



**TAOS COUNTY
ORDINANCE NO. 2025 – 1**

**ADOPTING A COMMUNITY ENERGY EFFICIENCY DEVELOPMENT (CEED)
PROGRAM TO PROVIDE TARGETED IMPROVEMENTS TO RESIDENTIAL HOUSING
UNITS FOR UNDERSERVED COMMUNITIES.**

Section 1. Title/Short Title.

This ordinance, as adopted, may be cited as “The Taos County Community Energy Efficiency Development Block Grant Ordinance.”

Section 2. Authority

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

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

Section 3. Purpose

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

- (1) Provide for the approval of the Taos County’s CEED Block Grant;
- (2) Provide for the acceptance of the CEED Block Grant from EMNRD;
- (3) Provide for implementation of the CEED Program; and
- (4) Provide for and adopt the Terms and Conditions of the Grant approved by EMNRD pursuant to the act.

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

Section 4. Definitions

The following words and terms shall have the following meanings:

“Act” means the Community Energy Efficiency Development Block Grant Act, NMSA 1978, Ch. 62-17A-1, et seq.

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

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

“Community partner” means an organization that provides services or outreach to an underserved community to implement a community energy efficiency project.

“Department” means the New Mexico Energy, Minerals and Natural Resources Department.

“Division” or **“ECAM”** means the Energy Conservation and Management Division.

“Energy burden” means the percentage of gross household income spent on energy costs; calculated by dividing the average housing energy cost by the average annual household income.

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

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

“Residential housing” means:

- (1) a building, structure, or portion thereof that is primarily occupied or designed for or intended primarily for occupancy as a residence by one or more households, including congregate housing, manufactured homes, and other facilities; or
- (2) real property that is offered for sale or lease for the construction or location on that real property of a building, structure, or portion thereof that is intended primarily for occupancy as a residence by one or more households.

“Underserved community” or **“disadvantaged community”** means an area in the state, including a county, municipality or neighborhood, or subset of an area, where:

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

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

Section 5. General Requirements/Terms and Conditions:

1. **Flow Down Requirement:** The Entity agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subcontractors (as appropriate), and to require their strict compliance therewith. Further, the Entity must apply the Award terms to all subcontractors (as appropriate), and to require their strict compliance therewith.
2. **Post-Award Due Diligence Reviews:** During the life of the Award, EMNRD may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, EMNRD may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.
3. **Allowable Costs:** ECAM determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910, if applicable. The Entity is responsible for maintaining records adequate to demonstrate that the costs claimed have been incurred, are reasonable, allowable, and allocable, and comply with generally accepted accounting principles. The Entity must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subcontractors and project costs that the Entity claims as cost sharing, including in-kind contributions. Upon request, the Entity is required to provide such records to ECAM. Such records are subject to audit. Failure to provide ECAM adequate supporting documentation may result in a determination by ECAM that those costs are unallowable.
4. **Budget Amendments:** If any changes to the budget are required, the Entity shall request a budget amendment from ECAM and the request must be approved prior to implementation. Budget amendments shall be compatible with the terms of this Agreement and of such a nature as to qualify as an allowable cost. Budget amendments requested during the ninety (90) prior to the completion date will be approved on a limited basis.:
5. **Subcontractor Change Notification:** Except for subcontractors specifically proposed as part of the Entity's Application for award, the Entity must notify ECAM in writing 30 days prior to the execution of new or modified subcontractor agreements, including naming any To Be Determined subcontractors.
6. **Organizational Conflict of Interest:** Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Entity is unable or appears to be unable to be impartial in conducting procurement action involving a related organization.

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

- a. If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Entity must procure goods and services from other sources when using project funds.
 - b. The Entity must flow down the requirements of the COI Policy to any subcontractor entities. The Entity is responsible for ensuring subcontractor compliance with this term. If the Entity has a parent, affiliate, or subsidiary organization, the Entity must maintain written standards of conduct covering organizational conflicts of interest.
- 7. **Financial Conflicts of Interest:** The Entity must disclose in writing any managed or unmanageable financial conflicts of interest involving a member of the project team and include sufficient information to enable EMNRD to understand the nature and extent of the financial conflict, and to assess the appropriateness of the non-Federal entity's management plan.
- 8. **Penalties:** Failure to follow any of the program guidelines or the provisions laid out in this Agreement can result in EMNRD imposing specific grant requirements or taking one or more of the following actions:
 - a. temporary withholding of payments until Entity takes corrective action;
 - b. dis allowance of costs for all or part of the activity associated with the noncompliance of the Entity;
 - c. suspension or termination of the grant in part or in its entirety;
 - d. debarment or suspension of the Entity;
 - e. withholding of further funds from EMNRD; or
 - f. any and all other legal remedies.
- 9. **Fraud. Waste and Abuse:** The Entity must disclose, in a timely manner, in writing to EMNRD all violations of Federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in Section 8, above.
- 10. **Prevailing Wage Requirements:** This award is funded as a Public Works program. All laborers and mechanics employed by the Entity, subcontractors, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of \$60,000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by NMDWS or the US Secretary of Labor.
 - a. Recipients shall provide written assurance acknowledging the Prevailing Wage requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality.
 - b. The Entity must comply with all of the Prevailing Wage requirements, including but not limited to:

- i. ensuring that the wage determination(s) and appropriate Prevailing Wage clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subcontractor awards.
- ii. being responsible for compliance by any subcontractor or subcontractor with the Prevailing Wage labor standards.
- iii. receiving and reviewing certified weekly payrolls submitted by all subcontractors and subcontractors for accuracy and to identify potential compliance issues.
- iv. maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the State, EMNRD or the Department of Labor upon request.
- v. conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subcontractors and as requested or directed by the State or EMNRD.
- vi. cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
- vii. posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.
- viii. notifying ECAM of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the Entity, subcontractor, contractor, or subcontractor employees; significant labor standards violations; disputes concerning labor standards; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this GSA, a subcontract, or subcontractor award.
- ix. preparing and submitting to ECAM, the Prevailing Wage Semi-Annual Labor Compliance information in Quarterly Reports, by April 20 and October 20 of each year.

Section 7. Discrimination prohibited.

The development; construction, occupancy and operation of a CEED Program or a CEED Program project financed or assisted under the act and this chapter shall be undertaken in a manner consistent with principles of nondiscrimination and equal opportunity, and the County of Taos shall require compliance by all qualifying grantees with all applicable federal and state laws and regulations relating to affirmative action, nondiscrimination and equal opportunity.

Section 8. Administration.

The County of Taos shall administer any CEED Program project in accordance with provisions of the act, the rule, this chapter, any applicable state and federal laws and regulations as each of which may

be amended or supplemented from time to time. The county of Taos, in establishing, funding and administering the CEED Program and by making, executing, delivering and performing any award, contract, grant or any other activity or transaction contemplated by the act, shall not violate any provision of law, rule or regulation or any decree, writ, order, injunction, judgment, determination or award and will not contravene the provisions of or otherwise cause a default under any of its agreements, indentures, or other instruments to which it may be bound.

Section 9. Termination.

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

PASSED, APPROVED AND ADOPTED, this 18th day of March 2025.

**BOARD OF COUNTY COMMISSIONERS
OF TAOS COUNTY, NEW MEXICO**

TAOS COUNTY
VALERIE RAEL MONTOYA, CLERK
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BY BLANCAL



Ronald Mascareñas, Chair

Attest:



Valerie Montoya, Taos County Clerk

VOTE RECORD:				
FR Bob Romero	<u>yes</u>	no	abstain	absent
M. Romero Jr.	<u>yes</u>	no	abstain	absent
D. Vigil	<u>yes</u>	no	abstain	absent
A. Brush	<u>yes</u>	no	abstain	absent
R. Mascareñas	<u>yes</u>	no	abstain	absent

Approved as to legal form:



Patrick Trujillo, Contract County Attorney

TAOS COUNTY CLERK
RECORDER
SEAL

TAOS

TAOS COUNTY CLERK
TAOS
RECORDER SEAL