

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

AGENDA DATE: January 20, 2026

CONTACT PERSON(S) NAME AND PHONE NUMBER: Fernando Berjano (915) 337-2517

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: Develop and implement a comprehensive climate action plan

SUBJECT:

Action to approve a resolution to enter into an agreement with El Paso Electric, Project Bravo, and CLEAResult to deploy funds for a low-income cool roof program

BACKGROUND / DISCUSSION:

The CEP and EPE have agreed to direct the Low-Income Assistance Funds to install energy efficient Cool Roofs on qualifying low-income homes within the city limits of El Paso. Energy costs for El Pasoans keep increasing and the partnership with El Paso Electric (EPE) and Project Bravo (PB) will provide and assistance mechanism for qualifying households.

PB will act as implementing agency and CLEAResult as management and verification entity for the program. PB brings decades of expertise working on weatherization programs for low-income households while CLEAResult currently provides support EPE in their Energy Efficiency programs.

The CEP and EPE agree to have the Program implemented by PB and administered by CLEAResult; with the City of El Paso, EPE, PB and CLEAResult wishing to enter into a Memorandum of Understanding directing the use of the Low-Income Assistance Funds and delineating the responsibilities and deliverables associated with the implementation of the Program.

PRIOR COUNCIL ACTION:

On February 4, 2020, the Franchise granted to EPE by the City of El Paso (CEP) was Amended by Ordinance No. 019022 (Franchise Amendment Ordinance) which was approved and adopted by the City of El Paso that date.

The Franchise Amendment Ordinance included provisions to establish a Low-Income Assistance Program (Program) to include the pledge of funds (Low Income Assistance Funds) in the amount of \$200,000 per year over 5 years to be used to support EPE's low-income assistance programs (Exhibit).

AMOUNT AND SOURCE OF FUNDING:

NA

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: City Manager's Office – Strategic Partnerships – Ian Voglewede
SECONDARY DEPARTMENT: CID – Gilbert Guerrero

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Stephen Ian Voglewede

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

WHEREAS, the Franchise granted to El Paso Electric (EPE) by the City of El Paso (CEP) was Amended by Ordinance No. 019022 (Franchise Amendment Ordinance) which was approved and adopted by the City of El Paso on February 4, 2020; and

WHEREAS, the Franchise Amendment Ordinance included provisions to establish a Low-Income Assistance Program (Program) to include the pledge of funds (Low Income Assistance Funds) in the amount of \$200,000 per year over 5 years to be used to support EPE's low-income assistance programs; and

WHEREAS, CEP and EPE have agreed to direct the Low-Income Assistance Funds to install energy efficient Cool Roofs on qualifying low-income homes within the city limits of El Paso; and

WHEREAS, CEP and EPE agree to have the Program implemented by Project Bravo and administered by CLEAResult;

WHEREAS, the City of El Paso, El Paso Electric, Project Bravo and CLEAResult wish to enter into a Memorandum of Understanding directing the use of the Low-Income Assistance Funds and delineating the responsibilities and deliverables associated with the implementation of the Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS:

THAT, the City Manager be authorized to sign a Memorandum of Understanding (MOU) with El Paso Electric Company (EPE), City of El Paso (CEP), El Paso Community Action Program Project BRAVO, Inc., also known as Project Bravo (PB), and CLEAResult Consulting Inc., for the sole use of the Low-Income Assistance Funds contemplated in section 1.2.4 of the Franchise Amendment Ordinance, for the installation of Cool Roofs for low-income homes within El Paso city limits.

(Signatures begin on the Following Page)

APPROVED this ____ day of _____, 2026.

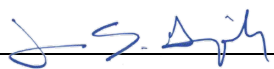
CITY OF EL PASO:

Renard U. Johnson
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


S. Ian Voglewede, Director
Strategic and Legislative Affairs

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) or (“Agreement”) is entered into by and among El Paso Electric Company (“EPE”), City of El Paso (“CEP”), El Paso Community Action Program Project BRAVO, also known as Project BRAVO (“PB”), and CLEAResult Consulting Inc. (“CLEAResult”). EPE, CEP, PB and CLEAResult may be individually referred to as “Party” and collectively as “Parties” within this agreement.

Recitals

WHEREAS, this MOU arises from the 2020 Amended Franchise Agreement between EPE and the CEP. The Amended Franchise Agreement was approved and adopted by CEP as Ordinance No. 019022 (“Ordinance”) on February 4, 2020. The Ordinance states as follows,

Section 1.2.4 “Low Income Assistance Program. Within ninety (90) days of closing of the Proposed Transaction, EPE will coordinate with the City on efforts to enhance EPE’s current low income assistance programs and EPE will make recommendations and proposals for consideration to the City. Sun Jupiter will pledge up to one million dollars (\$1,000,000) (Low Income Assistance Funds) to be paid in equal installments of two hundred thousand dollars (\$200,000) per year over a period of five (5) years to support enhancements to EPE’s low income assistance programs.”

WHEREAS, CEP and EPE have agreed to set aside a portion of the Low Income Assistance Funds to install qualifying energy efficient Cool Roofs on low income homes within the city limits of El Paso through the Low Income Assistance Program to be implemented by PB and administered by CLEAResult as described in the Statement of Work, attached and incorporated as Exhibit A (“SOW”), and subject to the Master Consulting Services Agreement, dated January 1, 2024, between EPE and CLEAResult. “Cool Roofs” are solar reflective roofing described in Section 2 of this MOU.

WHEREAS, CEP and EPE will direct the remainder of the Low Income Assistance Funds for PB administrative costs and the installation of eligible cool roof projects.

THEREFORE, for and in consideration of the recitals set forth above, the covenants, terms, conditions, and releases herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties warrant, represent, and agree to the following terms:

Agreement

1. Payment. Under the direction of CEP, EPE shall distribute the Low Income Assistance Funds to CLEAResult and PB as follows:
 - a. Administrative Fees to CLEAResult: EPE shall allocate an estimated \$26,000 of the Low Income Assistance Funds to CLEAResult for services described in the SOW. The final amount will depend on the number of projects completed under this MOU and afforded by the funding and includes up to eighty (80) projects. Each additional project shall be billed to EPE at \$250.00.
 - b. Program Implementation Funds to PB: The remaining Low Income Assistance Funds, approximately \$974,000 depending on amount of project PB submits for payment to CLEAResult, shall be utilized by PB to cover administrative costs and to compensate contractors responsible for installing eligible solar reflective roofing on eligible low income homes as part of the Low Income Assistance Program via payments from EPE through CLEAResult. The total cost for the implementation and execution of each project

shall not exceed \$30,000.00. EPE will pre-fund an account owned by CLEAResult to cover the cost of PB invoicing to CLEAResult for completed projects, including an initial advance deposit of \$50,000.

i. Payment Method and Timeline: EPE shall disburse funds via ACH deposits to CLEAResult, as PB submits applications and invoices CLEAResult for completed projects. Each payment will be contingent upon receipt and approval of PB's applications and invoices, as applicable, by EPE or CLEAResult.

ii. Conditions of Payment: Timely receipt and clearance of ACH deposits by CLEAResult are conditions to EPE's obligation under this MOU. Upon disbursement of the full funds to CLEAResult and PB, EPE's obligations under Section 1 of this MOU and Section 1.2.C.4 of the Ordinance shall be deemed discharged. No additional financial obligations will be incurred on to the CEP through the implementation of the Low Income Assistance Program nor the activities contemplated in this MOU.

2. Use of Funds. Parties agree that the sole use of the Low Income Assistance Funds will be for the repair/replacement of roofs, in preparation for the installation of Cool Roofs for low income homes within El Paso city limits, indirect/administrative costs for PB, outreach, training & technical assistance, program support provided by PB staff, and CLEAResult services described in the SOW. To qualify as a Cool Roof and be eligible for funding under this Low Income Assistance Program, the completed roof must meet or exceed the following ratings issued by the Cool Roof Rating Council <https://coolroofs.org/directory/roof>.

Low Slope ($\leq 2/12$) Initial Solar Reflectance ≥ 0.65 , 3-Year Solar Reflectance ≥ 0.50

High Slope ($> 2/12$) Initial Solar Reflectance ≥ 0.25 , 3-Year Solar Reflectance ≥ 0.15

3. Reporting Requirement. CLEAResult and PB shall submit an expense report to EPE and CEP by January 31, 2026, and annually thereafter until the Low Income Assistance Funds are expended, detailing expenditures in compliance with this MOU.
4. Misuse of Funds. The use of any of the Low Income Assistance Funds provided under this MOU for a purpose other than those expressly stated in Section 1 of this MOU shall be considered a breach of this contract, and the breaching Party shall be liable for repayment of the misused funds.
5. Enforcement. The Parties stipulate and agree that any breach by CLEAResult or PB of any provision of this MOU will cause EPE and the other party irreparable harm, which will not be compensable through the mere payment of monetary damages. Accordingly, the Parties agree that, in the event of any breach by CLEAResult or PB, EPE and the party not in breach shall be entitled to obtain, without the posting of a bond or other security as a condition to such relief, one or more of the following: (a) temporary restraining orders and/or preliminary and permanent injunctive relief restraining CLEAResult's or PB, or both, from further breaches, and (b) orders compelling specific performance of CLEAResult or PB's obligation under Section 1 of this MOU.
6. Full Power and Authority. The signatories to this MOU represent and warrant each to the other that the signatory: (a) has read and understands this MOU, (b) has full authority to bind the Party to this MOU and has full authority to enter into this MOU and be bound by the terms and conditions of this MOU, and (c) sets the signatory's hand with the intention of legally binding the Party to this MOU represented by the signatory.


(Signatures Begin on Following Page)

IN WITNESS WHEREOF, the Parties intending to be legally bound, have caused this MOU to be executed by duly authorized personnel as of this date, _____, 2025, the "Effective Date").


CITY OF EL PASO:

By: _____
Dionne Mack
City Manager

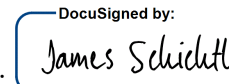
APPROVED AS TO FORM:

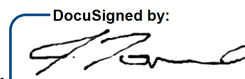


Juan S. Gonzalez
Senior Assistant City Attorney

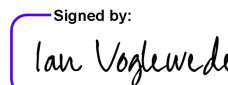
By: 

Laura Ponce
Executive Director
El Paso Community Action Program Project BRAVO
2000 Texas Ave
El Paso, TX 79901

DocuSigned by:

By: _____
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James Schichtl
Vice President of Regulatory Operations and Customer Service
El Paso Electric Company
100 N Stanton
El Paso, TX 79901

DocuSigned by:

By: _____
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Jeremy Townsend
Senior Vice President, Central Region
CLEAResult Consulting Inc.
6504 Bridge Point Parkway, Suite 425
Austin, TX 78730

APPROVED AS TO CONTENT:

Signed by:


6865163445EG467...
S. Ian Voglewede, Director
Strategic and Legislative Affairs

EXHIBIT A
STATEMENT OF WORK FOR LOW INCOME ASSISTANCE FUNDS

1. Master Agreement.
THIS STATEMENT OF WORK (this “**SOW**”) FOR THE LOW INCOME ASSISTANCE PROGRAM (the “**Program**”) is entered into effective as of the last date of signature of the MOU (“**SOW Effective Date**”), by and between El Paso Electric Company (“**EPE**”) and CLEAResult Consulting Inc. (“**CLEAResult**”) pursuant to the terms and conditions of that certain Master Consulting Service Agreement between the parties, dated January 1, 2024 (the “**Agreement**”). Capitalized terms not defined in this SOW are as defined in the Agreement.
2. General Scope.
As required in the Agreement, this SOW defines the Services. The parties intend for CLEAResult to administer applications and payment processing on behalf of EPE for the Low Income Assistance Program in the state of Texas.
3. Term.
The term of this SOW is from the Effective Date until the budget has been expended or December 31, 2027, whichever comes first.
4. Tasks.
CLEAResult shall perform the following:
 - a. Start up.
Configure DSMT, CLEAResult’s proprietary system (the “Portal”), to accept and process applications from Project Bravo
 - b. Application Processing.
 - i. Collect applications, and any additional items as required, via the Portal, by mail, by fax, or by email
 - ii. Review submitted applications by Project Bravo for completeness and eligibility
 - c. Payment Processing.
 - i. Set up Project Bravo in the Portal for payment processing
 - ii. Invoice EPE as described in Section 5.b
 - iii. Within one (1) week of receipt of corresponding payment from EPE, CLEAResult shall issue Program payments via ACH or paper check to Project Bravo
 - d. Customer Service.
 - i. CLEAResult shall properly train customer support personnel and establish and staff toll-free number Monday through Friday, 8 am to 5 pm local time, as follows:
Excluding the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day, including the Friday immediately before or the Monday immediately after, if a holiday falls on a weekend
 - ii. Voice messaging for calls received outside of operating hours and return calls within two (2) business days
 - iii. Customer support personnel shall respond to emails regarding Program within two (2) business days
 - iv. Collect customer name, site, and demographic information
 - v. Provide information about the application process, eligibility, and status of applications
 - e. Quality Control.
 - i. Perform pre and post installation review of documentation of completed projects
 - ii. Perform random on-site post-inspections for at least twenty five percent (25%) of completed projects processed
 - f. Reporting.

Each month, provide EPE a report of invoiced projects in Excel format including individual customer name, address, projects completed, date project completed, and check number in summary format

5. Budget.

a. Billing Rates.

This Start-up Fee will be invoiced on the SOW Effective Date and shall be payable in accordance with the terms outlined in the Agreement and this SOW. The fixed fees are detailed in the table below.

Item	Rate
Start-up Fee	\$6,000.00
Application Processing Fee	\$250.00/project
Total Not-to-Exceed*	\$26,000.00

* Includes fees for eighty (80) projects

b. Payment.

CLEAResult will provide EPE with monthly invoices referencing this Agreement on the face of the invoice, which shall state on a single line the total amount due for the services and include total number of Project Bravo applications processed, total amount of application processing fees, total number of checks mailed, total number of ACH direct deposits, and total amount due for payment processing. EPE will make payments via ACH direct deposit within thirty (30) days of the date of such invoice.

c. Transaction Taxes.

i. Taxes: The prices under this Agreement do not include any sales tax, use tax, value-added tax, gross receipts tax, or any other transaction tax (collectively, "Sales Taxes"). EPE shall be solely responsible for all applicable Sales Taxes, if any, that arise under this Agreement.

6. Other Services.

Notwithstanding anything to the contrary in the Agreement, EPE agrees that CLEAResult may market CLEAResult's design build, strategic energy management, and/or other energy efficiency services directly to any customer and such discussion shall not constitute a conflict of interest so long as such services are outside the scope of the Services CLEAResult is providing under this SOW.

7. Change Procedure.

The Agreement, including any exhibits, schedules or attachments including this SOW, contains the entire agreement of the parties regarding the subject matter described in it. In the event of any conflict between the terms and conditions of the Agreement and this SOW, the applicable term or condition of the Agreement supersedes the conflicting term or condition in this SOW, unless the parties clearly express in writing that the SOW includes a change to the Agreement. The provisions of this SOW may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought. This SOW may be executed in two (2) or more counterparts, all of which will constitute but one and the same instrument.