



Garfield Clean Energy Board Meeting

Wednesday, January 9, 2013
1:00 – 3:00 p.m.
Garfield County Administration Building
108 8th St., Glenwood Springs

AGENDA

	Agenda Item	Requested action	time
1.	Roll Call		1:00 pm
2.	Board member and public comment, items not on agenda		
3.	Consent Agenda: <ul style="list-style-type: none"> - Approval of December 2012 Minutes - Retain Karp Neu Hanlon for legal counsel; scope same as 2012 - Retain CLEER for GCE services - 2013 scope of work, professional services agreement attached 	Motion to approve.	1:05 pm
4.	Action items: <ul style="list-style-type: none"> - Elect 2013 GCE officers: Chair, Vice chair, Secretary, Treasurer - Resolution No. 1-13, 2013 Agenda Posting Places, attached - Adopt 2013 Calendar committee recommendations, attached 	Elections Motion to approve Motion to adopt	1:15 pm
5.	Finance report: <ul style="list-style-type: none"> - Accounts payable, next steps on 2013 bookkeeping firm 	Motion to Approve Accts Payable	1:30 pm
6.	Reports/Information <ul style="list-style-type: none"> - Garfield County Matching grant – update - Report on revolving loan fund, rebates issued - CNG fuel station RFP issued 	Information	1:45 pm
7.	GCE strategic plan – ensuring progress <ul style="list-style-type: none"> - Next steps to ensure progress on goals, implementation of strategic plan - Preferred method of reporting progress - Solar roof top analysis and opportunities for power purchase agreements – next steps 	Information/Discussion/Direction	2:00 pm
8.	Next meeting February 13 in Rifle	Identify agenda items	3:00 pm



Town of Parachute | City of Rifle | Town of New Castle | City of Glenwood Springs | Town of Carbondale
Garfield County | Garfield County Public Library District | Roaring Fork Transportation Authority | Colorado Mountain College

Meeting Minutes

Wednesday, December 12, 2012, 1 p.m. to 3:00 p.m.

Garfield County Human Services Building, 195 W. 14th St., Rifle

Board members present

City of Rifle: Keith Lambert

Town of New Castle: GCE Chair Greg Russi

Garfield County: Tom Jankovsky

City of Glenwood Springs: GCE Vice Chair Leo McKinney and GWS alternate Dave Sturges

Town of Parachute: Secretary Judith Hayward

Garfield Library District: Jerry Morris

Town of Silt: Rick Aluise

Town of Carbondale: Allyn Harvey

Colorado Mountain College: Nancy Genova

Others attending

Mike Braaten (City of Rifle), CLEER: Alice Laird, Erica Sparhawk, and Karen Wahrmund (taking minutes)

Members not attending

RFTA: Ted Edmonds

Next meeting: January 9, 2013, 1:00 – 3:00 p.m., Garfield County Administration Building, Glenwood Springs.

Public and Board member comments: Nancy Genova announced that the Colorado Mountain College board voted to join GCE at their December meeting, and that CMC is excited about the partnership.

Jerry Morris asked about whether it would be possible to do a survey to get feedback on GCE. Erica responded that CLEER is putting together a Survey Monkey for rebate participants; a valid survey of the general public would be more involved.

Tom Jankovsky mentioned that Kim Schriver of the Colorado State University Extension office shared a new energy web-based energy auditing tool. CLEER staff said they would add a link from the GCE website to Colorado State extension so people are aware of the tool in 2013.

Consent Agenda -- Approval of November Minutes:

Keith Lambert made a motion to approve the minutes, seconded by Judith Hayward. The motion passed unanimously.

2013 Strategic Plan

Keith Lambert said the strategic plan is ready for adoption. Keith noted that the GCE Board will need to be updated every year in advance of budget season so that it continually serves as a guide. CLEER as the contractor will work to implement what is in the strategic plan and help GCE reach the goals. Greg Russi said one of the issues will be trying to develop the investment funds to meet goals. Keith Lambert noted that to reach the goals GCE board needs to take ownership of several things: calendar/scheduling and long term funding. Keith proposed a calendar committee, and a longer term funding committee. Leo Mckinney mentioned that perhaps GCE should set a budget year that is different than municipalities. Rick Aluise asked for clarification about the per capita language for the energy efficiency goal. Greg Russi mentioned that this was the result of a discussion during the strategic planning session. Jerry Morris asked about the 2009 baseline number referred to in the goals. Alice said it is from the 2009 inventory posted on the GCE website.

Leo McKinney made a motion to adopt the strategic plan and Judith Hayward seconded; motion approved unanimously.

Keith Lambert made a motion to create two additional committees for GCE: 2013 calendar committee, and establish long-term funding committee, Allyn Harvey seconded. Motion passed unanimously.

Public Hearing on 2013 Budget

Greg Russi, Chair, opened the Public Hearing at 1:46 p.m. and asked for comment. Greg noted that although the budget might increase with additional funding sources throughout the year, the proposed budget includes currently confirmed amounts, and the board can amend the budget later in 2013 if needed.

Judith Hayward noted that the Parachute amount is \$1000 rather than \$1500. Tom Jankovsky mentioned that the amount in the draft budget for the accounting firm looks high, and that based on organizations with similar budget levels that item should be less than \$10,000. Greg Russi commented that the training item looks low, and suggested that some of the accounting budget be added to the training, education item. Erica mentioned that there is a chance to leverage training funding. GCE board members noted that there will be a RFP in 2013 for an accounting firm. The board recommended the following changes to the draft budget:

Income: Change Parachute to \$1000, which lowers overall income by \$500. Expenses: Accounting lowered to \$10k; \$4500 (\$5000 minus \$500) added to education/training.

CLEER will speak with ASAP to lower the amount of their monthly bill because ASAP will not be dealing with Department of Energy Better Buildings grant anymore.

Alice Laird mentioned that ideally in 2013 the GCE Finance Committee would meet half way between GCE board meetings to review reports, approve bills, and make recommendations to forward to the board. The accounting firm would provide reports and background information for these committee meetings.

Greg Russi closed the public hearing at 2:14 p.m.

2013 Budget adoption and appropriation:

Keith Lambert made a motion to adopt Resolutions 5 and 6, including the budget amount changes made at the meeting; Leo Mckinney seconded. Board passes unanimously.

Upcoming grant applications

Tom Jankovsky noted that Garfield County BOCC will be considering the concept of a matching grant to GCE, with the amount based on matching funding. This item would be discussed at the December 17th BOCC meeting.

Board members asked if Encana and Holy Cross could be asked for funding that could be part of this matching grant. Alice mentioned that Mike Ogburn has been communicating with Encana about a contribution to follow up on a lead from Tom Jankovsky but that Encana's funding may need to be limited to a community project in Parachute.

Board members asked if putting in funding would make these entities an affiliate partner, and what the criteria and benefits of an affiliate partner are. Alice Laird mentioned that it would be good to have this as an agenda item in early 2013.

Federal Mineral Leasing District grant (April)

Alice Laird noted that there is an upcoming grant deadline for the next round of Federal Mineral Leasing District grants in April that GCE might want to consider submittal a proposal to and would need to work with GCE partners to make sure the application is not in competition with GCE partner applications.

Update on Revolving Loan Fund and statewide commercial loan fund option

Erica Sparhawk reported that people are starting to apply for loans from the revolving loan fund. Erica also followed up on the possibility of a statewide financing program as a solution to each county needing to create a local commercial financing program. Elevations Credit Union, the credit union providing the commercial financing program for Boulder and Denver, is interested in expanding their commercial loan program statewide. No legislative action is required to make this program happen, just state level leadership. Erica mentioned a letter of support from GCE is

needed. David Sturges said the economic development aspect is important and should be included in letter.

Tom Jankovsky made a motion for GCE to send a letter in support of a statewide commercial financing program, Rick Aluise seconded. Board passed unanimously.

CLEER was directed to draft a letter from GCE to Governor Hickenlooper, cc'ing the state energy office, and GCE Chair will sign.

Report from Finance Committee; Accounts payable

Tom Jankovsky reported that Better Buildings DOE bills are again being sent to Garfield County and Garfield County staff will be getting reimbursements from Boulder County, rather than GCE getting these bills. Tom Jankovsky mentioned that this will help GCE avoid cash flow challenges. Alice Laird thanked Commissioner Jankovsky for the county being able to do this.

Tom Jankovsky made a motion to approve accounts payable: ASAP, 613, and 614, and Leo McKinney seconded. Board passed unanimously.

Alice Laird requested that the finance committee be given approval to approve invoices for Carbondale rebates and additional Carbondale-related amounts when the Carbondale money is received by GCE rather than waiting for the next GCE meeting.

Allyn Harvey made a motion to approve the finance committee approving bills on bill.com once the invoices are on bill.com and the funding received from Carbondale and Tom Jankovsky. seconded. Board passes unanimously.

2013 staffing – legal counsel, bookkeeping/accounting, and program services staffing

Contracts with Karp Neu Hanlon, ASAP, and CLEER will need to be renewed for 2013. Greg Russi asked if there needs to be an RFP for legal counsel or general services. Board members agreed that the Karp Neu Hanlon and CLEER services are essentially the same for 2012 and directed staff to put these items on the consent agenda for January meeting. Board members discussed that an RFP to retain a local bookkeeping firm is needed.

Reports/updates:

Erica Sparhawk reported that representatives of the local forest service office have expressed interest in joining GCE as a member, and signing the IGA. Greg Russi mentioned that Andrea Holland is a good contact for U.S. Forest Service. David Sturges asked whether the BLM might be a potential member; CLEER staff will follow up on the BLM.

Keith Lambert noted that there will need to be volunteers to for the committees the board established earlier in the meeting. Keith Lambert volunteered to be Chair of the Calendar Committee. Nancy Genova and Judith Hayward also volunteered to be on the Calendar committee.

Greg Russi, Dave Sturges, and Allyn Harvey volunteered to be on the longer term funding committee and will set a meeting schedule in early 2013.

Greg Russi noted that there will need to be officer elections in January 2013. Greg Russi has been the chair for the last 2 years and will not serve as Chair in 2013.

Rick Alluise asked that the IGA for GCE be emailed to the Silt Town Manager so they could sign the document; his board has already approved signing the IGA.

Meeting adjourned at 3:02 p.m.

GARFIELD CLEAN ENERGY COLLABORATIVE

By: _____
Greg Russi, Chairperson

ATTEST:

Judith Hayward, Secretary

These minutes were reviewed and approved by a vote of the Garfield Clean Energy Board of Directors at its meeting held on January 9, 2013.

GARFIELD CLEAN ENERGY COLLABORATIVE		
2013 Budget		
Acct No		2013 Budget
Restricted Funds from prior year:		
2000	Grant DOE Better Buildings Credit Reserve Fund	\$303,333.00
Total restricted funds:		\$303,333.00
2013 Income		
3000	Partnership Funding	
3100	Garfield County	\$155,000.00
3200	Parachute	\$1,000.00
3300	Rifle	\$38,000.00
3400	Silt	\$2,500.00
3500	New Castle	\$13,000.00
3600	Glenwood Springs	\$43,000.00
3700	Carbondale	\$25,000.00
4100	Library District	\$5,000.00
4200	RFTA	\$20,000.00
5100	Colorado Mountain College	\$29,000.00
Total income for services:		\$331,500.00
Expenses		
10000	Countywide Energy Efficiency for Economic Development Program:	
Commercial sector		
11000	Energy Coaching/Prog. Coord and Reporting/Technical Assi	\$45,000.00
12000	Marketing/Outreach/Education/Training	\$8,750.00
Total		\$53,750.00
Residential sector		
21000	Energy Coaching/Prog. Coord and Rpt/Techincal Assistance	\$22,500.00
22000	Marketing/Outreach/Education/Training	\$8,750.00
Total		\$31,250.00
30000	Petroleum Independence Project (Transportation Sector)	
31000	Transportation alternatives, Safe Routes	\$ 21,000.00
32000	Efficient Vehicles/Fleets	
32100	Efficient Vehicles, Fleets: fuels workshop, training	\$ -
32200	Efficient Vehicles, Fleets: technical assistance	\$ -
33000	Alternative Fuels	
33100	Alternative Fuels: WS CNG Collaborative coordination, support	\$ -
33200	Alternative Fuels: electric vehicles, biofuels	\$ -
34000	Marketing/Outreach/Education/Training	\$ 3,600.00
Total		\$24,600.00
40000	Countywide energy portfolio diversification - Local Renewables	
41000	Technical assistance/Project implementation	\$5,000.00
44000	Renewables development/financing	\$5,000.00
Total		\$10,000.00
50000	Government facilities, energy cost savings program	
51000	Energy Data Mgt/Navigator	\$67,900.00
52000	Active Energy Mgt, Technical Assistance, Ed. Programs	\$25,000.00
53000	Building Hardware	\$7,500.00
Total		\$100,400.00
90000	County-Wide GCE Partnership Services, Programs	
91000	Administration, coordination, strategic planning, mtgs with all GCE partners, funding development	\$45,000.00
92000	Legal	\$5,000.00
93000	Accounting	\$10,000.00
94000	Website, public information, printing	\$45,000.00
95000	Education, training, special events	\$6,500.00
Total		\$111,500.00
Total Expenses (excluding restricted funds)		\$331,500.00

**GARFIELD CLEAN ENERGY COLLABORATIVE
RESOLUTION NO. 1
SERIES OF 2013**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GARFIELD
CLEAN ENERGY COLLABORATIVE ESTABLISHING A REGULAR TIME
AND DATE FOR THE REGULAR MEETING OF THE BOARD OF
DIRECTORS AND A PERMANENT PLACE OF NOTICE.

WHEREAS, C.R.S. § 24-6-402(2)(c) requires that full and timely notice be given to the public of any meeting at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance; and

WHEREAS, C.R.S. § 24-6-402(2)(c) requires that the public place or places for posting of notices of Board of Directors meetings shall be designated annually at the local public body's first regular meeting of each calendar year; and

WHEREAS, a local public body shall be deemed to have given full and timely notice if the notice of the meeting is posted in a designated public place within the boundaries of the local public body no less than 24 hours prior to the holding of the meeting and posting shall include specific agenda information where possible.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GARFIELD CLEAN ENERGY COLLABORATIVE, THAT:

Section 1. The second Wednesday of each month shall be the official date for the regular meeting of the Board of Directors of the Garfield Clean Energy Collaborative. Meetings will be held at the Garfield County Administration Building in Glenwood Springs in odd-numbered months and at the Garfield County Human Services Building in Rifle in even-numbered months unless prior notice is posted. Meetings will begin promptly at 1 p.m. and shall conclude at 3 p.m. unless otherwise posted.

Section 2. The posting places for notices of regular and special meetings of the Board of Directors of the Garfield Clean Energy Collaborative shall be:

- A. Parachute Town Hall
222 Grand Valley Way
Parachute, CO 81635

- B. Rifle City Hall
202 Railroad Avenue
Rifle, CO 8165

- C. New Castle Town Hall
450 West Main Street
New Castle, CO 81647

- D. Glenwood Springs City Hall
101 West 8th Street
Glenwood Springs, CO 81601

- E. Garfield County Courthouse
109 8th Street, Suite 104
Glenwood Springs, CO 81601

- F. Carbondale Town Hall
511 Colorado Avenue
Carbondale, CO 81623

THIS RESOLUTION was read, passed, and adopted by the Board of Directors of the Garfield Clean Energy Collaborative at the Regular Meeting held this 9th day of January, 2013.

GARFIELD CLEAN ENERGY COLLABORATIVE

By _____
Chairperson

ATTEST:

Secretary

To: GCE Board of Directors

From: GCE Calendar Committee - Keith Lambert, Judith Hayward, Nancy Genova

Date: January 5 2013

RE: 2013 Calendar Recommendations

GCE Regular Meetings - 2nd Wednesday of the month. Glenwood Springs / Rifle

Strategic Planning - March or April

Budget Request from CLEER to GCE - July GCE

Budget work - August and September (It has also been recommended that the regular governing board meetings of each GCE partner be available so members of the GCE Board can accompany CLEER to individual partner presentations.)

GCE Budget adoption - December

GCE Officer elections - December

Long term funding committee - recommended to meet monthly if not more frequently

Garfield Clean Energy
Profit & Loss-Credit Res & Restricted
 January through December 2012

	Credit Reserve F...	Restricted Fund	TOTAL
Income			
2000 · Grants	588,333.00	0.00	588,333.00
5200 · Restricted Fund Income			
5210 · Carbondale Fall Efficiency Prog	0.00	39,500.00	39,500.00
5220 · Carbondale Rebates	0.00	40,500.00	40,500.00
Total 5200 · Restricted Fund Income	<u>0.00</u>	<u>80,000.00</u>	<u>80,000.00</u>
Total Income	<u>588,333.00</u>	<u>80,000.00</u>	<u>668,333.00</u>
Gross Profit	588,333.00	80,000.00	668,333.00
Expense			
GCE Rebates	70,000.00	0.00	70,000.00
60000 · Revolving Loan Fund Payment	200,000.00	0.00	200,000.00
70000 · Better Building Expenses			
70500 · 1.5 Program Management	14,978.38	0.00	14,978.38
Total 70000 · Better Building Expenses	<u>14,978.38</u>	<u>0.00</u>	<u>14,978.38</u>
90000 · Countywide GCE Partnership Svc			
96000 · Carbondale Fall Efficiency Prog	20,845.15	0.00	20,845.15
97000 · Carbondale Rebates	20,500.00	20,000.00	40,500.00
Total 90000 · Countywide GCE Partnership Svc	<u>41,345.15</u>	<u>20,000.00</u>	<u>61,345.15</u>
Total Expense	<u>326,323.53</u>	<u>20,000.00</u>	<u>346,323.53</u>
Net Income	<u><u>262,009.47</u></u>	<u><u>60,000.00</u></u>	<u><u>322,009.47</u></u>

1:41 PM

01/07/13

Accrual Basis

Garfield Clean Energy
Balance Sheet
As of January 7, 2013

	<u>Jan 7, 13</u>
ASSETS	
Current Assets	
Checking/Savings	
Bill.com Money Out Clearing	-46,185.79
Credit Reserve Fund - WF	303,333.00
100 · Wells Fargo Operating Account	88,577.42
Total Checking/Savings	<u>345,724.63</u>
Accounts Receivable	
110 · Accounts Receivable	291,000.00
Total Accounts Receivable	<u>291,000.00</u>
Total Current Assets	<u>636,724.63</u>
TOTAL ASSETS	<u>636,724.63</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · Accounts Payable	41,345.15
Total Accounts Payable	<u>41,345.15</u>
Total Current Liabilities	<u>41,345.15</u>
Total Liabilities	41,345.15
Equity	
320 · Retained Earnings	304,379.48
Net Income	291,000.00
Total Equity	<u>595,379.48</u>
TOTAL LIABILITIES & EQUITY	<u>636,724.63</u>

Garfield Clean Energy Profit & Loss Budget vs. Actual January through December 2012

	Jan - Dec 12	Budget
Income		
2000 · Grants	588,333.00	
3000 · Partnership Funding		
3100 · Garfield County	155,000.00	155,000.00
3200 · Parachute	1,500.00	1,500.00
3300 · Rifle	38,000.00	38,000.00
3500 · New Castle	13,000.00	13,000.00
3600 · Glenwood Springs	43,000.00	43,000.00
3700 · Carbondale	24,000.00	24,000.00
4100 · Library District	5,000.00	5,000.00
4200 · RFTA	20,000.00	20,000.00
5100 · Affiliate Partners/other Funder	16,770.95	41,000.00
Total 3000 · Partnership Funding	316,270.95	340,500.00
5200 · Restricted Fund Income		
5210 · Carbondale Fall Efficiency Prog	39,500.00	
5220 · Carbondale Rebates	40,500.00	
Total 5200 · Restricted Fund Income	80,000.00	
Total Income	984,603.95	340,500.00
Gross Profit	984,603.95	340,500.00
Expense		
Countywide Energy Dev Program		
10000 · Commercial Sector		
11000 · Energy Coaching/Prog Coord	7,500.00	
12000 · Marketing/Outreach/Education/Tr	1,425.00	
10000 · Commercial Sector - Other	0.00	13,000.00
Total 10000 · Commercial Sector	8,925.00	13,000.00
20000 · Residential Sector		
21000 · Energy Coaching/Prog Coord	4,200.00	
22000 · Marketing/Outreach/Education/Tr	1,125.00	
20000 · Residential Sector - Other	0.00	14,000.00
Total 20000 · Residential Sector	5,325.00	14,000.00
Total Countywide Energy Dev Program	14,250.00	27,000.00
GCE Rebates	70,000.00	
30000 · Petroleum Independence Project		
31000 · Trans Alternative/Safe Routes	33,436.66	
32000 · Efficient Vehicles/Fleets		
32100 · Fleets, Fuels Workshop/Training	9,156.89	
32200 · Technical Assistance	3,693.75	
Total 32000 · Efficient Vehicles/Fleets	12,850.64	
33000 · Alternative Fuels		
33100 · WS CNG Collaborative/Support	24,690.50	
33200 · Electric Vehicles/biofuels	905.00	
Total 33000 · Alternative Fuels	25,595.50	
34000 · Marketing/Outreach/Education	10,059.84	
30000 · Petroleum Independence Project - Other	0.00	75,000.00
Total 30000 · Petroleum Independence Project	81,942.64	75,000.00
40000 · Countywide Energy Portfolio Div		
41000 · Technical assist/Project Implem	19,068.75	
42000 · Marketing/Outreach/Education	9,532.38	
43000 · Renewables/Econ Dev Strategic	16,950.00	
44000 · Renewables Dev/Financing	3,131.25	
40000 · Countywide Energy Portfolio Div - Other	0.00	60,000.00
Total 40000 · Countywide Energy Portfolio Div	48,682.38	60,000.00

6:00 PM

01/04/13

Accrual Basis

Garfield Clean Energy
Profit & Loss Budget vs. Actual
January through December 2012

	<u>Jan - Dec 12</u>	<u>Budget</u>
50000 · Government Facilities		
51000 · Energy Data Mgt/Navigator	42,743.40	44,000.00
52000 · Active Energy Mgt,Tech Assist	30,378.03	38,000.00
53000 · Building Hardware	7,549.60	10,000.00
Total 50000 · Government Facilities	<u>80,671.03</u>	<u>92,000.00</u>
60000 · Revolving Loan Fund Payment	200,000.00	
70000 · Better Building Expenses		
70500 · 1.5 Program Management	14,978.38	
Total 70000 · Better Building Expenses	<u>14,978.38</u>	
90000 · Countywide GCE Partnership Svc		
91000 · Admin/Grant Writing/Funding Dev	51,843.87	25,000.00
92000 · Legal	7,878.58	5,000.00
93000 · Accounting	8,871.66	10,000.00
94000 · Website/outreach/events/public	19,942.93	30,000.00
95000 · Educate/training/special events	1,163.40	16,000.00
96000 · Carbondale Fall Efficiency Prog	39,499.60	
97000 · Carbondale Rebates	40,500.00	
Total 90000 · Countywide GCE Partnership Svc	<u>169,700.04</u>	<u>86,000.00</u>
Total Expense	<u>680,224.47</u>	<u>340,000.00</u>
Net Income	<u><u>304,379.48</u></u>	<u><u>500.00</u></u>

6:00 PM

01/04/13

**Garfield Clean Energy
Unpaid Bills Detail
As of December 31, 2012**

<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Due Date</u>	<u>Aging</u>	<u>Open Balance</u>
Clean Energy Economy for the Region					
11/30/2012	621	Includes both CLEER and CORE'S hours	11/30/2012	31	18,922.50
11/30/2012	622	Carbondale billing hours	11/30/2012	31	1,922.65
12/31/2012	628		12/31/2012		20,500.00
Total Clean Energy Economy for the Region					<u>41,345.15</u>
TOTAL					<u><u>41,345.15</u></u>

**GARFIELD CLEAN ENERGY COLLABORATIVE
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made effective the 1st day of January, 2013 by and between GARFIELD CLEAN ENERGY COLLABORATIVE, a Colorado local government entity organized pursuant to C.R.S. §29-1-203 ("GCE"), and CLEAN ENERGY ECONOMY FOR THE REGION, a Colorado non-profit corporation (hereinafter "Contractor").

WHEREAS, the GCE desires that Contractor assist with administration and management of GCE as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. Services. GCE agrees to retain Contractor to provide the services set forth herein, and as further specified in the Scope of Work on Exhibit A, attached hereto and incorporated herein by reference, and as specified herein ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. GCE reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. GCE agrees to compensate the Contractor for all fees and expenses set forth on the Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference to perform the Services necessary to meet the Scope of Work detailed on Exhibit A; provided, however, notwithstanding the proposed budget amounts allocated to each area in the Scope of Work, Contractor's fees and expenses shall not exceed the revenue of GCE in 2012. Contractor shall update GCE on a monthly basis indicating its progress to date to meet its Scope of Work and provide estimates of expected future progress and associated fees and expenses. Contractor shall invoice GCE monthly detailing the services provided, including all associated hourly fees and costs, for GCE's review and approval. GCE may request additional details regarding issued invoices or request that future invoices include additional information.

3. Term and Renewal. This Agreement shall be effective as of January 1, 2013 and shall extend until completion of the services attached as Exhibit A or until the Agreement is terminated pursuant to paragraph 10 of this Agreement or December 31, 2013, whichever occurs first; provided, however, that to the extent the term of this Agreement for whatever reason

exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by GCE, at its sole discretion.

4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by GCE unless waived by GCE at a Board of Directors meeting.

5. Ownership of Instruments of Service. GCE acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of GCE upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. GCE reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with GCE's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with GCE relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of GCE. Contractor is not entitled to workers' compensation benefits from GCE and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

8. Insurance Requirements. Contractor shall be responsible for its own independent general liability insurance, automobile insurance, worker's compensation, and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless GCE from any acts attributable to Contractor's negligence for which GCE may be held liable not covered by GCE's insurance.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless GCE, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) GCE may terminate this Agreement without cause if it determines that such termination is in GCE's best interest. GCE shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by GCE, GCE shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not

perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by GCE.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to GCE, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, GCE shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor shall not perform any additional Services following receipt of the notice of termination.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-10-101, et seq. as amended.

Contractor shall provide proof of general liability insurance to GCE upon execution of this Agreement. GCE may require increased coverage based on particular project requirements. A copy of the Contractor's current available insurance coverage and limits is attached as Exhibit C.

11. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

- A. Contractor does not knowingly employ or contract with an illegal alien.
- B. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to GCE written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to GCE in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This paragraph shall be null and void if E-Verify is discontinued.

D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(a) notify the subcontractor and GCE within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (“Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

G. If Contractor violates this paragraph, GCE may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to GCE arising out of said violation.

12. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless GCE from any claims or actions brought against Contractor by reason thereof.

13. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

15. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

23. Attorneys' Fees. Should this Agreement become the subject of litigation between GCE and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GARFIELD CLEAN ENERGY
COLLABORATIVE

By _____
Chairperson

ATTEST:

Secretary

CLEAN ENERGY ECONOMY FOR THE REGION

By _____
Title _____

Exhibit A
Garfield Clean Energy Services
2013 Scope of Work
CLEER

The tasks laid out in this scope of work are focused around making measureable progress on the overall Garfield Clean Energy goals and executing the GCE strategic plan.

Garfield Clean Energy Goals:

- **Goal #1: Increase per capita energy efficiency by 20% by 2020 over a 2009 baseline to have a stronger, more resilient and energy-secure economy.**
- **Goal #2: Reduce petroleum consumption 25% by 2020, over a baseline 2009, as a means to a stronger, more resilient and energy-secure economy.**
- **Goal # 3: Obtain 35% of our electricity from renewable sources by 2020 as a means to a stronger, more resilient and more energy-secure economy.**

In addition to overall partnership services to support the Garfield Clean Energy Collaborative, this scope is organized under the following program areas that have served as the ongoing framework for delivering GCE services over the last 4 years:

1. Countywide Energy Efficiency for Economic Development: Commercial and Residential services
2. Petroleum Independence Project (Transportation sector)
3. Countywide energy portfolio diversification – Local Renewables
4. Government facilities, energy cost savings program

Two important tools for each area, also mentioned as previous GCE programs and services documents, are woven into each topic:

- Education and training
- Clean energy financing

Countywide Energy Efficiency for Economic Development: Commercial Sector
\$53,750.00

GCE Overall Goal: Increase energy efficiency as measured by reducing energy consumption 20% by 2020 over a 2009 baseline as a means to a stronger, more resilient and energy-secure economy.

- 1. Energy Coaching and Technical Assistance** – Provide advice, energy audit reviews and bid reviews to businesses and contractors for energy efficient materials, products, fixtures, and equipment. In addition we advise the best energy audit options and how to maximize utility incentives and programs that best meet the participants need.
- 2. Program Management and Reporting** – Create a contact log, progress report and complete documentation for each customer. Manage database/energy data system to track progress on all projects. Manage all reporting for the remainder of the Better

Buildings grant (although the DOE Better Buildings grant is finished, DOE still requires follow up reporting.)

- 3. Marketing, Outreach, Education and Training** – Provide public information via email and phone calls. Promote efficiency and the Garfield Clean Energy Challenge by developing case studies, and getting them published. Offer workshops on key topics for contractors and businesses.
- 4. Incentives** – Energy coaches help customers navigate the network of rebates from GCE, utilities and other sources.
- 5. Financing Program** - Develop strategies to improve commercial financing programs. Work to establish a statewide or regional commercial financing and loan program.

Countywide Energy Efficiency for Economic Development: Residential Sector **\$31,250.00**

GCE Overall Goal: Increase energy efficiency as measured by reducing energy consumption 20% by 2020 over a 2009 baseline as a means to a stronger, more resilient and energy-secure economy.

- 1. Energy Coaching and Technical Assistance** – Provide advice and assistance to homeowners and contractors for energy efficient materials, products and equipment. In addition, advise on the best type of energy audit to seek and how to maximize utility incentives and programs.
- 2. Program Management and Reporting** – Track inquiries and complete documentation for each customer that received a rebate from GCE. Manage database/energy data system to track progress on all projects. Manage all reporting for remainder of Better Buildings grant.
- 3. Marketing, Outreach, Education and Training** – Provide public information via email and phone calls. Promote efficiency and the Garfield Clean Energy Challenge by developing case studies, and getting them published. Offer workshops on key topics for contractors and businesses.
- 4. Incentives** – Energy coaches help customers navigate the network of rebates from GCE, CLEER, utilities and other sources.
- 5. Financing Program** – Promote the Garfield Clean Energy Revolving Loan Program and assist contractors in getting signed up and understanding the program.

Petroleum Independence Project (Transportation Sector) **\$24,6000.00**

GCE overall goal: Reduce petroleum consumption by 25% by 2020, over a 2009 baseline, as a means to a stronger, more resilient, and energy-secure economy.

CLEER will work to continue the three-pronged approach used to date to reduce dependence on oil: encouraging use of alternative transportation; encouraging greater fuel efficiency and clean vehicle technology, and encouraging use of alternative fuels. However, only one approach is listed here; funding from other sources is being sought to cover alternative fuels and fleet efficiency.

Encourage transportation alternatives:

Organize region-wide Bike and Pedestrian efforts to support tourism industry, energy efficiency and healthy living through trail networks in coordination with state wide and regional partners.

Continue county-wide Safe Routes to School programs, including spring county-wide school transportation challenge and fall school commuter challenge.

Build partnerships with RFTA, CDOT and state and regional agencies on transportation alternatives programs.

Support RFTA and other partners with regional outreach on transportation alternatives and community design supportive of transportation alternatives.

Support statewide partners (such as CDOT and State Department of Public Health) in idling awareness programs.

Raise additional funding from cosponsors for above programs.

Organize, market training and educational events/workshops

County-wide energy portfolio diversification – Local Renewables \$10,000

GCE overall goal: Obtain 35% of our electricity from renewable sources by 2020 as a means to a stronger, more resilient and more energy-secure economy.

1. Continue to monitor existing GCE-funded renewable energy systems to ensure they are working properly and performing as predicted; Continue to track and share information on renewable energy production on Energy Navigator site.
2. Assist with development of solar projects throughout county
3. Work on financing option such as Power Purchase agreements.
4. Work with Garfield County energy inventory planners to integrate renewable resources into countywide inventory.

Government facilities, energy cost savings program \$100,400.00

GCE Overall Goal: Increase energy efficiency as measured by reducing energy consumption 20% by 2020 over a 2009 baseline as a means to a stronger, more resilient and energy-secure economy.

1. **Energy Data Management/Garfield Energy Navigator:** Work with utility contacts and GCE partner governments to continue collecting accurate monthly utility bill data to maintain the existing buildings in the Utility Manager database that provides data

to the Energy Navigator website. Access to historic and current energy use is critical for energy savings programs. Maintain existing installed datalogger hardware in GCE partner buildings to ensure accurate and reliable "live" data collection. Ensure utility data for all partner buildings that are being tracked is up to date and reliable. Ensure buildings are being tracked accurately on the Energy Navigator website and website is kept up to date, information and updates made on weekly basis. Cost includes: Utility Manager database, data input, navigator website upkeep.

- 2. Active Energy Management, Technical Assistance, Education Programs:**
Routinely monitor and review utility bill data and "live" data looking for additional energy saving opportunities in GCE partner buildings. Work with facility managers for each partner and building users to analyze and understand data and trouble shoot problem areas. Advise partners on equipment upgrades and training opportunities to lock-in performance improvements. Provide quarterly progress reports for buildings at each partner. Provide monthly "success story" case studies. Provide ongoing trainings for facility managers. Develop a building conservation plan for each participating building. Track and report on energy savings. Continue to engage with local school districts to ensure successful energy management processes are in place.
- 3. Building Hardware -** Install and advise on needed hardware improvements for operation and information collection and analysis. (Navigator, datalogger, current transducer, pulse meter). Install one new datalogger on a key GCE partner building (exact building TBD) as an energy management and educational tool.
- 4. Technical assistance and coordination of ongoing energy saving improvements -** Provide ongoing technical assistance on building efficiency upgrades and match building energy cost saving opportunities up with funding and grants. Actively seek grants to support this work from funding sources including SEP, etc. Continue to advocate for Garfield Clean Energy around the state to attract funds.

Countywide GCE Partnership Services

Administration, Grant Writing, Funding Development, Reporting \$45,000

Provide ongoing overall coordination and administration of GCE staffing, services and programs to achieve measureable progress on GCE targets. Provide support for GCE advisory board through planning of and development of monthly meeting agendas, packet materials, and meeting minutes. Ensure that GCE meets various requirements as an Authority. Manage storage of all GCE documents and records. Manage 2012 budget; develop proposed 2014 budget and seek funding from GCE partners and additional funding sources for 2014 to move GCE goals forward. Schedule/coordinate GCE updates for GCE partner boards and GCE partner budget requests. Provide ongoing communication and updates to GCE board, GCE partners and other community partners on GCE progress and services. Pursue additional funding sources.

Legal – Karp, Neu, Hanlon has served as legal counsel on an as needed basis, and is prepared to continue in 2013. CLEER coordinates with and support GCE's legal counsel as needed. Legal counsel is included in a separate contract with Karp, Neu, Hanlon.

Accounting – CLEER supports accounting functions as necessary by coordinating with the accounting firm as needed to provide information, reports,

and support to finance committee. Include accounting information and summaries in monthly GCE packets. Assist in finding a local bookkeeping firm for GCE.

Website, Outreach, Events, Public Information, Printing \$45,000

- Write, issue ongoing press releases, PSAs for GCE projects and events, work for strong media presence.
- Make ongoing updates, improvements to GCE website.
- Ensure GCE meetings are noticed as necessary.
- Post GCE agendas, information to website.
- Include GCE information in CLEER e-newsletter, emailed to about 2000 thousand people in the region.
- Maintain database for contacting contractors, key audiences.
- Maintain updated information on GCE website regarding GCE programs, incentives, supporting information for GCE programs.
- Coordinate with statewide and other partners for publicizing GCE work and programs.
- Print outreach and publicity materials, place advertisements as needed.
- Create and distribute case studies on GCE work with businesses, residents and government partners
- Education, Training, Media, Outreach - Support programmatic events with publicity and media.

Education, training, special events \$6,500

- Organize and hold educational, training, and special events.
- Work with other educational institutions to advance energy education.
- Coordinate the GCE Annual Energy Innovation Awards Event to showcase partner involvement, contractors' innovation, and business participation.

Exhibit B – Fee Schedule

CLEER's fee schedule for GCE 2013 is remaining at 2012 levels - \$75/hour. Please see budget amounts for each service area above, which includes both staff hours and hard costs such as advertising, printing, subcontractors for data entry, website contractors, software designers, hardware.