

**SERVICE AGREEMENT
BETWEEN SANTA FE COUNTY AND
HOMEWISE, INC.**

This Agreement is entered into this 16th day of October 2025, between **Santa Fe County**, a political subdivision of the state of New Mexico (the "County"), and **Homewise, Inc.**, 1301 Siler Rd., Bldg. D, Santa Fe, NM 87507 (the "Administrator").

Background

WHEREAS, pursuant to NMSA 1978, Section 13-1-112, competitive, sealed proposals were solicited by a formal RFPs by No. 2025-0055-CDD/TJ to procure these services; and

WHEREAS, the County requires a community-based organization to administer the Santa Fe County Home Rehabilitation Energy Efficiency (HREE) and Community Energy Efficiency Development (CEED) programs to provide home rehabilitation and energy efficient improvements for low to moderate income County residents; and

WHEREAS, based upon the evaluation criteria in the RFP for selecting the most qualified offeror, the County has determined the Administrator as the most responsive and highly rated offeror; and

WHEREAS, the County requires the services of the Administrator, and the Administrator is qualified and willing to provide the services and both parties wish to enter into this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. ADMINISTRATOR'S SERVICES

Attached are Santa Fe Resolution No. 2024-062 and Santa Fe County Ordinance No. 2025-01 (see Attachments A and B) for the Administrator's reference in performing the services under this Agreement and administering the CEED and HREE programs. The Administrator's Services are as follows:

A. Household Eligibility and Application Assessment

- 1) Utilize the Neighborly Software for processing applications and document collection. Evaluate applicants for completeness using basic household demographic information, supporting income documentation, and self-reported household conditions.
- 2) Deny applications that do not meet program criteria, request additional information for incomplete applications, and notify the County of all program-eligible applicants. Program criteria include:
 - i. Area Median Income (AMI) cannot exceed 100% for any projects projected to draw down project funds.

- ii. Property must be owned by applicant.
- iii. Property must be applicant’s primary residence; Administrator will refer landlords seeking to make upgrades drawing on CEED and/or HREE capital.
- iv. Property must be located within the project region.
- v. Administrator will not proceed with work on any project unless the applicant’s property tax bill is current.

B. Participant Ranking and Prioritization

- 1) Rank eligible households that have been preapproved and referred by the County using a Vulnerability Index to determine the order of project deployment. The prioritization of applicants will be determined by utilizing a vulnerability index/point scale. Below is the point scale being used:

Key:	Points:
AMI under 65%	1
Age 62 or over	1
Children in HH under 18	1
More than two children under 18	1
Disabled individuals	1
Health or safety issues that meet thresholds	1

Should there be multiple applicants who receive the same number of points, priority will be established by AMI where the lowest AMI household gets the highest priority.

C. Coordination of Home Assessments and Energy Audits

- 1) Conduct home assessments/energy audits (referred to as Energywise Roadmaps) for all eligible applicants, to be completed by either Administrator Energy Coach or a third-party inspector. Where feasible, Administrator will encourage the inclusion of energy auditor trainees or apprentices through the New Mexico Home Energy Audit Train (NM HEAT) program in home assessment activities. The Energywise Roadmap notes the condition of the home and lists the energy-efficiency improvements needed to provide a reduction in housing costs though long-term decreases in utility expenses. Prior to conducting the home assessment, Administrator may inquire and/or verify the eligible applicant’s homeowner’s insurance status and refer those applicants who do not meet the requirements back to the County.

D. Development of Household Level Scopes of Work

- 1) Work with the homeowner to develop a scope of work that includes both proposed energy efficiencies measures identified in the Energywise Roadmap and associated funding sources (HREE, CEED, rebates, tax credits, etc.). Administrator will work with the homeowner to prioritize interventions that address long term livability, mitigate substandard living condition, connect to utilities, allow for equitable access to current occupants based on disability status, and/or provide a reduction in housing costs through longer-term decreases in utility expenses.
- 2) Identify and integrate all applicable Home Energy Rebates (HER) and Home Electrification Appliance Rebates (HEAR), as to make client aware of potential state and federal tax credit opportunities, and blend CEED and HREE capital to address as much of the scope of work as possible.
- 3) Identify the source of capital for each proposed activity to adhere to all CEED and HREE program requirements including approved activities and intervention specific funding caps as documented within GSA 25-521-0300-0140 (see Attachment C: Energy Conservation Measure Improvements).
- 4) Where the Energywise Roadmap indicates the presence of residential hazards like mold, asbestos, lead-based paint or ground water contaminants Administrator will notify the County. The Administrator's Services under this Agreement do not include hazard mitigation.

E. Subcontractor Solicitations, Reviews and Approval of Bids

- 1) For all projects Administrator will develop a list of qualified contractors approved by the County, preferably from the Statewide Price Agreement No. 30-00000-23-00070 (Attachment D). The Administrator will provide the list to the homeowner, who will solicit bids directly; Administrator will provide assistance with this process if the homeowner prefers. The contractors will submit bids based on the scope of work to the Administrator and homeowner indicating specific measures and associated costs. The Administrator will review bids with the homeowner to refine bids to meet funding and energy constraints in selecting a contractor. Administrator will provide the County with copies of all bids received. Finalizing the approved bid will include signatures from the Administrator, contractor and homeowner.

F. Project Funding

- 1) Provide the County with the final bid prior to the commencement of each project. Upon final approval, the County will provide Administrator with a loan packet for each homeowner, which must be signed before any work begins.
- 2) The County will hold the lien for each loan originated under this program. The County will record the mortgage and note for each project. The County is responsible for all post-funding compliance.

G. Administrator Coordination and Management of Contractors

- 1) During construction the Administrator will request and manage status updates from the contractors and notify the County of any issues or request change orders. Administrator will convey to the contractors the requirement in Section 10 below (Release), that any receipt of payment due to a contractor serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.
- 2) Contractors will be required to maintain detailed project records and provide a quarterly report to the County, including without limitation the number of completed and in-process projects total CEED and HREE capital and demographics of households. Contractors will provide, as requested by the County, approved scopes of work and Energywise Roadmaps for specific households.
- 3) At completion, Administrator will conduct a final walkthrough, confirm all tasks outlined within the scope of work have been completed, and collect a certificate of completion signed by the client, contractor, and Administrator. Contractors will sign lien waivers upon receiving final payment. For CEED project following the completion of projection the Administrator will schedule and contract a second energy audit to validate project actions and efficiency improvements.
- 4) After Administrator has collected the Certificate of Completion, signed by both homeowner and contractor, Administrator will provide the certificate to the County. The County will issue payment directly to the contractor.

2. ADDITIONAL SERVICES

A. The parties agree that all tasks in Section 1 (Administrator's Services) will be completed to the County's satisfaction and for the amount stated in Section 3 (Compensation, Invoicing and Set-off).

B. The County may request changes in the Administrator's Services. Any changes to the Administrator's services must be made by written amendment.

C. The County may require Administrator to expand its services to include other departments and divisions of Santa Fe County.

3. COMPENSATION, INVOICING AND SET-OFF

A. The County shall pay the Administrator according to the following terms:

- 1) The total compensation payable to the Administrator for the term of this Agreement will not exceed **\$424,500.00**, *exclusive* of NM GRT.
- 2) The amount is a maximum and not a guarantee that the services and work assigned to be performed by the Administrator under this Agreement shall equal the amount stated herein. The parties do not intend for the Administrator to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Administrator when the services provided under this Agreement reach the total compensation amount. In no event will the Administrator amount without this Agreement being amended in writing.

B. The Administrator must submit a written request for payment to the County when payment is due. Upon the County's receipt of the written request, the County will issue a written certification of complete or partial acceptance or rejection of the services for which payment is sought. The County will not make payment until the County issues a written certification accepting the services.

- 1) The County's representative for certification of acceptance or rejection of services is Denise Benavidez, Deputy Community Development Director, (505) 986-6264, e-mail debenavidez@santafecountynm.gov, or other individual as may be designated by the County.
- 2) Within 30 days of the issuance of the certification accepting the services, the County will make payment for the services. If the County does not issue payment for accepted services within 30 days

of the certification by the County, the County will pay a late payment fee of 1.5% per month until the amount due is paid in full.

C. If the Administrator breaches this Agreement, the County may, without penalty, withhold payments due the Administrator for the purpose of set-off until the County determines the exact amount of damages it suffered as a result of the breach.

D. The County's payment to Administrator will not foreclose the County's right to recover excessive or illegal payment.

4. EFFECTIVE DATE AND TERM

A. This Agreement will become effective on the date of last signature by the parties and will terminate one year from the date of last signature, unless earlier terminated under section 5 (Termination) or 6 (Appropriations and Authorizations). After the initial term the parties may agree to extend the term in one-year increments for a maximum of four years.

5. TERMINATION

A. Termination for Cause. Either party may terminate this Agreement based upon a breach by the other party. The non-breaching party must give the breaching party written notice of termination stating the specific grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice, during which time the breaching party may cure the breach. If the breach cannot with due diligence be cured within 30 days, the breaching party will have a reasonable time to cure the breach, provided that, within the 30-day period, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may terminate this Agreement at any time for any reason or no reason, by giving the Administrator written notice of termination. The notice must state the effective date of termination, which must not be less than 15 days from the Administrator's receipt of the notice. The County will pay the Administrator for acceptable services performed before the effective date of termination. The County will not be liable for any services performed by the Administrator after the date of termination.

6. APPROPRIATIONS AND AUTHORIZATIONS

The County's performance of the obligations under this Agreement is contingent upon sufficient appropriations and authorizations by the Board of County Commissioners of Santa Fe County, and if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and/ or authorizations are not made in this or future fiscal years, this Agreement must terminate upon written notice by the County to the Administrator. A termination for non-appropriations or lack of authority will be without penalty to the County, and the County will not be required to reimburse the Administrator for expenditures made in the performance of this Agreement. The County is not committed to the expenditure of any funds until such time as they are programmed,

budgeted, encumbered and approved for expenditure by the County. The County's decision regarding appropriations and authorization will be final and will not be subject to challenge by the Administrator in any way, or forum, including a lawsuit.

7. INDEPENDENT ADMINISTRATOR

The parties intend that the Administrator and its agents and employees will be independent Administrators and not employees or agents of the County. Accordingly, the Administrator and its agents and employees will not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to County employees. Except as may be authorized in this Agreement, the Administrator has no authority to bind, represent, or otherwise act on behalf of the County.

8. ASSIGNMENT AND SUBCONTRACTING BY THE ADMINISTRATOR

A. The Administrator must not assign or transfer any interest in this Agreement or assign any claims for money due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer in violation of this Agreement will be void.

B. The Administrator must not subcontract or delegate any portion of the services without the advance written approval of the County. Any attempted subcontract or delegation by the Administrator to a non-party in violation of this Agreement will be void.

9. ADMINISTRATOR'S PERSONNEL

A. The services in section 1 (Administrator's Services) must be performed by the Administrator or under its supervision.

B. The Administrator states that it has, or will secure at the Administrator's expense, all personnel required to perform the services and obligations under this Agreement. Such personnel must not be employees of or have any contractual relationship with the County, and must be qualified and licensed by federal, state and local law to perform the services.

10. RELEASE

The Administrator's receipt of payments due under this Agreement serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement. The contractors' receipt of any payments due under this Agreement also serves as a release of the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from this Agreement.

11. CONFIDENTIALITY

Any confidential information provided to or developed by the Administrator in the performance of this Agreement will be kept confidential and will not be made available to any individual or organization by the Administrator without the prior written approval of the County.

12. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Administrator acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County will own any such copyright.

13. CONFLICT OF INTEREST

The Administrator states that it does not have any interest that would conflict in any manner with the performance of the services and obligations under this Agreement.

14. AMENDMENT

This Agreement may not be modified, altered, changed, or amended orally. To be valid any amendment to this Agreement must be in writing signed by the parties.

15. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements and understandings between the parties and all agreements and understandings are merged into this Agreement. No prior or contemporaneous agreements or understandings, verbal or otherwise, of the parties will be valid or enforceable unless embodied in this Agreement.

16. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Administrator agrees to abide by federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. The Administrator must not discriminate against any person with regard to employment with the

Administrator or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Administrator acknowledges that failure to comply with this section will constitute a breach of this Agreement.

18. GOVERNING LAW

A. The Administrator will comply with all applicable laws, ordinances, and regulations, including Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

B. This Agreement will be construed in accordance the laws of the State of New Mexico without regard to its choice of law rules. The Administrator acknowledges that the exclusive forum for any litigation related to this Agreement will be state district courts of New Mexico, located in Santa Fe County.

19. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Administrator agrees to (i) maintain such books and records for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Administrator also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

20. INDEMNIFICATION

A. The Administrator shall indemnify the County and its elected officials, agents, and employees from any liabilities, damages, demands, suits, costs or expenses, including court costs and legal fees, resulting from the Administrator's performance or non-performance of its obligations under this Agreement.

B. The County may control and participate in the defense of any demand, suit, or cause of action that relate to the County. No matter will be settled without the County's consent. Consent must not be unreasonably withheld.

C. The Administrator's obligations under this indemnification section will not be limited by the terms of the insurance policy the Administrator is required to maintain under this Agreement.

21. SEVERABILITY

If any provision of this Agreement is held invalid or non-enforceable by a court of competent jurisdiction, other provisions will not be affected and will remain valid and enforceable.

22. NOTICE

Notice required to be given to either party must be in writing and delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, to:

The County: Santa Fe County Community Development Department
Attn: Denise Benavidez, Deputy Community Development Director
240 Grant Avenue
Santa Fe, New Mexico 87501-2061

The Administrator: Homewise, Inc.
Attn: Johanna Gilligan, Chief External Affairs Officer
1301 Siler Rd, Bldg D
Santa Fe, New Mexico 87507

23. ADMINISTRATOR REPRESENTATIONS

The Administrator represents that:

A. This Agreement is duly authorized by the Administrator, the person signing this Agreement has authority to do so, and, once signed by the Administrator, this Agreement will constitute a binding obligation of the Administrator.

B. The terms of this Agreement do not conflict with Administrator's corporate agreement or any statement that may be filed with the New Mexico Secretary of State.

C. The Administrator is legally registered and is properly licensed by the State of New Mexico to provide the services and will maintain such registration and licensure for the term of this Agreement.

24. FAX OR ELECTRONIC SIGNATURE

A fax or electronic signature will have the same force and effect as an original signature.

25. NO THIRD PARTY BENEFICIARIES

The parties do not intend by this Agreement to create any rights in any non-parties.

26. ADMINISTRATOR'S INSURANCE

A. General. The Administrator must submit evidence of insurance as is required in this section. The Contactor's policies of insurance must be written by a company authorized to provide insurance in the state of New Mexico.

B. Liability Insurance, Including Automobile. The Administrator must maintain a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance will include coverage for all services for work performed for the County by the Administrator; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. Santa Fe County must be named additional insured on the Administrator's policy.

C. Workers' Compensation Insurance. Administrator will comply with the provisions of the Workers' Compensation Act.

D. Errors and Omissions. Administrator must procure and maintain during the term of this Agreement professional liability (errors and omissions) insurance with policy limits of not less than \$1,500,000.00 per claim, \$2,500,000.00 per aggregate.

E. Increased Limits. If the Legislature of the State of New Mexico increases the maximum limits of liability under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, the Administrator must increase the maximum limits of any insurance required under this Agreement.

F. Administrator may use a combination of its underlying insurance policies and its excess insurance policies to meet the insurance requirements described above.

27. PERMITS AND FEES

Administrator will procure all permits, licenses, and pay all fees associated with the performance of the services and the Administrator's obligations under this Agreement.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement will modify or waive the sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act.

29. CAMPAIGN CONTRIBUTION DISCLOSURE

The Administrator must complete and submit simultaneous with signing this Agreement, the Santa Fe County Campaign Contribution Disclosure form.

30. SURVIVAL

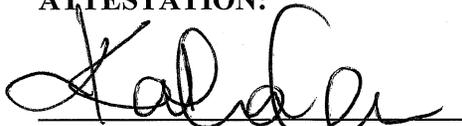
The provisions of the following paragraphs will survive termination of this Agreement: Indemnification, Records and Inspection; Release; Confidentiality; and Choice of Law.

The parties execute this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY:


Camilla Bustamante, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:


Katharine E. Clark
Santa Fe County Clerk

10/14/2025
Date

Approved as to form:

Roberta D. Joe for W.B.
Walker Boyd
Santa Fe County Attorney

9/17/2025
Date

ADMINISTRATOR – HOMEWISE, INC.


Signature

9/18/25
Date