



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** December 6, 2022

**TO:** John Blair, City Manager

**VIA:** Shannon Jones, Public Utilities Department Director

**FROM:** Neal Denton, Sustainability Officer

  
SJ  
ND

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### ITEM AND ISSUE:

Request for Extend Term of General Services Agreement (#3203571) with the Coalition for Green Capital for services related to creating the Santa Fe Clean Energy Fund (Neal Denton, [nhdenton@santafenm.gov](mailto:nhdenton@santafenm.gov) / (505) 955-2229)

### BACKGROUND AND SUMMARY:

Agreement #3203571 with the Coalition for Green Capital ends on December 31, 2022. Due to staff turnover at the Coalition for Green Capital, the agreement needs to be extended to allow for completion of the scope of work.

### ACTION REQUESTED:

The Environmental Services Division respectfully requests extension of the agreement term to December 31, 2023

Attachments: General Services Agreement #3203571

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
GENERAL SERVICES AGREEMENT  
#22-0419**

This is AMENDMENT No. 1 (the "Amendment") to the CITY OF SANTA FE GENERAL SERVICES AGREEMENT, dated September 9, 2022 the "Agreement"), between the City of Santa Fe (the "City") and Coalition for Green Capital (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

**RECITALS**

A. Under the terms of the Agreement #22-0419, Contractor has agreed to provide General Services for the City of Santa Fe.

B. Pursuant to Article 8 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. TERM.

Article 5 of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31, 2023. The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and

shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to the City of Santa Fe General Services Agreement as of the dates set forth below.

CITY OF SANTA FE:

John Blair  
John Blair (Jan 11, 2023 19:32 MST)

JOHN BLAIR, CITY MANAGER

Date: Jan 11, 2023

CONTRACTOR:

Coalition for Green Capital

Henry Letman

NAME & TITLE

Date: 1/4/2023

CRS #:03595932000

Business Registration #: 233452

ATTEST:

Kristine Bustos

KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez  
Marcos Martinez (Dec 7, 2022 08:28 MST)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster  
Emily K. Oster (Jan 11, 2023 16:52 MST)

EMILY OSTER, FINANCE DIRECTOR

2300331.510400 AH  
Business Unit/Line Item AH



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203571

Contractor: Coalition for Green Capital

Description: Santa Fe Clean Energy

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: upon approval Term End Date: 12/31/22

Approved by Council Date: Pending CM approval

### Contract / Lease: Contract for \$37,953.13

Amendment # 1 to the Original Contract / Lease # 2204 1 9

Increase/(Decrease) Amount \$ n / a

Extend Termination Date to: December 31 202 3

Approved by Council Date: Pending CM Approval

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

**Original contract # 220419**

3. **Procurement History:**

*TorAnn Lovato*  
TorAnn Lovato (Jan 14, 2023 09:37 MST)

Jan 11, 2023

Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Per Procurement Manual, can renew within 30 day grace period.

4. **Funding Source:** RESCONV Fund **Org / Object:** 2300331.510400

*Andy Hopkins*  
Andy Hopkins (Jan 5, 2023 09:21 MST)

Jan 5, 2023

Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_





THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 26, 2022

CITY OF SANTA FE  
PO Box 909  
SANTA FE NM 87504-0909

**Account Information:**

<b>Policy Holder Details :</b>	<b>COALITION FOR GREEN CAPITAL</b>
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**Contact Us**

**Need Help?**

Start a live chat online or call us at  
(866) 467-8730.

We're here weekdays from 8:00 AM to  
8:00 PM ET.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> THE CIMA COMPANIES INC 42640010 2750 KILLARNEY DR SUITE 202 WOODBRIDGE VA 22192	<b>CONTACT NAME:</b>	
	PHONE (703) 739-9300 (A/C, No, Ext):	FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Sentinel Insurance Company Ltd. <span style="float: right;">NAIC# 11000</span>	
	INSURER B : Continental Casualty Co. <span style="float: right;">20443</span>	
<b>INSURED</b> COALITION FOR GREEN CAPITAL 1201 CONNECTICUT AVE NW # 500 WASHINGTON DC 20036-2605	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		42 SBA IW0821	04/11/2022	04/11/2023	EACH OCCURRENCE	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		42 SBA IW0821	04/11/2022	04/11/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		42 SBA IW0821	04/11/2022	04/11/2023	EACH OCCURRENCE	\$1,000,000
							AGGREGATE	\$1,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
B	Cyber Liability			652290860	11/30/2021	11/30/2022	Each Claim Limit	\$1,000,000
						2	Aggregate Limit	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

<b>CERTIFICATE HOLDER</b> CITY OF SANTA FE PO Box 909 SANTA FE NM 87504-0909	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Suan L. Castaneda</i>

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## ADDITIONAL REMARKS SCHEDULE

AGENCY THE CIMA COMPANIES INC		NAMED INSURED COALITION FOR GREEN CAPITAL 1201 CONNECTICUT AVE NW # 500 WASHINGTON DC 20036-2605	
POLICY NUMBER SEE ACORD 25		EFFECTIVE DATE: SEE ACORD 25	
CARRIER SEE ACORD 25	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM**

**FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is An Additional Insured per the Business Liability coverage form SS0008 attached to the policy. Cyber Policy Includes: Extortion - \$250,000 w/ \$2,500 retention. Cyber Crime - (a) Electronic Theft Loss - \$250,000 w/ \$2,500 retention (b) Social Engineering Loss - \$250,000 w/ \$2,500 retention (c) Telephone Fraud Loss - \$250,000 w/ \$2,500 retention (d) Invoice Manipulation Loss - \$250,000 w/ \$2,500 retention



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** COALITION FOR GREEN CAPITAL  
DBA: COALITION FOR GREEN  
CAPITAL

**Business Location:** 1201 CONNECTICUT AVE NW STE. 600  
WASHINGTON, DC 20036

**Owner:** COALITION FOR GREEN CAPITAL

**License Number:** 233452

**Issued Date:** August 24, 2022

**Expiration Date:** August 24, 2023

**CRS Number:** 03595932000

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Business License

**Fees Paid:** \$10.00

COALITION FOR GREEN CAPITAL  
1201 CONNECTICUT AVE NW STE. 600  
WASHINGTON, DC 20036

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.  
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY  
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO  
COMMENCEMENT OF ANY CONSTRUCTION OR THE  
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**



**GOVERNMENT  
OF THE  
DISTRICT OF COLUMBIA**  
Muriel Bowser, Mayor

**Department of Consumer and Regulatory Affairs**

**Business Licensing Division**  
1100 4th Street S.W.  
Washington DC 20024

Date Issued : 03/31/2022  
Category : 4002  
License# : 400222000259  
License Period : 3/1/2022 - 2/29/2024

**BASIC BUSINESS LICENSE**

**Billing Name and Address :**

Reed Hundt  
Coalition For Green Capital  
  
1201 Connecticut Ave NW  
Suite 600  
Washington DC 20036

**Premise/Application's Name and Address :**

1823 Owner, Llc  
  
1201 CONNECTICUT AVE NW, WASHINGTON, DC  
20036

**Registered Agent's Name and Address :**

Uip Authorized Dc Agent Inc  
  
140 Q Street Ne Suite 140B  
Washington DC 20002

Owner's Name :

Corp. Name : 1823 Owner, Llc  
Trade Name : American Green Bank Consortium

CofO/HOP# : CO2001513	SSL : 0159 0855	Zone : MU-21	Ward : 2	ANC : 2B	PERM NO. :
UNITS : 1					

General Business - Charitable Solicitation

**—THE LAW REQUIRES THIS LICENSE TO BE POSTED IN A CONSPICUOUS PLACE ON THE PREMISES—**

\*License Effective from the later of Issued or Start of License-Period Date

*Ernest Chrappah*

Director :  
Ernest Chrappah



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coalition for Green Capital

Procurement Title: Santa Fe Clean Energy Fund

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting Public Utilities Department/ ESD Staff Name Neal Denton

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

Public Utilities Dept / ESD/ Neal Denton *Neal Denton* Sustainability Officer 12/6/22  
Neal Denton (Dec 6, 2022 15:04 MST)

Department Rep Printed Name (attesting that all information included) Title Date  
*JoAnn Lovato* Contracts Supervisor Jan 11, 2023  
JoAnn Lovato (Jan 11, 2023 09:37 MST)

Purchasing Officer (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

\*

**CITY OF SANTA FE  
GENERAL SERVICES CONTRACT**

THIS AGREEMENT is made and entered into by and between the City of Santa Fe, herein after referred to as the "City", and **Coalition for Green Capital** herein after referred to as the "Contractor."

**IT IS MUTUALLY AGREED BETWEEN THE PARTIES:**

1. **Definitions**

- A. "Business Hours" means 8:00 a.m. to 5:00 p.m. Mountain Time.
- B. "You" and "your" refers to **Coalition for Green Capital** "We," "us" or "our" refers to the City and whose accounts are created under this Agreement.

2. **Scope of Work**

- A. The Contractor shall provide the scope of work listed and as described in Exhibit "A" attached hereto.
- 1) Work with stakeholders to determine the best financing products to be offered by the Santa Fe Clean Energy Fund
  - 2) Identify and report potential sources of investment for the Santa Fe Clean Energy Fund
  - 3) Evaluate and report operating capital needs for the Santa Fe Clean Energy Fund
  - 4) Develop a budget for the Santa Fe Clean Energy Fund
  - 5) Develop a job description and recommend a hiring process for the initial staff of the Santa Fe Clean Energy Fund.
  - 6) Develop recommendations for raising funds and encouraging investment into the Santa Fe Clean Energy Fund
  - 7) Create a launch plan for the Santa Fe Clean Energy Fund.

3. **Compensation**

The total compensation under this Agreement shall not exceed thirty-five thousand dollars (\$35,000), plus New Mexico gross receipts tax.

4. **Payment Provisions**

All payments under this Agreement are subject to the following provisions.

- A. **Acceptance** - In accordance with Section 13-1-158 NMSA 1978, the City shall determine if the product or services provided meet specifications. Until the products or services have been accepted in writing by the City, the City shall not pay for any products or services. Unless otherwise agreed upon between the City and the Contractor, within thirty (30) days from the date the City receives written notice from the Contractor that payment is requested for services or within thirty (30) days from the receipt of products, the City shall issue a written certification (by letter or email) of complete or partial acceptance or rejection of the products or services. Unless the City gives notice of rejection within the specified time period, the products or services will be deemed to have been accepted.
  
- B. **Payment of Invoice** - Upon acceptance that the products or services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of invoice. After the thirtieth day from the date that written certification of acceptance is issued, late payment charges shall be paid on the unpaid balance due on the contract to the Contractor at the rate of 1.5 % per month. Contractor may submit invoices for payment no more frequently than monthly. Payment will be made to the Contractor's designated mailing address. Payment on each invoice shall be due within 30 days from the date of the acceptance of the invoice. The City agrees to pay in full the balance shown on each account's statement, by the due date shown on said statement.

5. **Term**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY THE CITY. This Agreement shall begin on date approved by the City, and end on December 31,2022 . The City reserves the right to renew the contract on an annual basis by mutual Agreement not exceed a total of four years in accordance with NMSA 1978, §§ 13-1-150 through 152.

6. **Default and Force Majeure**

The City reserves the right to cancel all or any part of any orders placed under this contract without cost to the City, if the Contractor fails to meet the provisions of this contract and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above, unless the City shall determine that the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the



City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this contract.

## **7. Termination**

A. **Grounds.** The City may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. **Notice; City Opportunity to Cure.**

1) Except as otherwise provided in Paragraphs 7.A and 17, the City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 17, "Appropriations", of this Agreement.

C. **Liability.** Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

## **8. Amendment**

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Paragraph 7 herein, or to agree to the reduced funding.

**9. Status of Contractor**

The Contractor, and Contractor's agents and employees, are independent Contractors for the City and are not employees of the City. The Contractor, and Contractor's agents and employees, shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by the Contractor for income tax purposes, including without limitation, self-employment tax and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has written authority to do so, and then only within the strict limits of that authority.

**10. Assignment**

The Contractor 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 the prior written approval of the City.

**11. Subcontracting**

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

**12. Non-Collusion**

In signing this Agreement, the Contractor/Contractor certifies the Contractor/Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City.

**13. Inspection of Plant**

The City may inspect, at any reasonable time during Contractor's regular business hours and upon prior written notice, the Contractor's plant or place of business, or any subcontractor's plant or place of business, which is related to the performance of this contract.

**14. Commercial Warranty**

The Contractor agrees that the tangible personal property or services furnished under this Agreement shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such tangible personal property or services, and that the rights and remedies provided herein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of this order. Contractor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.

**15. Condition of Proposed Items**

Where tangible personal property is a part of this Agreement, all proposed items are to be NEW and of most current production, unless otherwise specified.

**16. Records and Audit**

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the City, the State Auditor and other appropriate state and federal authorities. The City shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

**17. Appropriations**

The terms of this Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the City Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the legislature, this Agreement, and any orders placed under it, shall terminate upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

**18. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the City, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

**19. Confidentiality**

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

**20. Conflict of Interest**

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the

Agreement. The Contractor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Paragraph are material representations of fact upon which the City relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Paragraph 20 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Agreement to the contrary, the City may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

21. **Approval of Contractor Representative(s)**

The City reserves the right to require a change in Contractor representative(s) if the assigned representative(s) are not, in the opinion of the City, adequately serving the needs of the City.

22. **Scope of Agreement; 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 agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

23. **Notice**

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

24. **Equal Opportunity Compliance**

The Contractor agrees to abide by all federal and state laws, and local Ordinances,

pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, the Contractor agrees to assure 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 Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

**25. Indemnification**

The Contractor shall hold the City and its employees harmless and shall indemnify the City and its employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the City, its officers or employees.

**26. New Mexico Tort Claims Act**

Any liability incurred by the City of Santa Fe in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

**27. Applicable Law**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-2. By execution of this Agreement, Contractor acknowledges and agrees to the 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.

**28. Limitation of Liability**

The Contractor's liability to the City, for any cause whatsoever shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the City's claim. The foregoing limitation does not apply to paragraph 25 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

**29. Incorporation by Reference and Precedence**

If this Agreement has been procured pursuant to a request for proposals, this Agreement is derived from (1) the request for proposal, (including any written clarifications to the request

for proposals and any City response to questions); (2) the Contractor's best and final offer; and (3) the Contractor's response to the request for proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) amendments to the Agreement in reverse chronological order; (2) the Agreement, including the scope of work and all terms and conditions thereof; (3) the request for proposals, including attachments thereto and written responses to questions and written clarifications; (4) the Contractor's best and final offer if such has been made and accepted by the City; and (5) the Contractor's response to the request for proposals.

**30. Workers' Compensation**

The Contractor agrees to comply with state laws and rules applicable to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the City.

**31. Inspection**

If this contract is for the purchase of tangible personal property (goods), final inspection and acceptance shall be made at Destination. Tangible personal property rejected at Destination for non-conformance to specifications shall be removed at Contractor's risk and expense promptly after notice of rejection and shall not be allowable as billable items for payment.

**32. Inspection of Services**

If this contract is for the purchase of services, the following terms shall apply.

A. Services, as used in this Article, include services performed, workmanship, and material furnished or utilized in the performance of services.

B. The Contractor shall provide and maintain an inspection system acceptable to the City covering the services under this Agreement. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the City and for as long thereafter as the Agreement requires. The City has the right to inspect and test all services contemplated under this Agreement to the extent practicable at all times and places during the term of the Agreement. The City shall perform inspections and tests in a manner that will not unduly delay or interfere with Contractor's performance.

C. If the City performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of such inspections or tests.

D. If any part of the services do not conform with the requirements of this Agreement, the City may require the Contractor to re-perform the services in conformity with the requirements of this Agreement at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the City may:

(1) require the Contractor to take necessary action(s) to ensure that future performance conforms to the requirements of this Agreement; and  
(2) reduce the contract price to reflect the reduced value of the services performed.

E. If the Contractor fails to promptly re-perform the services or to take the necessary action(s) to ensure future performance in conformity with the requirements of this Agreement, the City may:

(1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the City that is directly related to the performance of such service; or  
(2) terminate the contract for default.

### 33. Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, the following insurance coverage(s), naming the City as additional insured.

**A. Commercial General Liability insurance** shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

**B. Business Automobile Liability insurance** for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

**C. Broader Coverage and Limits.** The insurance requirements under this Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor hereunder.

**D.** Contractor shall maintain the above insurance for the term of this Agreement and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

### 34. Impracticality of Performance

A party shall be excused from performance under this Agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any

and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

**35. 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.

**36. 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 compliance 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 effective waiver by a party of any of its rights shall be effective to waive any other rights.

**37. Patent, Copyright and Trade Secret Indemnification**

A. The Contractor shall defend, at its own expense, the City against any claim that any product or service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the City based upon Contractor's trade secret infringement relating to any product or services provided under this Agreement, the Contractor agrees to reimburse the City for all costs, attorneys' fees and amount of the judgment. To qualify for such defense and or payment, the City shall:

- 1) give the Contractor prompt written notice within 48 hours of any claim;
- 2) allow the Contractor to control the defense of settlement of the claim; and
- 3) cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:

- 1) provide the City the right to continue using the product or service and fully indemnify the City against all claims that may arise out of the City's use of the product or service;
- 2) replace or modify the product or service so that it becomes non-infringing;

or,

- 3) accept the return of the product or service and refund an amount equal to the value of the returned product or service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any product or service modified by the City to the extent such modification is the cause of the claim.

**38. Survival**

The Agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret



Indemnification; Indemnification; and Limit of Liability” shall survive the expiration of this Agreement. Software licenses, leases, maintenance and any other unexpired Agreements that were entered into under the terms and conditions of this Agreement shall survive this Agreement.

**39. Disclosure Regarding Responsibility**

A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any City for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor’s company is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body.

B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.

C. The Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, the Contractor learns that the Contractor’s disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor’s responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will be grounds for immediate termination of this Agreement pursuant to the conditions set forth in Paragraph 7 of this Agreement.

E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the City. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the City may terminate the involved contract for cause. Still further the City may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the City.

**40. Suspension, Delay or Interruption of Work**

The City may, without cause, order the Contractor, in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the City may determine. The contract sum and contract time shall be adjusted for increases in cost and/or time associated with Contractor's compliance therewith. Upon receipt of such notice, Contractor shall leave the jobsite and any equipment in a safe condition prior to departing. Contractor must assert rights to additional compensation within thirty (30) days after suspension of work is lifted and return to work is authorized. Any compensation requested for which entitlement is granted and the contract sum adjusted, shall have profit included (for work completed) and for cost only (not profit) for Contractor costs incurred directly tied to the suspension itself and not otherwise covered by Contract remedy. Any change in Total Compensation must be reflected in an Amendment executed pursuant to Section 8 of this Agreement.

**41. Notification**

Either party may give written notice to the other party in accordance with the terms of this Paragraph. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the City:  
Neal Denton  
Environmental Services Division  
1142 Siler Road  
Building A  
Santa Fe, NM 87504

To the Contractor:  
COALITION FOR GREEN CAPITAL  
1201 CONNECTICUT AVE NW # 500  
WASHINGTON DC 20036-2605

Either party may change its representative or address above by written notice to the other in accordance with the terms of this Paragraph. The carrier for mail delivery and notices shall be the agent of the sender.

To the Contractor:  
COALITION FOR GREEN CAPITAL  
1201 CONNECTICUT AVE NW # 500  
WASHINGTON DC 20036-2605

**42. Succession**

This Agreement shall extend to and be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

*John Blair*  
John Blair (Sep 9, 2022 14:46 MDT)

**JOHN BLAIR, CITY MANAGER**



**COALITION FOR GREEN CAPITAL**

DATE: Sep 9, 2022

Reed Hundt, CEO

TITLE

DATE: 8/9/2022

CRS# 03595932000

Registration # 233452

ATTEST:

*Kristine Bustos Mihelcic*

**KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV**

CITY ATTORNEY'S OFFICE:

*Marcos Martinez*

Marcos Martinez (Aug 9, 2022 08:56 MDT)

**SENIOR ASSISTANT CITY ATTORNEY**

APPROVED FOR FINANCES:

*Emily K. Oster*

Emily K. Oster (Sep 9, 2022 12:08 MDT)

**FINANCE DIRECTOR**

2300331.510400

Org.Name/Org.#

*AH*  
AH



## **City of Santa Fe Scope of Work**

### ***Santa Fe Clean Energy Fund***

The City of Santa Fe Environmental Services Division is seeking qualified contractors to submit written quotes to perform the following scope of work. The City of Santa Fe conducted a Solarize Santa Fe pilot from September 2021-March 2022. This pilot highlighted the need for improved financing options for solar energy deployment and energy efficiency improvements for low-to-moderate income residents in Santa Fe. Based on the City's research, the best way to improve these financing options is through the creation of a Santa Fe Clean Energy Fund. Clean energy funds use mission-driven capital from the private and philanthropic sectors to drive investment into difficult-to-reach clean energy markets. The City of Santa Fe is seeking services to aid in the creation of the Santa Fe Clean Energy Fund.

The qualified contractor shall:

- Work with stakeholders to determine the best financing products to be offered by the Santa Fe Clean Energy Fund
- Identify and report potential sources of investment for the Santa Fe Clean Energy Fund
- Evaluate and report operating capital needs for the Santa Fe Clean Energy Fund
- Develop a budget for the Santa Fe Clean Energy Fund
- Develop a job description and recommend a hiring process for the initial staff of the Santa Fe Clean Energy Fund.
- Develop recommendations for raising funds and encouraging investment into the Santa Fe Clean Energy Fund
- Create a launch plan for the Santa Fe Clean Energy Fund.

This scope of work must be completed by October 28, 2022. Interested parties will need to register as a vendor with the City of Santa Fe, enter into a general services agreement with the City of Santa Fe, and provide a certificate of insurance.

Written quotes must be submitted no later than July 14, 2022 by e-mail to:

Neal Denton, Sustainability Officer

[nhdenton@santafenm.gov](mailto:nhdenton@santafenm.gov)

Any questions or comments must be submitted by e-mail to Mr. Denton. The answers to questions will be provided to all interested parties.

## Santa Fe Clean Energy Fund Proposal

### July 11, 2022

The Coalition for Green Capital is excited to submit this proposal about the development of a “Clean Energy Fund” in Santa Fe. A Clean Energy Fund (aka a “Green Bank”) is a tested model for using mission-driven capital from the private and philanthropic sector to drive greater investment into difficult-to-reach clean energy markets. These institutions exist in over a dozen states, and have proven themselves to be powerful tools for achieving positive outcomes on energy, equity, and economic development metrics. The nearly decade-long experience of these institutions can be used to drive similar results in Santa Fe.

The existing Solarize Pilot generated a wealth of data, insights, and market relationships on the clean energy needs and potential solutions in Santa Fe. There is an opportunity to magnify the impact of this Pilot, particularly among LMI communities, by developing a more permanent nexus for emerging clean energy finance models. Developing a local Fund in Santa Fe could solidify and scale the impact begun by the Solarize Campaign.

CGC’s previous engagement with the city of Santa Fe to perform a clean energy market gap analysis will inform the proposed work.

The following Scope of Work outlines the support that CGC is proposing to provide to stakeholders in Santa Fe. The goal of this project is to design a Clean Energy Fund in Santa Fe that can scale the Solarize pilot into a full-fledged, self-sustaining program and serve as a hub for clean energy financing. The primary deliverable of this work is a twelve-month launch plan outlining a creation path and business model for a Clean Energy Fund in Santa Fe. CGC welcomes the opportunity to build on and refine the scope of work.

### Draft Scope of Work

CGC will evaluate the opportunity for a Clean Energy Fund to increase clean energy development in the residential sector of Santa Fe, New Mexico, through a dedicated financing solution. Completing this work would involve the following tasks:

- **Identify Santa Fe market gaps and 1-2 initial financing products.** Informed by its market analysis and in conversation with key stakeholders in Santa Fe, CGC will develop 1-2 products for the clean energy fund based on the geography-specific needs of Santa Fe and best practices from green banks in other parts of the country.
- **Develop a launch plan and budget.** CGC will develop a twelve-month launch plan and budget for the Fund. This will draw upon the experience of start-up institutions in places like Colorado, Nevada, and Ohio. As part of this work, CGC will outline potential sources of investment capital that can be used to implement the products identified earlier, and operating capital necessary to bring those products to life. Sources explored will include national and local government, foundation, and private.

### Deliverables

- The first/interim deliverable of this work is an outline of 1-2 financial products that a clean energy fund can bring to increase the development of clean energy in Santa Fe.

- The primary/final deliverable of this work is a business/launch plan for the Fund that includes guidance for groundwork/design of the fund, hiring process and job description for initial staff, and fundraising for ongoing operations and investment.

### Timeline and Budget

CGC estimates that the above scope of work would take approximately two months to complete and cost \$35,000. This budget would primarily be for staff time. This represents an acceleration of the creation timeline from other markets where CGC has worked.

CGC proposes to begin this work in July.

### About CGC

CGC is a 501(c)3 non-profit organization focused on addressing climate change by creating “Green Banks” and similar clean energy finance institutions that increase investment in clean energy. CGC offers a unique and proven capacity as the leading creator, advocate, and expert on Green Banks since 2009 and works directly to support the formation of Green Banks with governmental and civil society partners. CGC also provides on-going consulting and guidance to operating Green Banks.

CGC accelerates climate investment by connecting capital with underserved markets and technologies. CGC incubates local clean energy finance entities – Green Banks – and structures public, private and mission-driven capital for clean energy investment through those entities. CGC implements and supports Green Banks, with a decade of policy and technical work around the world that has led to over \$7 billion of clean energy investment. CGC is recognized as the go-to expert on Green Bank financing.

### Accomplishments and Project Examples

CGC’s Green Bank formation projects in the U.S. include:

- Connecticut – CGC partnered with Connecticut government to design, stand-up and develop the strategy for the Connecticut Green Bank in 2012. CGC has remained closely involved in its product development and operating strategy, which has resulted in over \$1 billion of investment to date.
- New York – CGC helped produce the initial business plan, economic model and economic arguments in support of the NY Green Bank’s creation. This material was used to support the state regulator’s key decision to create and capitalize the NY Green Bank in 2014, which has led to nearly \$2 billion of total investment.
- Rhode Island – CGC partnered with the state Treasurer’s office to design and write the legislation to create the Rhode Island Infrastructure Bank, and then worked with the new Bank’s leadership on initial product design.
- Montgomery County – CGC first conceived of, designed and created legislation to form the Montgomery County Green Bank. And then CGC operationalized the organization by seconding staff to serve as the Acting Executive Director at the launch phase.
- District of Columbia – CGC was awarded a contract by the District government to evaluate the need and investment opportunity for a Green Bank. CGC also designed the legal, capital and

operating structure for the Bank, which led to its creation through legislation that was based on this assessment.

- **Climate Access Fund** – CGC designed and launched the Climate Access Fund with its founder and CEO to be a government-adjacent non-profit. Today, the Fund is exclusively focused on raising and deploying program related investments to invest in solar targeting low-to-moderate income households in Maryland.
- **Nevada** – CGC produced a legislatively-directed assessment of the Green Bank need and investment opportunity in Nevada, which identified target markets and investment gaps a Green Bank could fill. CGC then worked with government to pass legislation which formed a new non-profit to serve as the Green Bank, and CGC worked with the state energy office to incorporate and launch that new Green Bank. CGC is now working with the state to staff and operate the Green Bank under a services agreement.
- **Colorado** – CGC was contracted with the state energy office to design a state Green Bank, identify target markets and help launch the organization. Today, CGC has incorporated the Colorado Clean Energy Fund as a non-profit endorsed by the governor, and has begun to directly operate the Green Bank on behalf of the state.
- **Cuyahoga County** – CGC developed a Green Bank assessment and design project for Cuyahoga County, Ohio. CGC worked in partnership with the local government and large local foundations to identify the investment opportunity and design a functional Green Bank organization.
- **New Jersey** – CGC developed a market assessment and launch plan for the newly established Green Fund in New Jersey. CGC worked in partnership with NYCEEC to support the state’s Economic Development Authority as it incubated and launched the fund using state capital.

In addition to project-level work, CGC founded and operates the American Green Bank Consortium and the Green Bank Network. The Consortium is a membership organization enabling Green Banks, capital providers, developers and other clean energy supporters to work together. The Consortium facilitates knowledge sharing among U.S.-based Green Banks and designs blended finance vehicles that work at scale across the entire network.



# City of Santa Fe, New Mexico

## Memorandum



**DATE:** August 11, 2022

**TO:** John Blair, City Manager

**VIA:** Alexis Lotero, Interim Finance Department Director  
Fran Dunaway, Chief Procurement Officer  
Shannon Jones, Public Utilities Department Director *SJ*  
Shirlene Sitton, Environmental Services Division Director *SS*

**FROM:** Neal Denton, Sustainability Officer *ND*

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### ITEM AND ISSUE:

Request for Approval to enter into a General Services Agreement with the Coalition for Green Capital for General Services related to the Development of the Santa Fe Clean Energy Fund (Neal Denton, [nhdenton@santafenm.gov](mailto:nhdenton@santafenm.gov) / (505) 955-2229)

### BACKGROUND AND SUMMARY:

Building on the success of the pilot Solarize Santa Fe Program, conducted from September 2021 to June 2022, the Environmental Services Division seeks to launch the Santa Fe Clean Energy Fund that can support clean energy development in the city. Through partnership with private lenders, the Santa Fe Clean Energy Fund will seek to expand access to financing for solar and energy efficiency projects to underserved portions of the Santa Fe market. The Santa Fe Clean Energy Fund will help Santa Fe homeowners overcome stubborn market barriers that hinder the progress of onsite solar and energy efficiency installations. This will play a very substantial role in helping the City achieve its goal of carbon neutrality by 2040 established by the 2018 Sustainable Santa Fe 25-Year Plan.

The Governing Body budgeted \$500,000 to fund the establishment of the Santa Fe Clean Energy Fund and re-launching the Solarize Santa Fe campaign. The first step is to hire a contractor to conduct a market analysis and perform the due diligence needed to create a launch plan to launch the Clean Energy Fund, as details in the Scope of Work in the general services agreement.

The scope of work was e-mailed to three potential contractors on July 7, 2022 asking for proposals submitted by July 14, 2022. Two contractors submitted proposals. The proposal at the lowest price was selected. The Coalition for Green Capital submitted a proposal to complete the scope of work for \$35,000. The Coalition for Green Capital is a non-profit focused on accelerating investment in clean energy technologies and have led the creation of green banks (a.k.a. clean energy funds) across the country and the world for over a decade.

A New Mexico CRS # has not been provided because the Coalition for Green Capital does not conduct more than \$100,000 of business in New Mexico. This requirement is described at <https://www.tax.newmexico.gov/businesses/who-must-register-a-business/>.

### PROCUREMENT METHOD:

The procurement method for these services is an e-mail request for three written quotes for procurement above \$20,000 and up to \$60,000.



**MUNIS CONTRACT NUMBER: 3202571**

**FUNDING SOURCE:**

**Fund Name/Number:** RESCONSV/Fund 230

**Munis Org Name/Number:** CleanEnrgy/2300331

**Munis Object Name/Number:** GrantsSvcs/510400

**ACTION REQUESTED:**

The Environmental Services Division respectfully requests your review and approval to enter into a General Services Agreement with the Coalition for Green Capital for the General Services related to the Development of the Santa Fe Clean Energy Fund,

**Attachments:** General Services Agreement  
Quotes  
Coalition for Green Capital Business Registration  
Summary of Contracts  
Procurement Checklist



# City of Santa Fe

## Real Estate Summary of Contracts, Agreements, Amendments & Leases

### Section to be completed by department

1. Munis Contract # 3203571

Contractor: Coalition for Green Capital

Description: Santa Fe Clean Energy

Contract  Agreement  Lease / Rent  Amendment

Term Start Date: upon approval Term End Date: 12/31/22

Approved by Council Date: Pending CM approval

**Contract / Lease: Contract for \$37,953.13**

Amendment # \_\_\_\_\_ to the Original Contract / Lease # \_\_\_\_\_

Increase/(Decrease) Amount \$ \_\_\_\_\_

Extend Termination Date to: \_\_\_\_\_

Approved by Council Date: \_\_\_\_\_

### Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)  
**Original contract**

### 3. Procurement History:

*[Signature]* Aug 31, 2022  
Purchasing Officer Review: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: Small purchase contract . \$60k

4. Funding Source: RESCONV F und Org / Object: 2300331.510400

*Andy Hopkins* Aug 24, 2022  
Andy Hopkins (Aug 24, 2022 14:44 MDT) Budget Officer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Staff Contact who completed this form: Maya Martinez Phone # 4271

Email: mfmartinez@santafenm.gov

### To be recorded by City Clerk:

Clerk # \_\_\_\_\_

Date of Execution: \_\_\_\_\_



# CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: Coalition for Green Capital

Procurement Title: Santa Fe Clean Energy Fund

Procurement Method: State Price Agreement  Cooperative  Sole Source  Other

Exempt  Request For Proposal (RFP)  Invitation To Bid (ITB)  Contract under 60K  Contract over 60K

Department Requesting Public Utilities Department/ ESD Staff Name Neal Denton

### Procurement Requirements:

*A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees. .*

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input type="checkbox"/>	Other: _____

<u>Public Utilities Dept / ESD/ Neal Denton</u>	<u>Neal Denton</u> <small>Neal Denton (Aug 23, 2022 16:49 MDT)</small>	Sustainability Officer	8/23/22
Department Rep Printed Name (attesting that all information included)		Title	Date
		Contracts Supervisor	Aug 31, 2022
Purchasing Officer (attesting that all information is reviewed)		Title	Date

Include all other substantive documents and records of communication that pertain to the procurement and any resulting contract.

**From:** [DENTON, NEAL H.](#)  
**To:** [DENTON, NEAL H.](#)  
**Bcc:** [Beth Beloff; Abraham Wapner; sam.donoghue@p2consulting.com](#)  
**Subject:** Santa Fe Clean Energy Fund Services  
**Date:** Thursday, July 7, 2022 3:30:00 PM  
**Attachments:** [Santa Fe Clean Energy Fund Scope of Work.pdf](#)  
[2022\\_General\\_Services\\_or\\_Software\\_Contract\\_Template - APPROVED FOR USE 1-2022.doc](#)

---

Good afternoon,

The City of Santa Fe, NM is seeking qualified contractors to perform the attached scope of work in order to assist with the development of a Santa Fe Clean Energy Fund. Please submit proposals via e-mail to me by 11:59 p.m. MT, Thursday, July 14, 2022. The general services agreement referenced in the scope of work is attached for your convenience.

**Neal Denton**

Sustainability Officer

City of Santa Fe

Environmental Services Division

(505) 955-2229

**From:** [Abraham Wapner](#)  
**To:** [DENTON, NEAL H.](#)  
**Subject:** Re: Santa Fe Clean Energy Fund Services  
**Date:** Monday, July 11, 2022 9:41:19 AM  
**Attachments:** [CGC Santa Fe Clean Energy Fund Proposal - 22.07.11.pdf](#)

---

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Neal,

Thank you for the notification. Please see the attached proposal from the Coalition for Green Capital for the references scope of work.

Please let me know if you have any questions and thank you for your consideration.

Best,  
Abe

On Thu, Jul 7, 2022 at 5:30 PM DENTON, NEAL H. <[nhdenton@santafenm.gov](mailto:nhdenton@santafenm.gov)> wrote:

Good afternoon,

The City of Santa Fe, NM is seeking qualified contractors to perform the attached scope of work in order to assist with the development of a Santa Fe Clean Energy Fund. Please submit proposals via e-mail to me by 11:59 p.m. MT, Thursday, July 14, 2022. The general services agreement referenced in the scope of work is attached for your convenience.

**Neal Denton**

Sustainability Officer

City of Santa Fe

Environmental Services Division

(505) 955-2229

--  
Abraham Wapner  
Program Director, Coalition for Green Capital  
(540) 460-5840  
[www.coalitionforgreencapital.com](http://www.coalitionforgreencapital.com)

## Santa Fe Clean Energy Fund Proposal

### July 11, 2022

The Coalition for Green Capital is excited to submit this proposal about the development of a “Clean Energy Fund” in Santa Fe. A Clean Energy Fund (aka a “Green Bank”) is a tested model for using mission-driven capital from the private and philanthropic sector to drive greater investment into difficult-to-reach clean energy markets. These institutions exist in over a dozen states, and have proven themselves to be powerful tools for achieving positive outcomes on energy, equity, and economic development metrics. The nearly decade-long experience of these institutions can be used to drive similar results in Santa Fe.

The existing Solarize Pilot generated a wealth of data, insights, and market relationships on the clean energy needs and potential solutions in Santa Fe. There is an opportunity to magnify the impact of this Pilot, particularly among LMI communities, by developing a more permanent nexus for emerging clean energy finance models. Developing a local Fund in Santa Fe could solidify and scale the impact begun by the Solarize Campaign.

CGC’s previous engagement with the city of Santa Fe to perform a clean energy market gap analysis will inform the proposed work.

The following Scope of Work outlines the support that CGC is proposing to provide to stakeholders in Santa Fe. The goal of this project is to design a Clean Energy Fund in Santa Fe that can scale the Solarize pilot into a full-fledged, self-sustaining program and serve as a hub for clean energy financing. The primary deliverable of this work is a twelve-month launch plan outlining a creation path and business model for a Clean Energy Fund in Santa Fe. CGC welcomes the opportunity to build on and refine the scope of work.

#### Draft Scope of Work

CGC will evaluate the opportunity for a Clean Energy Fund to increase clean energy development in the residential sector of Santa Fe, New Mexico, through a dedicated financing solution. Completing this work would involve the following tasks:

- **Identify Santa Fe market gaps and 1-2 initial financing products.** Informed by its market analysis and in conversation with key stakeholders in Santa Fe, CGC will develop 1-2 products for the clean energy fund based on the geography-specific needs of Santa Fe and best practices from green banks in other parts of the country.
- **Develop a launch plan and budget.** CGC will develop a twelve-month launch plan and budget for the Fund. This will draw upon the experience of start-up institutions in places like Colorado, Nevada, and Ohio. As part of this work, CGC will outline potential sources of investment capital that can be used to implement the products identified earlier, and operating capital necessary to bring those products to life. Sources explored will include national and local government, foundation, and private.

#### Deliverables

- The first/interim deliverable of this work is an outline of 1-2 financial products that a clean energy fund can bring to increase the development of clean energy in Santa Fe.

- The primary/final deliverable of this work is a business/launch plan for the Fund that includes guidance for groundwork/design of the fund, hiring process and job description for initial staff, and fundraising for ongoing operations and investment.

### Timeline and Budget

CGC estimates that the above scope of work would take approximately two months to complete and cost \$35,000. This budget would primarily be for staff time. This represents an acceleration of the creation timeline from other markets where CGC has worked.

CGC proposes to begin this work in July.

### About CGC

CGC is a 501(c)3 non-profit organization focused on addressing climate change by creating “Green Banks” and similar clean energy finance institutions that increase investment in clean energy. CGC offers a unique and proven capacity as the leading creator, advocate, and expert on Green Banks since 2009 and works directly to support the formation of Green Banks with governmental and civil society partners. CGC also provides on-going consulting and guidance to operating Green Banks.

CGC accelerates climate investment by connecting capital with underserved markets and technologies. CGC incubates local clean energy finance entities – Green Banks – and structures public, private and mission-driven capital for clean energy investment through those entities. CGC implements and supports Green Banks, with a decade of policy and technical work around the world that has led to over \$7 billion of clean energy investment. CGC is recognized as the go-to expert on Green Bank financing.

### Accomplishments and Project Examples

CGC’s Green Bank formation projects in the U.S. include:

- Connecticut – CGC partnered with Connecticut government to design, stand-up and develop the strategy for the Connecticut Green Bank in 2012. CGC has remained closely involved in its product development and operating strategy, which has resulted in over \$1 billion of investment to date.
- New York – CGC helped produce the initial business plan, economic model and economic arguments in support of the NY Green Bank’s creation. This material was used to support the state regulator’s key decision to create and capitalize the NY Green Bank in 2014, which has led to nearly \$2 billion of total investment.
- Rhode Island – CGC partnered with the state Treasurer’s office to design and write the legislation to create the Rhode Island Infrastructure Bank, and then worked with the new Bank’s leadership on initial product design.
- Montgomery County – CGC first conceived of, designed and created legislation to form the Montgomery County Green Bank. And then CGC operationalized the organization by seconding staff to serve as the Acting Executive Director at the launch phase.
- District of Columbia – CGC was awarded a contract by the District government to evaluate the need and investment opportunity for a Green Bank. CGC also designed the legal, capital and

operating structure for the Bank, which led to its creation through legislation that was based on this assessment.

- Climate Access Fund – CGC designed and launched the Climate Access Fund with its founder and CEO to be a government-adjacent non-profit. Today, the Fund is exclusively focused on raising and deploying program related investments to invest in solar targeting low-to-moderate income households in Maryland.
- Nevada – CGC produced a legislatively-directed assessment of the Green Bank need and investment opportunity in Nevada, which identified target markets and investment gaps a Green Bank could fill. CGC then worked with government to pass legislation which formed a new non-profit to serve as the Green Bank, and CGC worked with the state energy office to incorporate and launch that new Green Bank. CGC is now working with the state to staff and operate the Green Bank under a services agreement.
- Colorado – CGC was contracted with the state energy office to design a state Green Bank, identify target markets and help launch the organization. Today, CGC has incorporated the Colorado Clean Energy Fund as a non-profit endorsed by the governor, and has begun to directly operate the Green Bank on behalf of the state.
- Cuyahoga County – CGC developed a Green Bank assessment and design project for Cuyahoga County, Ohio. CGC worked in partnership with the local government and large local foundations to identify the investment opportunity and design a functional Green Bank organization.
- New Jersey – CGC developed a market assessment and launch plan for the newly established Green Fund in New Jersey. CGC worked in partnership with NYCEEC to support the state’s Economic Development Authority as it incubated and launched the fund using state capital.

In addition to project-level work, CGC founded and operates the American Green Bank Consortium and the Green Bank Network. The Consortium is a membership organization enabling Green Banks, capital providers, developers and other clean energy supporters to work together. The Consortium facilitates knowledge sharing among U.S.-based Green Banks and designs blended finance vehicles that work at scale across the entire network.



**From:** [Beth Beloff](#)  
**To:** [DENTON, NEAL, H.](#)  
**Cc:** [Christian Casillas](#); [Ken Hughes](#); [Gary Payton](#)  
**Subject:** Proposal in response to Clean Energy Fund RFP  
**Date:** Thursday, July 14, 2022 8:57:01 AM  
**Attachments:** [Clean Energy Fund Cover Letter.docx](#)  
[Clean Energy Fund Quote.FIN.docx](#)

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Neal,

The Coalition of Sustainable Communities New Mexico is pleased to submit a quote to perform work on the development of the City's Clean Energy Fund, with a total budget of \$47,125 inclusive of GRT and completing the work by October 28th. We propose to carry out the following tasks:

1. Recommendation of initial solar and energy efficiency loan products for the Clean Energy Fund, based upon stakeholder input from financial institutions and contractors, as well as from low-and-moderate-income (LMI) serving organizations and households.
2. Recommendations for growing the fund through Federal programs, State government appropriations, and private investment.
3. Delivery of a detailed business plan covering initial staffing, overall budget, a launch plan, and consideration for further funding and scaling of the Clean Energy Fund in order to achieve self-sufficiency within a reasonable timeframe.

I feel the Coalition is uniquely positioned to carry out this work, given our explorations over the past several years into the development and funding of Green Banks, expertise in state and federal legislative advocacy, and our ongoing work with low-and-middle-income New Mexico communities around mitigating energy burdens.

Best regards,

Beth

Beth Beloff,  
Executive Director,  
Coalition of Sustainable Communities NM  
713 562-7968 (text/cell)  
505 467-8530 (office)



Beth Beloff, Executive Director  
Coalition of Sustainable Communities New Mexico  
501 Halona St.  
Santa Fe, New Mexico 87505

July 13, 2022

Neal Denton, Sustainability Officer  
Environmental Services Division  
City of Santa Fe

Dear Mr. Denton,

The Coalition of Sustainable Communities New Mexico is pleased to submit a quote to perform work on the development of the City's Clean Energy Fund, with a total budget of \$47,125 inclusive of GRT and completing the work by October 28th. We propose to carry out the following tasks:

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I feel the Coalition is uniquely positioned to carry out this work, given our explorations over the past several years into the development and funding of Green Banks, expertise in state and federal legislative advocacy, and our ongoing work with low-and-middle-income New Mexico communities around mitigating energy burdens.

Sincerely,

Beth Beloff  
Executive Director  
Coalition of Sustainable Communities New Mexico



*A Quote to the City of Santa Fe  
for support in the development of its Clean Energy Fund*

*July 14, 2022*

## **SUMMARY**

The Coalition of Sustainable Communities New Mexico (CSCNM) proposes to carry out the scope of work for a total of \$47,125 inclusive of GRT. This will include:

1. Recommendation of initial solar and energy efficiency loan products for the Clean Energy Fund, based upon stakeholder input from financial institutions, contractors, and low-and-moderate-income (LMI) serving organizations and households.
2. Recommendations for growing the fund through Federal programs, State government appropriations, and private investment.
3. Delivery of a detailed business plan covering initial staffing, overall budget, a launch plan, and consideration for further funding and scaling of the Clean Energy Fund to achieve self-sufficiency within a reasonable timeframe.

CSCNM's internal expertise will be supplemented through sub-contracts with financial experts who have experience creating and running clean energy funds. The project will complete the final deliverables by October 28, 2022.

## **SCOPE OF WORK**

### ***Recommend loan products for the Clean Energy Fund***

The development of the initial lending products involves understanding the demand and barriers from the perspective of three stakeholder groups:

#### **1. Financial institutions that are lending the money: banks, credit unions, and CDFIs**

To better understand the perspective of local financial institutions, CSCNM will conduct interviews with appropriate banks, credit unions, and community development financial institutions (CDFIs) that serve LMI households. These interviews will seek to provide a better understanding of what drives existing

loan products, such as loan amounts and terms, credit requirements, and default rates. In addition, the interviews will shed light on lessons learned working with LMI communities and contractors and mechanisms for community outreach and education. As the City of Santa Fe has been working with the Coalition for Green Capital (CGC) on expanding the Solarize Program, in which CGC has conducted numerous interviews, this initial work will be tailored to fill in any interview gaps or follow-up on unanswered questions.

## **2. Contractors who will be doing the work: solar installers, HVAC contractors, etc.**

Many contractors work as middle-men between lenders and customers for financing solar installation and home-improvement work. Contractors have a unique perspective into what sort of home-improvement work households prioritize and how they pay for it. Through interviews with solar installers and contractors who do weatherization, heating and cooling, and energy efficiency work, we plan to gather information on market demand and barriers to achieving greater levels of energy efficiency in products and equipment.

## **3. Households who will be receiving the loans**

To better understand the willingness of LMI households to take out loans for rooftop solar or energy efficiency products, CSCNM will perform outreach to both LMI households and organizations that work with these households. The discussions will focus on a small suite of sample products that have been successful with LMI communities in other regions (e.g., rooftop solar, weatherization measures, and heat-pump hot-water heaters). The measures will be made concrete through an exploration of potential loan terms, financial paybacks, and marketing and communication recommendations based upon the prior interviews with financial lenders and contractors.

CSCNM will begin discussions with several local organizations that serve low-income households in the Santa Fe area, such as, Earth Care, Youthworks, Chainbreakers, and Homewise, as well as organizations from other cities in New Mexico that have relevant experience with energy projects for lower income communities, such as Prosperity Works and Energy Works. Using input from these initial discussions, CSCNM will then hold several focus groups with LMI households to gather feedback on market demand for potential loan products. These will involve providing stipends to households from target demographics to participate in a focus group in which they will be presented with several potential loan products and have the opportunity to explore the costs and benefits and provide feedback.

The best scenarios for some households might involve matching a loan product with free or subsidized services from existing programs. There are a variety of energy efficiency programs that are currently or will soon become available to low-and-middle-income households. Existing programs include New Mexico Mortgage Finance Authority's Weatherization Assistance Program (WAP), PNM and NM Gas Programs, and Habitat for Humanity Home Repair Program. New programs include the State's Community Energy Efficiency block grant program and the federal Energy Efficiency and Conservation block grant program. Many households may be unaware of these programs, or there may be barriers that prevent households from easily accessing the benefits. WAP serves a limited number of households each year and has a long waiting list, and some of the utility programs are not well advertised and

accessing the services may not be convenient. It will be important to discuss some of these pathways within the discussion and focus groups.

## **DEVELOP A PLAN FOR FINANCING AND LAUNCH OF THE CLEAN ENERGY FUND**

CSCNM will work with experts who have helped other states and local governments staff and launch clean energy funds. CSCNM will develop a detailed business plan with recommendations for needed staffing and skills and a budget to manage the Clean Energy Fund. This will include a launch plan for the Fund.

Further, CSCNM will project how much public funding will be required for the Clean Energy Fund to attract private investments in order to reach self-sufficiency, and how to scale that effort. CSCNM will also develop a strategy to seek a state appropriation in the 2023 Legislative Session to continue funding the local effort, with a goal of scaling it statewide.

A key factor for the success of the Fund will involve quickly growing the Fund itself. CSCNM will work with partners in state government, investors, and foundations in order to develop a plan for increasing the money available to the Clean Energy Fund. Possible avenues for funding include through state and federal legislative appropriations, social impact investments, and grant opportunities.

## **DELIVERABLES**

Final report will be completed by October 28, 2022, and will include:

- Summary of interviews and focus groups
- Recommendations for initial loan products
- Business plan for Fund start-up and operations
- Financing recommendations for the Fund as well as estimates for becoming self-sufficient at scale.

## BUDGET

TIME ALLOCATION	Total Person Hrs
<b>Recommendations for Loan Products</b>	
Interviews with existing financial institutions	24
Interviews with solar contractors	16
Interviews with energy efficiency/HVAC contractors	24
Interviews with LMI serving organizations	16
LMI Focus Groups	45
<b>Recommendations for Fund Growth</b>	
Interviews with legislators	24
Interviews with investors	24
<b>Business Plan</b>	
Creation of a detailed business plan covering initial staffing, overall budget	100
Launch plan	32
<b>Report</b>	
Development of final report	72
<b>TOTAL HOURS</b>	<b>377</b>

Ave Labor Rate	\$ 125.00
<b>TOTAL COST</b>	<b>\$ 47,125.00</b>

## TEAM DESCRIPTION

The Coalition of Sustainable Communities New Mexico (CSCNM) is a nonprofit, nonpartisan membership organization representing and serving New Mexico’s cities and counties. The Santa Fe Community Foundation (SFCF), a 501(c)3 organization, is the Coalition’s fiscal sponsor. The Coalition’s current membership consists of the cities of Albuquerque, Santa Fe, Las Cruces, Town of Taos and Santa Fe County, Los Alamos County and Taos County. The constituency of our member governments represent more than 40% of the population of New Mexico.

CSCNM is committed to:

- **Leading** in increasing climate actions around reducing greenhouse gas emissions, adapting to climate change statewide, and promoting solutions that increase equity within our diverse communities.
- **Advocating** for legislation, regulations, and administrative actions to allow for energy choice, resource conservation, greater equity, and climate action at the state and local levels.
- **Deepening knowledge** in areas of climate, sustainability, and environmental justice issues and best practices.
- **Developing Solutions** through collaborative action by governments and stakeholders to address challenges regarding climate change, sustainability, and equity.

Since 2020, the Coalition has been exploring the possibility of creating a Clean Energy Fund (Green Bank) pilot for Santa Fe, to be scaled statewide after proof of concept locally. The Coalition engaged with Inclusive Prosperity Capital and Coalition for Green Capital in considering what national best practices could be applied to the Santa Fe area and what would be needed to determine market demand and subsequent actions required to move toward implementation. The Coalition reached out to Senator Ben Ray Lujan's office to review legislative language about funding Green Banks nationally, and it worked with the City of Santa Fe in articulating how the City could fund a Clean Energy Fund pilot. The latter resulted in the Governing Body's approval of a budget to initiate a study and subsequent funding for the startup of a Clean Energy Fund for Santa Fe.

The Coalition engages in collaboration with its member governments and other stakeholders to develop equity-based solutions to climate and sustainability challenges. The Coalition has been actively advocating for and creating policies and programs that benefit low-income communities in New Mexico and reduce their energy burden. The Coalition is currently a partner on a recently awarded DOE grant (Affordable Mobility Platform (AMP)), which will pilot electric car-shares at low-income apartments in Albuquerque and Santa Fe County. The Coalition serves, along with Prosperity Works, on a statewide Equity and Inclusion Building Electrification working group and has hosted multiple low-income energy efficiency workshops for its members. The Coalition and several other organizations just completed a contract with the Public Regulation Commission to develop outreach strategies and recommend methods for low-income inclusion in New Mexico's forthcoming Community Solar Program. The Coalition also participated in the City of Santa Fe's Solarize Campaign pilot program, to provide rooftop solar to LMI households.

**Beth Beloff, Executive Director, CSCNM**

Beth Beloff has a long history of community service and social entrepreneurship, having founded and led a number of nonprofit sustainability-related think tank organizations. Her professional work over the last 30+ years has been to integrate sustainability into decision-making for all types of organizations: governmental entities, business organizations, and nonprofits. Prior to being in the sustainability field, she practiced architecture and urban planning, taught graduate level architecture courses, and was a land development management and strategic management consultant.

From 2015 through 2018 she served as Chair of the Santa Fe Sustainability Commission (SSFC), tasked with development of a 25-year sustainability and carbon neutral plan for Santa Fe. Following a strategy recommendation of the SSFC, Mayor Webber asked her to establish and become Executive Director of the Coalition of Sustainable Communities New Mexico (Coalition) in 2018. The Coalition's purpose is to align local government elected leaders in New Mexico around statewide policy solutions to climate change and sustainability. She led the Coalition's effort to establish the Community Solar Act, a three-year effort together with a coalition of others to define community solar for New Mexico, help draft bill language, coordinate the Senate Memorial establishing a working group to further study the details, and participate in the PRC rulemaking for community solar. She was presented by the Coalition for Community Solar Access their Community Solar Champion Award.



Beth also chairs the Santa Fe Community Foundation. She has a BA from University of California, Berkeley, a Master of Architecture degree from UCLA, and an MBA from the University of Houston. She has authored many publications and a book on sustainability.

**Christian Casillas, Director of Policy Development and Research, CSCNM**

Christian was born and raised in Santa Fe and is a consultant on energy policy, sustainable development, and education. He has lived and worked in countries around the globe, focused on aspects of sustainable energy for under-served communities. His work has included designing and implementing training workshops on renewable energy and energy efficiency, and leading community participatory workshops. He has been the lead author for peer-reviewed papers focusing on energy-access in Science, Climate Policy, and Energy Policy. In the last several years his work has included curriculum development for Santa Fe Community College's smart grid and microgrid training program, designing and teaching workshops in Santa Fe's public schools, analysis of local photovoltaic markets, and contributions to the development of Santa Fe's 25-year sustainability plan, including collaborating on the design of public outreach and engagement. Christian has a PhD and MS in Energy and Resources from UC Berkeley, an MS in Applied Mathematics from Johns Hopkins, and a BA in Environmental Engineering from Harvard.

**Ken Hughes, Director of Operations and Development, CSCNM**

Ken spent 26 years with the State of New Mexico. Half of his state career was helping municipalities and counties plan their futures including the infrastructure capital improvement planning program. Ken conducted strategic planning and administered planning grants for communities throughout the state and wrote reports on effects of growth in New Mexico and options for its management. For the past twelve years Ken served as a Clean Energy Specialist at New Mexico's Energy, Minerals, and Natural Resources Department to promote the application of solar energy and energy efficiency practices by schools, local and state governments, tribes, homeowners, builders, and commercial building owners. Ken oversaw the Sustainable Building Tax Credit Program, which has transformed the building industry toward energy efficiency as an adopted best practice. He managed a project to bring solar energy to low- and moderate-income households. And he promoted financial mechanisms such as on-bill repayment, clean energy revenue bonds and performance energy bonds. He also served on energy efficiency advisory groups for PNM and New Mexico Gas Company. Ken has a BA from the University of Notre Dame and MA in Public Policy from Virginia Tech.





# City of Santa Fe, New Mexico

## Memorandum



**DATE:** August 25, 2022

**TO:** Joann Lovato, Contracts Supervisor

**FROM:** Maya Martinez, Public Utilities Fiscal Administrator *MM*

**RE:** Procurement Due Diligence memo - Requested proposal P2Consulting - Third Quote

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### **BACKGROUND AND SUMMARY:**

The Governing Body budgeted \$500,000 to fund the establishment of the Santa Fe Clean Energy Fund and re-launching the Solarize Santa Fe campaign. The first step is to hire a contractor to conduct a market analysis and perform the due diligence needed to create a launch plan to launch the Clean Energy Fund, as details in the Scope of Work in the general services agreement.

The scope of work was e-mailed to three potential contractors on July 7, 2022 asking for proposals to be submitted by July 14, 2022. The email was sent to the following Contractors:

Coalition for Green Capital  
Coalition for Sustainable Communities NM  
P2Consulting

Coalition for Green Capital and Coalition for Sustainable Communities provided proposals within the deadline. A third contractor did not respond to the email. The proposal at the lowest price was selected. The Coalition for Green Capital submitted a proposal to complete the scope of work for \$35,000. The Coalition for Green Capital is a non-profit focused on accelerating investment in clean energy technologies and have led the creation of green banks (a.k.a. clean energy funds) across the country and the world for over a decade.

Staff requests the Procurement Office's acceptance of the 2 proposals, and the third unresponsive email, as our approved procurement for this contract.

**From:** [postmaster@valcon.com](mailto:postmaster@valcon.com)  
**To:** [sam.donoghue@p2consulting.com](mailto:sam.donoghue@p2consulting.com)  
**Subject:** Delivered: Santa Fe Clean Energy Fund Services  
**Date:** Monday, July 11, 2022 5:36:25 PM  
**Attachments:** [Santa Fe Clean Energy Fund Services.msg](#)

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Your message has been delivered to the following recipients:  
sam.donoghue@p2consulting.com (sam.donoghue@p2consulting.com) <mailto:sam.donoghue@p2consulting.com>  
Subject: Santa Fe Clean Energy Fund Services

**Signature:**   
SHANNON JONES [Dec 6, 2022 15:18 MST]

**Email:** [swjones@santafenm.gov](mailto:swjones@santafenm.gov)












# 23-0007 Coalition for a Green Capital

Final Audit Report

2023-01-12

Created:	2023-01-11
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAP0wxbUk8UnjhLgi4zUOgxVWovzDrfcqB

## "23-0007 Coalition for a Green Capital" History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-01-11 - 5:43:12 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-01-11 - 5:45:43 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-01-11 - 11:29:22 PM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-01-11 - 11:52:32 PM GMT- IP address: 63.232.20.2
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Signature Date: 2023-01-11 - 11:52:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature  
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2023-01-12 - 2:30:35 AM GMT- IP address: 216.207.130.218
-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
2023-01-12 - 2:32:27 AM GMT- IP address: 216.207.130.218
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2023-01-12 - 2:32:29 AM GMT - Time Source: server- IP address: 216.207.130.218
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-01-12 - 2:32:32 AM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-01-12 - 4:12:04 AM GMT- IP address: 104.47.65.254



 Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-01-12 - 4:20:39 AM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2023-01-12 - 4:20:39 AM GMT