above.

10. **Prevailing Wage Requirements**: This award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.

A. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.