

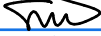


## The Grant Agreement Memo

**Date:** May 30, 2025

**To:** Governing Body

**From:** Caryn Grosse, PMP, Public Works Facilities Project Manager III 

**Via:** Regina Wheeler, Public Works Department Director   
Sam Burnett, Facilities Division Director   
JOHN BURNETT (May 30, 2025 14:46 MDT)

**Subject:** Amendment No. 1 to Extend the Term of GSA #25-0521-0300-0062 to Establish the Balanced Resources Acquisition and Information Network (BRAIN)

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### **ACTION:**

Request for Approval of Amendment No. 1 to Governmental Services Agreement #25-0521-0300-0062 with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of \$550,000 for the Balanced Resources Acquisition and Information Network (BRAIN), a Consolidated Energy Information Tool, to Extend the Term to June 30, 2026. (Caryn Grosse, Public Works Project Manager III, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov))

### **BACKGROUND AND SUMMARY:**

The City received a \$550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN). The BRAIN consolidates energy usage data from facilities and renewable energy generation into an intuitive, control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will support optimization of building controls, energy generation resources and future storage resources.

The Brain is currently in the process of being developed, and staff anticipate having a functional dashboard by the end of July 2025, with additional refinements to be added through December 2025.

The granting agency has approved the extension of the term from June 30, 2025, to June 30, 2026.

A separate contract amendment with Paradise Power Company, Inc. to extend the term for implementation of the BRAIN from June 30, 2025, to June 30, 2026, follows this grant agreement.

### **ATTACHMENTS:**

Amendment No. 1  
Original Grant Agreement Packet with BAR

**APPROVALS AND SUPPORTING INFORMATION:**

**FUNDING SOURCE:**

\$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department  
Fund Name/Number: Facilities CIP/320  
Munis Org Name/Number: Facilities CIP/3209980  
Munis Expenditure Object Name/Number: WIP Design/572960  
Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200  
Project Ledger Number: PWD2532021

**CFDA/ALN Number:** 81.041

**Federal Grantor/Pass-Through/Program:** Federal Funds

Grant Manager/Designee: ERIKA LUJAN Date: \_\_\_\_\_  
CPO Comment/Exceptions: ERIKA LUJAN (May 30, 2025 16:35 MDT)

Finance Director/Designee: Emily K. Oster Date: \_\_\_\_\_  
Budget Officer Comment/Exceptions: \_\_\_\_\_

Budget Officer/Designee: Andy Hopkins Date: \_\_\_\_\_  
Budget Officer Comment/Exceptions: \_\_\_\_\_

**Departmental Acknowledgment:** RW  
RW (May 30, 2025 14:50 MDT)

By submitting this document, the department acknowledges and agrees to comply with all requirements set forth by the external funding agreement. This includes but is not limited to:

- Adhering to 2 CFR 200 federal regulations, state and local policies, and external funding requirements.
- Ensuring all necessary disclaimers are incorporated into the contractual process.
- Meeting all financial and programmatic reporting obligations.
- Routing the agreement through the Grants Department prior to execution.

**STATE OF NEW MEXICO  
GOVERNMENTAL SERVICE AGREEMENT AMENDMENT  
BETWEEN THE  
STATE OF NEW MEXICO,  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
AND  
CITY OF SANTA FE**

**GOVERNMENTAL SERVICE AGREEMENT 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 City of Santa Fe (Entity).

**WHEREAS**, the parties have previously entered into a Government Services Agreement effective December 16, 2024 (GSA #25-0521-0300-0062) and

**WHEREAS**, Section 13 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 **GOVERNMENTAL SERVICE AGREEMENT AMENDMENT NO. 1** as follows:

1. The deliverables table in Section 2. Compensation is removed and replaced with the following:

<b>Deliverables</b>	<b>Completion Date</b>	<b>Invoice Amount</b>
Submit to ECAM a written report summarizing the project background, scope, and schedule, and executed agreement(s) with providers(s). Establish and submit to ECAM performance goals and associated targets and/or milestones that adequately demonstrate the progress of the project.	April 25, 2025 Complete	\$130,000.00
Submit to ECAM a written report summarizing results of assessment of PNM relationship. Include information and learnings from billing data correlation and API portal data assessment.	May 12, 2025 Complete	\$80,000.00

Submit to ECAM a written report detailing progress related to billing data configuration, initial BRAIN structure, and billing account integration. Provide a brief evaluation of performance goals.	June 30, 2025	\$120,000.00
Submit to ECAM a written report of the API/real-time electric usage integration progress including a summary of the anticipated economic impacts.	July 28, 2025	\$160,000.00
Submit to ECAM a written report validating real-time data reporting and alerts. Include a brief description of the operational procedures that will be carried out as a result of different alert types.	August 29, 2025	\$40,000.00
Presentation to ECAM program manager and staff of the BRAIN dashboard as well as a written report summarizing implementation results as they relate to the performance goals.	October 29, 2025	\$20,000.00

2. The entire Section 3. Term is removed and replaced with the following:

"3. 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 June 30, 2026, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below."

3. All other terms and conditions of the parties' original Governmental Service Agreement shall remain the same.

4. This **Governmental Service Agreement Amendment No. 1** becomes effective on the later date of the two signatures below.

{Signatures on next page}

**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

**CITY OF SANTA FE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Alan Webber, Mayor

**ATTEST:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Andréa Salazar, City Clerk

**CITY ATTORNEY'S OFFICE:**

By: Kevin L. Nault Date 05/20/2025  
By: [Kevin L. Nault \(May 21, 2025 14:35 MDT\)](#)  
Kevin Nault, Assistant City Attorney

**APPROVED FOR FINANCES:**

By: Emily K. Oster Date \_\_\_\_\_  
Emily Oster, Finance Director

# GSA 25-521-0300-0062-001 City of Santa Fe CLEAN-U


Final Audit Report


2025-05-21


Created:	2025-05-21
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3gA4Iq34bQKpqnvjnm-ZU5o3zOv34mp0


## "GSA 25-521-0300-0062-001 City of Santa Fe CLEAN-U" History


 Document created by JULIE KENNY (jckenny@santafenm.gov)  
2025-05-21 - 6:52:29 PM GMT- IP address: 63.232.20.2

 Document emailed to klnault@santafenm.gov for signature  
2025-05-21 - 6:53:21 PM GMT

 Email viewed by klnault@santafenm.gov  
2025-05-21 - 8:35:04 PM GMT- IP address: 63.232.20.2


 Signer klnault@santafenm.gov entered name at signing as Kevin L. Nault  
2025-05-21 - 8:35:39 PM GMT- IP address: 63.232.20.2



 Document e-signed by Kevin L. Nault (klnault@santafenm.gov)  
Signature Date: 2025-05-21 - 8:35:41 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.  
2025-05-21 - 8:35:41 PM GMT

**Date:** November 20, 2024

**To:** Governing Body

**From:** Caryn Grosse, PMP, Facilities Project Manager III 

**Via:** Regina Wheeler, Public Works Department Director   
Sam Burnett, Facilities Division Director   
RW (Nov 20, 2024 14:30 MST)  
JOHN BURNETT (Nov 20, 2024 13:32 MST)

**Subject:** Grant Agreement for Balanced Resources Acquisition and Information Network (BRAIN) Grid Modernization Project

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**ACTION:**

Request for Approval of a Governmental Services Agreement with the State of New Mexico, Energy, Minerals and Natural Resources Department in the Total Amount of \$550,000 to Establish the Balanced Resources Acquisition and Information Network (BRAIN) a Consolidated Energy Information Tool. (Caryn Grosse, Public Works Project Manager, [clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov))

Request for Approval of a Budget Amendment Resolution (BAR) to Allocate Grant Proceeds of \$550,000 to FY25 Revenue and Expenses for the BRAIN Project.

**BACKGROUND AND SUMMARY:**

Facilities Division applied for and received a \$550,000 EMNRD Grid Modernization Grant to implement a Balanced Resource Acquisition and Information Network (BRAIN) for the City of Santa Fe. The BRAIN assesses and consolidates energy usage data from facilities and renewable energy generation into an intuitive, single-station control center. The tool will show real-time production and usage, provide alerts when operation parameters are not being met, incorporate billing data, produce energy reports and collect production and consumption data.

The system will help measure performance and efficiency and support optimization of building controls, energy generation resources and future storage resources.

A separate contract with Paradise Power Company, Inc., to implement the BRAIN, follows this grant agreement.

Implementation of the BRAIN is expected to be completed by June 30, 2025.

**ATTACHMENTS:**

Grant Agreement  
BAR

**PROCUREMENT METHOD:**

Not Applicable

Chief Procurement Officer (CPS)/Designee: *NA* N/A (Nov 25, 2024 14:35 MST) Date: Nov 25, 2024

CPO Comment/Exceptions: \_\_\_\_\_

**FUNDING SOURCE:**

\$550,000 in funding from State of New Mexico Energy, Minerals and Natural Resources Department

Fund Name/Number: Facilities CIP/320

Munis Org Name/Number: Facilities CIP/3209980

Munis Expenditure Object Name/Number: WIP Design/572960

Munis Revenue Object Name/Number: NM Engy Min Nat Resources/490200

Project Ledger Number: PWD2532021

Budget Officer/Designee: *Andy Hopkins* Date: Nov 25, 2024

Budget Officer Comment/Exceptions: \_\_\_\_\_

**ASSOCIATED APPROVALS:**

IT Components included?  Yes |  No

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

Comment/Exceptions: \_\_\_\_\_

Vehicles included?  Yes |  No

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

Comment/Exceptions: \_\_\_\_\_

Construction, Facilities, Furniture, Fixtures, Equipment included?  Yes |  No

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

Comment/Exceptions: \_\_\_\_\_

Capital Asset\* or Project\*\*?  Yes |  No

Project Ledger# PWD2532021

(\*will this procurement result in a tangible item that costs more than \$5,000?)

(\*\*Capital Projects are new and improvement projects that are going to cost \$10,000 or more)

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

Comment/Exceptions: \_\_\_\_\_

Is this a Grant Funded Purchase?  Yes |  No

Approval: *Erika Lujan* Erika Lujan (Nov 26, 2024 18:10 MST) Title: Grants Manager Date: Nov 26, 2024

Comment/Exceptions: \_\_\_\_\_

Anticipated length of project: 7 months

Department Contract Administrator Contact Info:

Lisa Kahahane ([elkahahane@santafenm.gov](mailto:elkahahane@santafenm.gov))

**STATE OF NEW MEXICO,  
GOVERNMENTAL SERVICES AGREEMENT  
BETWEEN THE  
STATE OF NEW MEXICO,  
ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT  
AND  
CITY 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 the City Of Santa Fe (Entity).

**THE PARTIES MUTUALLY AGREE:**

1. Scope of Work: Entity shall:

Establish the Balanced Resources Acquisition and Information Network (BRAIN) data center and management platform. Interconnect the BRAIN to the Entity's energy-generation assets and energy-consuming facilities. Ensure the BRAIN's functionality by building out a software interface that shows the Entity's real-time energy-generation and use, provides alerts when predetermined operational parameters are not being met, produces automated energy billing reports, and collects historic energy production and consumption data.

Regularly educate and inform EMNRD's Energy Conservation and Management Division (ECAM) about the steps required to build the BRAIN and evaluate the BRAIN's effectiveness and replicability as outlined in Section 2.(A) – Deliverables.

2. Compensation:

A. EMNRD shall pay Entity for services satisfactorily performed pursuant to the Scope of Work and Deliverables as specified below. This amount shall not exceed five hundred fifty thousand dollars (\$550,000.00), including New Mexico governmental gross receipts taxes, pursuant to Paragraph B of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

<b>Deliverables</b>	<b>Completion Date</b>	<b>Invoice Amount</b>
Submit to ECAM a written report summarizing the project background, scope, and schedule, and executed agreement(s) with providers(s). Establish and submit to ECAM performance goals and associated targets and/or milestones that adequately demonstrate the progress of the project.	January 3, 2025	\$130,000.00
Submit to ECAM a written report summarizing results of assessment of PNM relationship. Include information and learnings from billing data correlation and API portal data assessment.	March 10, 2025	\$80,000.00

Submit to ECAM a written report detailing progress related to billing data configuration, initial BRAIN structure, and billing account integration. Provide a brief evaluation of performance goals.	March 31, 2025	\$120,000.00
Submit to ECAM a written report of the API/real-time electric usage integration progress including a summary of the anticipated economic impacts.	May 11, 2025	\$160,000.00
Submit to ECAM a written report validating real-time data reporting and alerts. Include a brief description of the operational procedures that will be carried out as a result of different alert types.	June 10, 2025	\$40,000.00
Presentation to ECAM program manager and staff of the BRAIN dashboard as well as a written report summarizing implementation results as they relate to the performance goals.	June 15, 2025	\$20,000.00

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 or the amounts stated per task. 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 fifteen (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. Entity shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

C. Entity must submit detailed invoices accounting for all services performed. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. If EMNRD finds that the invoice services, 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 or services, and outlining steps Entity may take to provide remedial action. Upon certification by EMNRD that the invoice or services 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.

3. Term: This Agreement becomes effective when executed by an authorized representative of Entity and of EMNRD and when funds have been encumbered for this Agreement. It shall terminate on June 30, 2025, unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. 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.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and the United States Department of Energy (DOE) 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.

6. 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.

7. 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.

8. 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. Entity shall comply with 2 C.F.R. 200.318 through 200.326 for procurement of property or services conducted pursuant to this Agreement.

B. 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.

9. 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.

10. 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.

11. 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.

12. 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.

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

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

15. 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.

16. 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.

17. 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.

18. Records and Audit:

A. 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 and DOE. 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 costs and

expenses related to this Agreement for which exception is under consideration by DOE and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

B. If Entity receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Entity's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state, and local government audit requirements, and in accordance with the Single Audit Act Amendments of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements. Entities who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Sections 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. To comply with state audit requirements, Entities shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Entity shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or electronically, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. 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.

20. 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. All property acquired by the Entity or procured under this Agreement shall be used and disposed of in accordance with DOE regulations governing disposal of property.

21. 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.

22. 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.

23. 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:

Chadette Pfaff - Program Manager  
ECAM  
Chadette.pfaff@emnrd.nm.gov  
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 the Entity:

Caryn Grosse - Project Administrator Sr.  
200 Lincoln Ave.  
Santa Fe, NM 87501  
[clgrosse@santafenm.gov](mailto:clgrosse@santafenm.gov)  
505-955-5938

To Risk Management Division:

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

24. 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.

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

26. 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.

27. Compliance with Law and Funding Source Conditions:

A. Entity shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

B. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Entity shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

- 1) including qualified MBEs/WBEs on solicitation lists;
- 2) assuring that MBEs/WBEs are solicited once they are identified;
- 3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- 4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;
- 5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and
- 6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

C. Compliance with Trafficking Victims Protection Act of 2000 - Entity, Entity's employees, subcontractors, and subcontractors' employees shall not:

- 1) engage in severe forms of trafficking in persons during this Agreement's term;
- 2) procure a commercial sex act during this Agreement's term; or
- 3) use forced labor in the performance of this Agreement.

D. 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.

E. 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.

F. In the event this Agreement is funded with federal monies and Entity wishes to enter into an agreement with a small business firm or non-profit organization regarding the substitution of parties, assignment, or performance of experimental, developmental, or research work under this Agreement, Entity shall comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the DOE.

G. Entity shall not award subcontracts to parties listed on the government-wide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. part 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

H. If the value of this Agreement exceeds \$100,000, Entity shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

I. If this Agreement is valued at more than \$150,000, Entity shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and U.S. Environmental Protection Agency (EPA) regulations.

28. 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: \_\_\_\_\_  
Cabinet Secretary or Designee

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

**ENTITY NAME**

By: \_\_\_\_\_  
Alan Webber, Mayor

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

**ATTEST:**

By: \_\_\_\_\_  
Geraldyn Cardenas, Interim City Clerk

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

**CITY ATTORNEY'S OFFICE:**

By: Kevin L. Nault  
Kevin L. Nault (Nov 12, 2024 16:49 MST)  
Assistant City Attorney

Date: 11/12/2024


**APPROVED FOR FINANCES:**

By: Emily K. Oster  
Emily Oster, Finance Director

Date: Nov 26, 2024

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


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

By:  Date: 12/16/24  
Cabinet Secretary or Designee

ENTITY NAME

By:  Date: Dec 15, 2024  
Alan Webber, Mayor

ATTEST:

By:  Date: Dec 16, 2024  
~~GERALYN CARDENAS~~, Interim City Clerk  
GB MTG 12/11/2024 xiv

CITY ATTORNEY'S OFFICE:

By: Kevin L. Nault Date: 11/12/2024  
Assistant City Attorney

APPROVED FOR FINANCES:

By: Emily K. Oster Date: Nov 26, 2024  
Emily Oster, Finance Director













# Memo Grant\_EMNRD \$550000.00\_11 19 2024\_CG1 TF1 DC1 RW CG2 SB2 RAW format

Final Audit Report

2024-11-20

Created:	2024-11-20
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4UiEJ1LRaqu5_3bn56-XnxDcQ-yzUh4U

## "Memo Grant\_EMNRD \$550000.00\_11 19 2024\_CG1 TF1 DC1 RW CG2 SB2 RAW format" History

-  Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)  
2024-11-20 - 8:25:47 PM GMT- IP address: 63.232.20.2
-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature  
2024-11-20 - 8:30:01 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)  
2024-11-20 - 8:30:51 PM GMT- IP address: 104.47.65.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)  
Signature Date: 2024-11-20 - 8:30:59 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature  
2024-11-20 - 8:31:00 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)  
2024-11-20 - 8:31:26 PM GMT- IP address: 63.232.20.2
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)  
Signature Date: 2024-11-20 - 8:32:52 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature  
2024-11-20 - 8:32:53 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2024-11-20 - 9:30:00 PM GMT- IP address: 104.47.65.254
-  Signer rawheeler@santafenm.gov entered name at signing as RW  
2024-11-20 - 9:30:57 PM GMT- IP address: 63.232.20.2





Document e-signed by RW (rawheeler@santafenm.gov)

Signature Date: 2024-11-20 - 9:30:59 PM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2024-11-20 - 9:30:59 PM GMT



# Contract Packet\_Grant\_EMNRD \$550000.00\_11 19 2024\_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed


Final Audit Report


2024-11-23


Created:	2024-11-23
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAenJsZnRb80rkmltvJHC-s1wr_C3NOyn


## "Contract Packet\_Grant\_EMNRD \$550000.00\_11 19 2024\_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed" Hi story


 Document created by Elizabeth Kahahane (elkahahane@santafenm.gov)  
2024-11-23 - 0:32:30 AM GMT- IP address: 63.232.20.2

 Document emailed to rawheeler@santafenm.gov for signature  
2024-11-23 - 0:33:12 AM GMT

 Email viewed by rawheeler@santafenm.gov  
2024-11-23 - 1:20:54 AM GMT- IP address: 76.18.67.54

 Signer rawheeler@santafenm.gov entered name at signing as Regina Wheeler  
2024-11-23 - 1:21:21 AM GMT- IP address: 76.18.67.54

 Document e-signed by Regina Wheeler (rawheeler@santafenm.gov)  
Signature Date: 2024-11-23 - 1:21:23 AM GMT - Time Source: server- IP address: 76.18.67.54

 Agreement completed.  
2024-11-23 - 1:21:23 AM GMT









# Contract Packet\_Grant\_EMNRD \$550000.00\_11 19 2024\_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed BAR signed

Final Audit Report

2024-11-27

Created:	2024-11-25
By:	JAMES EDWARDS (jwedwards@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcwQMvZ-3X2enCcapbxJxkSGhIXvVZvqf

## "Contract Packet\_Grant\_EMNRD \$550000.00\_11 19 2024\_CG1 TF1 DC1 RW CG2 SB2 RAW format SIGNED-SPA removed BA R signed" History

-  Document created by JAMES EDWARDS (jwedwards@santafenm.gov)  
2024-11-25 - 3:11:24 PM GMT- IP address: 97.182.23.177
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov  
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign  
2024-11-25 - 3:20:19 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
2024-11-25 - 6:50:53 PM GMT- IP address: 104.47.65.254
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2024-11-25 - 6:51:28 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda  
(tkduttonleyda@santafenm.gov) for signature. One of them to sign  
2024-11-25 - 6:51:31 PM GMT
-  Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)  
2024-11-25 - 9:28:20 PM GMT- IP address: 63.232.20.2
-  Signer JoAnn Lovato (jdlovato@santafenm.gov) entered name at signing as N/A  
2024-11-25 - 9:35:30 PM GMT- IP address: 63.232.20.2
-  Document e-signed by N/A (jdlovato@santafenm.gov)  
Signature Date: 2024-11-25 - 9:35:32 PM GMT - Time Source: server- IP address: 63.232.20.2




 Document emailed to [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov) for signature

2024-11-25 - 9:35:35 PM GMT

 Email viewed by [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov)

2024-11-26 - 3:09:25 PM GMT- IP address: 104.47.65.254

 Signer [evlujan@santafenm.gov](mailto:evlujan@santafenm.gov) entered name at signing as Erika Lujan

2024-11-26 - 3:10:42 PM GMT- IP address: 63.232.20.2

 Document e-signed by Erika Lujan ([evlujan@santafenm.gov](mailto:evlujan@santafenm.gov))

Signature Date: 2024-11-26 - 3:10:44 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER ([ekoster@santafenm.gov](mailto:ekoster@santafenm.gov)) for signature


2024-11-26 - 3:10:47 PM GMT

 Email viewed by EMILY OSTER ([ekoster@santafenm.gov](mailto:ekoster@santafenm.gov))

2024-11-27 - 0:57:57 AM GMT- IP address: 104.47.65.254

 Document e-signed by EMILY OSTER ([ekoster@santafenm.gov](mailto:ekoster@santafenm.gov))

Signature Date: 2024-11-27 - 0:59:17 AM GMT - Time Source: server- IP address: 63.232.20.2

 Document sent to LAYLA ARCHULETTA-MAESTAS ([lsarchulettamaestas@santafenm.gov](mailto:lsarchulettamaestas@santafenm.gov)) and Randy Randall ([rrandall@santafenm.gov](mailto:rrandall@santafenm.gov)) for signature. One of them to sign

2024-11-27 - 0:59:19 AM GMT

 Email viewed by Randy Randall ([rrandall@santafenm.gov](mailto:rrandall@santafenm.gov))

2024-11-27 - 4:39:15 AM GMT- IP address: 104.28.132.125

 Document e-signed by Randy Randall ([rrandall@santafenm.gov](mailto:rrandall@santafenm.gov))

Signature Date: 2024-11-27 - 4:40:01 AM GMT - Time Source: server- IP address: 68.105.56.157

 Agreement completed.

2024-11-27 - 4:40:01 AM GMT











# Grant PACKET\_Amend #1\_Grid Mod BRAIN\_05 22 2025\_CG2 ELK3 RW


Final Audit Report


2025-06-09


Created:	2025-05-30
By:	Elizabeth Kahahane (elkahahane@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA0DdQteRZnDY6SPyXvpbdmh5sLDQCamGD


## "Grant PACKET\_Amend #1\_Grid Mod BRAIN\_05 22 2025\_CG2 ELK3 RW" History


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-  Document emailed to CARYN GROSSE (clgrosse@santafenm.gov) for signature  
2025-05-30 - 7:33:58 PM GMT
-  Email viewed by CARYN GROSSE (clgrosse@santafenm.gov)  
2025-05-30 - 7:34:19 PM GMT- IP address: 104.47.65.254
-  Document e-signed by CARYN GROSSE (clgrosse@santafenm.gov)  
Signature Date: 2025-05-30 - 7:34:31 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BURNETT (jsburnett@santafenm.gov) for signature  
2025-05-30 - 7:34:33 PM GMT
-  Email viewed by JOHN BURNETT (jsburnett@santafenm.gov)  
2025-05-30 - 8:19:07 PM GMT- IP address: 73.228.3.65
-  Document e-signed by JOHN BURNETT (jsburnett@santafenm.gov)  
Signature Date: 2025-05-30 - 8:46:43 PM GMT - Time Source: server- IP address: 73.228.3.65
-  Document emailed to rawheeler@santafenm.gov for signature  
2025-05-30 - 8:46:45 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2025-05-30 - 8:50:14 PM GMT- IP address: 63.232.20.2
-  Signer rawheeler@santafenm.gov entered name at signing as RW  
2025-05-30 - 8:50:29 PM GMT- IP address: 63.232.20.2


 Document e-signed by RW (rawheeler@santafenm.gov)  
Signature Date: 2025-05-30 - 8:50:31 PM GMT - Time Source: server- IP address: 63.232.20.2


 Document emailed to ERIKA LUJAN (evlujan@santafenm.gov) for signature  
2025-05-30 - 8:50:32 PM GMT


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2025-05-30 - 10:33:56 PM GMT- IP address: 104.47.65.254


 Document e-signed by ERIKA LUJAN (evlujan@santafenm.gov)  
Signature Date: 2025-05-30 - 10:35:10 PM GMT - Time Source: server- IP address: 63.232.20.2


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2025-05-30 - 10:35:11 PM GMT


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2025-06-05 - 6:30:11 PM GMT- IP address: 104.47.64.254

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Signature Date: 2025-06-05 - 6:33:30 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature  
2025-06-05 - 6:33:32 PM GMT

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2025-06-09 - 6:08:17 PM GMT- IP address: 104.47.65.254

 Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)  
Signature Date: 2025-06-09 - 6:08:34 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.  
2025-06-09 - 6:08:34 PM GMT