AGREEMENT BETWEEN SANTA FE COUNTY AND OE SOLAR FOR ON-CALL CONSULTING SERVICES

SANTA FE COUNTY
PURCHASING DIVISION
Part A of Two Parts

THIS AGREEMENT is made this _____day of _____, 2026, between Santa Fe County, a political subdivision of the state of New Mexico (the "County"), and **OE Solar,** 1st St. NW Albuquerque, NM 87102 (the "Consultant).

The County:

Gregory S. Shaffer, County Manager
Santa Fe County
102 Grant Avenue
PO Box 276
Santa Fe, New Mexico 87504-0276
Telephone: 505-986-6200

The Consultant:

OE Solar
Theaa Goodwin
Office & Revenue Manager
1300 1st St. NW
Albuquerque, NM 87102
Telephone: 505-738-0900

RECITALS

WHEREAS, the County requires the services of a technical expert related to Battery Energy Storage Systems (BESS), including lithium-ion and other battery storage technologies; and

WHEREAS, pursuant to NMSA 1978, Section 13-1-112 and 13-1-117, and the Santa Fe County Purchasing Regulations and Policy Manual, competitive sealed proposals were solicited through Request for Proposals (RFP) No. 2026-0385-GM/JP, to procure these services; and

WHEREAS, based upon the evaluation criteria stated in the RFP, the County determines that the Consultant is a qualified and responsive offeror to perform these services; and

WHEREAS, the County requires the services of the Consultant, and the Consultant is willing to provide the services.

NOW THERFORE, in consideration of the premises and mutual obligations in this Agreement the parties agree as follows:

1. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to state the terms and conditions on which the Consultant will provide consulting services, on an on-call basis, to the County. During the term of this Agreement the County will determine the projects to be assigned to the Consultant. When assigning a project to the Consultant the County will issue a written project assignment (see Exhibit D). The assignment will include a description of the services that are needed, a project schedule and the Consultant's costs and compensation for completion of the project assignment. If the Consultant plans to use subcontractors for a project assignment the Consultant will provide a list of subcontractors. For each project assignment the County will send the Consultant a notice to proceed before the services commence.

2. CONSULTANTS SERVICES

The Consultant's services for each project assignment will be described in a project assignment. The Consultant's services to be performed for each project assignment issued under this Agreement will generally consist of a technical review of lithium-ion and/or other battery storage technologies as it relates to BESS fire protection requirements as well as the BESS installation, commissioning and decommissioning.

3. COMPENSATION, INVOICING, AND SET-OFF

A. In consideration of its obligations under this Agreement the Consultant will be compensated as follows:

1) The County will pay the Consultant for services satisfactorily performed for each project assignment. Costs and expenses will be in accordance with Exhibit A (Consultant's Compensation/ Rates and Cost Schedule).
2) The Consultant will be compensated for each project assignment issued to the Consultant. The compensation payable to the Consultant for a project assignment will not exceed **$100,000.00,** *exclusive* of NM GRT. Any NM GRT levied on the amounts payable under this Agreement will be paid by the County to the Consultant.
3) This amount is a maximum and not a guarantee that the services to be performed by the Consultant will equal the amount stated above or a Project Assignment. The parties do not intend for the Consultant to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Consultant when the services provided under a project assignment reaches the compensation amount. In no event will the Consultant be paid for services provided in excess of the total compensation without an amendment.

B. The Consultant must submit a written request for payment on the Consultant Pay Request form (see Exhibit B) 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 Consultant acknowledges and agrees that the County may not make any payment until the County has issued a written certification accepting the services. Within 30 days of the issuance of a written certification accepting the services, the County will tender payment for the accepted services. In the event the County fails to tender payment within 30 days of the written certification accepting the services, the County will pay late payment charges of 1.5% per month, until the amount due is paid in full.

C. In the event the Consultant breaches this Agreement, the County may, without penalty, withhold any payments due the Consultant for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under the Agreement will not foreclose the right of the County to recover excessive or illegal payment.

4. CONSULTANT'S BASIC SERVICES

1. **Review and ensure compliance with applicable codes, including without limitation the following:**
   a) Santa Fe County Ordinances Nos. 2023-06 and 2023-09.
   b) International Fire Code (IFC).
   c) International Wildland Urban Interface Code (IWUIC).
   d) Nation Fire Protection Association (NFPA) 855 Standard.
   e) Santa Fe County Sustainable Land Development Code (SLDC)

2. **Review application for Conditional Use Permit (CUP) to determine completeness of application, including:**
   a) Review of applicable studies, as required by the County.
   b) Conduct research necessary to substantiate recommendation.
   c) Review proposed location and features of BESS and preliminary site plan.
   d) Attend at least two public hearings to provide expert testimony on proposed project design, technology and safety features, if needed.

3. **Review BESS submittal, and required re-submittals, in accordance with IFC, NFPA 855, and other applicable codes and standards for compliance , accuracy and overall safety, included without limitation the following:**
   a) Fire and explosion testing data.
   b) Hazard Mitigation plan.
   c) Calculations or modeling data to determine compliance with NFPA 68 and 69.
   d) Other test data, evaluation information, or calculations required by NFPA 855.
   e) Emergency Operations and Response Plans.
   f) Pre-Incident Plan.
   g) Smoke and gas plume analysis.
   h) Construction plans, technical data and information provided by applicant.
   i) Compliance with applicable local state and federal codes.
   j) Commissioning plan and testing reports.
   k) Fire protection measures and technologies applicable to lithium-ion and other types of storage systems.
   l) Thermal runaway causes and their mitigation.

5. REIMBURSABLES

A. Reimbursable expenses are those beyond Basic Services compensation and are the actual expenditures made by the Consultant or its employees, in the interest of the project. Reimbursable expenses are in accordance with the agreed upon compensation as identified in the Compensation and Schedule (Exhibit A).

B. Reimbursable expenses, if allowed, will be compensated at direct cost not to exceed

the reimbursable amounts as indicated in Exhibit A, unless otherwise modified by written amendment.

6. ADDITIONAL SERVICES

A. Additional Services are services that are in addition to but not included as part of Basic Services, provided that the Consultant is not obligated to perform or furnish such services as part of the Consultant's Basic Services. Additional Services will be provided when authorized in advanced in writing by the County and will be paid for by the County as provided in paragraph 3.

7. EXHIBITS LIST

Exhibit A	Compensation
Exhibit B	Consultant pay request form
Exhibit C	Amendment form
Exhibit D	Project assignment form

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of last signature by the parties.

SANTA FE COUNTY

Gregory S. Shaffer — Date: 11/15/2026
Santa Fe County Manager

Approved as to form:

Roberta D. Joe for W.B. — Date: 11/4/2026
Walker Boyd
Santa Fe County Attorney

CONSULTANT – OE SOLAR

Theaa Goodwin

11/04/2026

Date

SANTA FE COUNTY
PURCHASING DIVISION

GENERAL TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN SANTA FE COUNTY AND CONSULTANT

1. SCOPE OF SERVICES

Consultant shall provide the services set forth in Part A, Section 2 (Consultant's Services) in Part A.

2. EFFECTIVE DATE AND TERM

This Agreement will become effective as of the date of last signature by the parties and will terminate four years from that date, unless earlier terminated pursuant to Section 4 (Termination) or Section 5 (Appropriations and Authorizations) of these General Terms and Conditions.

3. ADDITIONAL SERVICES

A. The parties agree that the Consultant's Services will be completed in full, to the satisfaction of the County, for the amount set forth in Section 3 of Part A (Compensation, Invoicing and Set Off) of this Agreement, and for no other cost, amount, fee or expense except as otherwise provided in a project assignment.

B. The County may request changes in the services to be performed. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the County and the Consultant, must be incorporated in a written amendment

4. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate this Agreement based upon any material breach by the other party. The non-breaching party will give the breaching party written notice of termination specifying the grounds for the termination. The termination will be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party will have

the right to cure the breach. If, however, 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 30 days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised then non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Consultant written notice of termination. The notice must specify the effective date of termination, which will not be less than 15 days from the Consultant's receipt of notice. The County will pay the Consultant for acceptable services, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but will not be left liable for services performed after the effective date of termination.

5. APPROPRIATIONS AND AUTHORIZATIONS

A. This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Santa Fe Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement will terminate upon written notice by the County to the Consultant. Such termination will be without penalty to the County, and the County will not be obligate to reimburse the Consultant for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement will be final and not subject to challenge by the Consultant in any way or forum, including a lawsuit.
Notwithstanding the foregoing, termination under this Section will not relieve the County of its obligation to pay the Consultant for all services properly performed before the effective date of termination.

6. INDEPENDENT CONSULTANT, SUBCONTRACTING AND PERSONNEL

A. Independent Consultant. The Consultant and its agents and employees are independent consultants and are not employees or agents of the County. Accordingly, the Consultant 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 employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Consultant has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

B. Subcontracting. The Consultant must not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval will be void.

C. Personnel. All services will be performed by the Consultant under its supervision. The Consultant represents that is has, or will secure its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) will not be employees of or have any contractual relationships with the county and (ii) will be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work or services.

7. ASSIGNMENT

The Consultant must not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without County's advance written approval will be void.

8. RELEASE

Upon its receipt of all payments due under this Agreement, Consultant releases County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations arising from or relating to this Agreement.

9. CONFIDENTIALITY OF COUNTY INFORMATION: CONFIDENTIALITY OF CONTRACTORS RECORDS OR INFORMATION; INDEMNITY

Any information that is confidential to the County and that may be provided to, or developed by the Consultant for the County, as part of the Consultant's services under this Agreement, will be kept confidential and will not be made available to any individual or organization by the Consultant without prior written approval of the County.

Consultant acknowledges that the County may be required to disclose certain of the Consultant's information or records that the Consultant's considers to be confidential under the New Mexico Inspection of Public Records ACT, NMSA 1978, § 14-2-1 ("IPRA"). If the County receives an IPRA request for information that the Consultant has designated as confidential, the County will notify the Consultant. The Consultant must respond within ten calendar days stating whether it contends that the records or information is exempt from disclosure, the legal basis for that position, and an affidavit supporting its contention. A designation of the Consultant is not binding on the County, and the County may not withhold records solely because the Consultant labels them as such. The County reserves the right to require the Consultant to obtain judicial relief declaring the designated materials confidential and prohibiting disclosure. If the Consultant fails to timely substantiate its claims of confidentiality, the County may proceed with disclosure as it deems appropriate under IPRA and applicable law.

If the County denies inspection of records at the Consultant's written request, the Consultant agrees to indemnify, defend, and hold harmless, Santa Fe County and its elected officials, officers, employees, and agents from any claims, damages, liabilities, costs, attorney fees, or expenses arising from that denial.

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

A. 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. To the extent any material is copyrightable, the County will own such copyright.

B. The Consultant 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 such copyright.

11. CONFLICT OF INTEREST

Consultant represents that it has no and will not require any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under the Agreement.

12. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

The Agreement may be modified, changed or amended by an instrument in writing signed by the parties. The Consultant specifically acknowledges and agrees that the County will not be responsible for any changes to this Agreement or a Project Assignment unless such modification, change or amendment is set forth in a written amendment.

13. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants and understandings between the parties concerning the subject matter of this Agreement, and all such agreements and understandings are merged into this Agreement. No prior or contemporaneous agreement, covenant or understandings verbal or otherwise of the parties or their agents is valid or enforceable unless embodied in this Agreement.

14. EXHIBITS AND ATTACHMENTS; INCORPORATION BY REFERENCE

All exhibits, referred to in this Agreement are incorporated into this Agreement by reference and made a part of as though set forth in full in this Agreement to the extent they are consistent with its condition and terms.

15. NOTICE OF PENALTIES

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

16. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. Consultant agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, Consultant specifically agrees not to discriminate against any person with regard to employment with Consultant 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. Consultant acknowledges and agrees that failure to comply with this Section will constitute a material breach of the Agreement.

17. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, Consultant will comply with all applicable laws, ordinances, and regulations.

B. This Agreement will be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules.

18. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) the Consultant's performance of services under this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Consultant agrees to (i) maintain such books and records during the term of the Agreement for a period of three years from the date of final payment under the Agreement; (ii) allow 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 their books and records relate to (i) their performance of the Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in the Agreement or that was required to be submitted to County as part of the procurement process, Consultant 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 the Agreement and for a period of three years

from the date of final payment under the subcontract:(ii) to allow county or its designee to audit such books and records at reasonable times and upon reasonable not notice; and (iii) to keep such books and records in with GAAP.

19. INDEMNIFICATION

A. The Consultant 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 Consultant'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 with the County's consent. Consent must not be unreasonably withheld.

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

20. SEVERABILITY

If any term or condition of this Agreement is be held invalid or non-enforceable by any court, the remainder of the Agreement will not be affected and will be valid and enforceable.

21. NOTICES

Any notice required to be given to either party by the Agreement 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, as follows:

To the County: Attn: Dominic Sisneros, Building and Development Sup.
Santa Fe County Growth Management Department
P.O. Box 276
102 Grant Avenue
Santa Fe, New Mexico 87504-0276

To the Consultant: Attn: Theaa Goodwin, Office & Revenue Manager
OE Solar
1300 1st St. NW
Albuquerque, NM 87102

22. CONSULTANT'S REPRESENTATIONS

A. Consultant represents that it is a corporation duly organized and in good standing under the laws of the State of New Mexico.

B. This Agreement has been duly authorized by the Consultant, the person executing this Agreement has authority to do so, and once executed by the Consultant, this Agreement constitutes a binding obligation of the Consultant.

C. This Agreement and Consultant's obligations hereunder do not conflict with Consultant's articles of incorporation or by-laws or any corporate resolution adopted by Consultant.

23. LIMITATION OF LIABILITY

County's liability to Consultant for any breach of this Agreement by County will be limited to direct damages and will not exceed the maximum amount of compensation specified in Section 3 (Compensation and Invoicing) Part A, of this Agreement. In no event will the County be liable to Consultant for special or consequential damages, even if County was advised of the possibility of such damages prior to entering into this Agreement.

24. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party to this Agreement.

25. INSURANCE

A. General Conditions. Consultant will submit evidence of insurance as is required in this section. Policies of insurance must be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. Consultant will maintain a comprehensive general liability and automobile insurance policy and liability limits in amounts not less than $1,050,000.00 combined single limits of bodily injury, including death, and property damage for any one occurrence. Said policies of insurance must include coverage for all operations performed for County by Consultant; 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 will be named additional insured on the policy.

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

D. Malpractice/Errors and Omissions Insurance. Consultant will maintain 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, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act, NMSA 1978, Section 41-4-1, as amended, Consultant will increase the maximum limits of any insurance required in this Agreement.

26. PERMITS, FEES, AND LICENSES

Consultant will procure all permits and licenses, pay all charges, fees and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations under this Agreement.

27. FAX OR ELECTRONIC SIGNATURE

The parties agree that a fax or electronic signature has the same force and effect as an original for all purposes.

28. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its public employees at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, as amended.

29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Consultant agrees to compute and submit simultaneous, and execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

30. SURVIVAL

The provisions of following paragraphs will survive termination of this Agreement: INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

Attachment A

I. Professional Service Fees

Fee Schedule	Rate
Partner	$210.00
Associate	$200.00
Senior Pincipal	$195.00
Principal	$185.00
Senior Project Manager	$175.00
Project Manager	$160.00
Senior Structural Engineer	$150.00
Structural Engineer 2	$140.00
Structural Engineer 1	$130.00
Structural Designer 2	$115.00
Structural Designer 1	$105.00
Senior Structural Drafter	$110.00
Structural Drafter	$100.00
Electrical Engineer	$150.00
Electrical Designer	$120.00
Senior Electrical Drafter	$110.00
Electrical Drafter	$95.00
Solar Drafter	$100.00
Solar Engineer	$105.00
Civil Engineer	$145.00
Civil Drafter	$105.00
Estimator/ Grant Incentives	$105.00
Controls Specialist	$125.00
Admin / Billing	$70.00

- Respond to JHA or Base Comments if needed (hourly)
- Construction Administration (respond to field questions, review shop drawing) if needed (hourly)
- Reimbursable (printing, deliveries) est. $150.00 (no charge if we send calcs and drawings electronically)
- Optional construction/procurement support fee (hourly)

CONFIDENTIAL

EXHIBIT B

CONSULTANT'S PAY REQUEST FORM

CONSULTANT: _____ **Date:**

Pay Request Statement No._____

Project Number: _____

Project Location:

Basic Services	Contract Sum	Percentage Completed	Completed to date	Less Previous Request	Current Request	Revision (SFC)
Programming Phase	$	%	$	$	$	
Schematic Phase	$	%	$	$	$	
Design Development Phase	$	%	$	$	$	
Construction Document Phase	$	%	$	$	$	
Bidding and Negotiation Phase	$	%	$	$	$	
Construction Phase	$	%	$	$	$	
Project Closeout	$	%	$	$	$	
11 Month Inspection Phase						
Subtotal						
CONTRACT CHANGES						
REIMBURSABLE *						
Type of Services	$	%	$	$	$	
Type of Services	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$	$	
ADDITIONAL SERVICES **						
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Type of Service	$	%	$	$	$	
Subtotal	$	%	$	$	$	
Total	$	%	$	$	$	

AMENDMENT TO AGREEMENT OR PROJECT ASSIGNMENT

PROJECT _____

SANTA FE COUNTY
PURCHASING DIVISION

In accordance with Part A Paragraph 4 (Consultant's Basic and Additional Services), the Consultant is authorized to

LIST SERVICES:

Justification for Amendment:

Project assignment sum	$0.00
Total	**$0.00**

Exhibit D
Project Assignment
Scope of Work, Cost and Project Schedule

PROJECT:

SCOPE OF WORK:

COSTS:

SCHEDULE:

SIGNATURE PAGE

SANTA FE COUNTY:

_____ _____
Gregory S. Shaffer Date
Santa Fe County Manager

Approved as to form:

_____ _____

Walker Boyd Date
Santa Fe County Attorney

CONSULTANT -

_____ _____
Date

_____

SIGNATURE PAGE

SANTA FE COUNTY:

_____ _____
Gregory S. Shaffer Date
Santa Fe County Manager

Approved as to form:

_____ _____
Walker Boyd Date
Santa Fe County Attorney

CONSULTANT-

_____ _____
Date

_____
(*print name and title*)