



## Garfield Clean Energy Board Meeting

Friday, November 4, 2016

1:00 to 3:00 p.m

Garfield County Administration Building  
108 8th Street, Glenwood Springs

	<b>AGENDA</b>	<b>Action requested</b>	<b>Time</b>
1.	<b>Call meeting to order, Roll call</b>		1:00 pm
2.	<b>Review and approval of agenda</b>	• Motion to approve	1:05 pm
3.	<b>Board member and public comment</b> Regarding items not on agenda		1:07 pm
4.	<b>Consent Agenda</b> • Approval of October 14, 2016, minutes	• Motion to approve	1:10 pm
5.	<b>Financials</b> • October 2016 and 2016 YTD financial reports and accounts payable: requesting Board approval for Finance Committee to review, approve later due to Veterans Day schedule change	• Motion to authorize subcommittee meeting, 2 <sup>nd</sup> wk in November	1:12 pm
6.	<b>Action item</b> • Approval of Energy Smart Colorado agreement	• Motion to approve	1:15 pm
7.	<b>Program presentations and updates</b> • Xcel Energy Partners in Energy presentation on proposed energy plan actions • Presentation on alternative fuels progress • C-PACE commercial financing progress • Updates/outcomes of meetings with GCE partners	• Information and discussion; board feedback requested	1:25 pm
8.	<b>Statewide funding effort:</b> December 5 <sup>th</sup> meeting in Denver: OEDIT,CEO, DOLA	• Volunteers needed	2:15 pm
9.	<b>Upcoming events</b> • November 7th and 9th: Grid Alternatives Workshop on Community Solar/ Income Qualified program • November 17 <sup>th</sup> : 10:00-noon, Energy management for wastewater treatment plants • November 29 <sup>th</sup> : Xcel Energy Partners in Energy Stakeholder meeting 10:00am - 1 pm New Castle Community Center, 423 W. Main St.	• Information	2:55 pm
10.	<b>Adjourn.</b> Next meeting: Friday, December 9, CMC Rifle Approval of 2017 Budget, Strategic plan draft and scope of work	• Motion to adjourn	3:00 pm



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

## **Board Meeting Minutes: Friday, October 14, 2016, 1:10 to 3:02 p.m.**

Colorado Mountain College Campus, Rifle

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### **Board members attending**

Town of Carbondale: Vice Chair Katrina Byars  
Town of Silt: Secretary Rick Aluise  
City of Glenwood Springs: Leo McKinney  
Garfield County: Tom Jankovsky  
CMC: Richard Maestas  
RFTA: Jason White

### **Others attending**

CLEER: Alice Laird, Erica Sparhawk  
Energy Smart Colorado: Peter Rusin, Executive Director

### **Board members not present**

Town of Parachute: GCE Chair Stuart McArthur  
City of Rifle: Theresa Hamilton  
Town of New Castle: Bruce Leland

**Next meeting:** Friday, November 4, Glenwood Springs (shifted to a week early due to Veterans Day)

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### **Call meeting to order**

Katrina Byars called the meeting to order at 1:10 p.m.

### **Roll call and approval of agenda:**

Rick Aluise took the roll.

*Jason White moved to approve the agenda; Leo McKinney seconded, the motion passed unanimously.*

### **Board member and public comments**

Katrina Byars commented on the visit from OEDIT and how proud she is of GCE's results and what the entire county is doing on energy efficiency. Rick Aluise asked about funding outlook for 2017 and asked if there should be a funding committee as there was in 2015 that consisted of Rick and Rachel Pokdrandt. Alice said she will reach out to board members to see who can participate in a funding committee.

Jason mentioned the VW Settlement that will be bringing \$64 million to Colorado that is being handled by the Colorado Department of Public Health and Environment (CDPHE) and said that GCE should weigh in on uses. Jason will listen in on the call to see how it will benefit rural counties.

**Consent Agenda: Minutes for September 9, 2016, board meeting/joint meeting with CORE Board.**

*Leo McKinney moved to approve the September 9 minutes. Rick Aluise seconded the motion, and the motion passed 6-0. Minutes approved unanimously.*

**Financials**

**September 2016 and YTD financial reports and accounts payable**

Tom Jankovsky reported that GCE has \$132,000 in the bank, and has receivables of \$35,000, and spending is within budget. Tom commented that with the end of the year coming GCE needs to make sure to carefully track final amounts in budgets to not overspend the GCE budget through December.

Board members expressed concern about GCE members who have not yet made their 2016 payment, and also expressed concerns about the amounts that are being contributed.

*Tom Jankovsky moved to approve the financial reports and the accounts payable. Leo McKinney seconded the motion and the motion passed unanimously.*

**Reallocation Request**

Erica summarized the packet memo on the reallocation request and explained that due to the increased interest from homeowners in GCE programs residential coaching is taking more time than budgeted and that recent publicity and fall weather will trigger increased/ongoing demand for residential programs. Erica also summarized how there is greater demand for assistance from GCE Partners for Active Energy Management services than is in the budget. Erica summarized the requested reallocation to move \$8,720 out of Commercial Coaching into Residential Coaching; move \$2,400 out of Commercial Coaching into Active Energy Management and allow the funding for the Local Power project to be spent locally and wait for assistance from School of Mines for after a workshop is held to identify top local power priorities and a more defined scope of work.

Tom Jankovsky commented that additional funding had needed to be reallocated to residential energy coaching in 2015, and that for the 2017 budget the residential budget amount should be increased. Katrina asked if the amount transferred is enough. Erica replied that the amount transferred will really help on the residential side. Alice commented that demand for commercial energy coaching is lower in western parts of the county due to lack of the rebates that were available other years through other funding sources.

*Leo McKinney moved to approve the relocation request as outlined in the memo. Richard Maestas seconded the motion and the motion passed unanimously. (The memo is attached to the minutes for detail.)*

**Energy Smart Colorado presentation: Peter Rusin, Executive Director**

Peter Rusin, Executive Director of Energy Smart Colorado gave a presentation on what Energy Smart Colorado is and the benefits to Garfield Clean Energy for joining.

Board members asked a variety of questions. Who are the existing Energy Smart partners and how do members use the Energy Smart name without losing their own identity. Peter explained that it varies; some members make the Energy Smart brand more visible; others put it secondary and Energy Smart is flexible. Peter shared that by joining together local energy efficiency efforts might have more of a presence on utility issues, grant efforts, or PUC/legislative issues. Tom Jankovsky commented that it sounds similar to a trade association or NWCOG, for energy efficiency organizations.

Richard Maestas asked about opportunities for grants; Peter said he does not want to overpromise but is actively seeking out grant funding and in particular is looking for grants to help provide equitable rebates across different regions for partners and additional funding to support the CARE program, or funding that can add value to existing programs. He said he sees one of his main roles as to help strengthen efforts and help the partners find sustainable funding.

Tom Jankovsky asked how Energy Smart and Peter's position is currently funded; Peter explained that it is from funding from the Energy Smart DOE loan fund that was converted to operational funding and a bit from utility contracts. Energy Smart has a contract with Black Hills Energy and Peter mentioned that GCE as an Energy Smart partner would get \$40 per coaching client through that effort.

Tom asked if Energy Smart sustainable; Peter explained that his charge is to develop the full-time funding to make it sustainable and will either find the funding by October 2017 to make it sustainable with his full-time role, or propose another structure that will allow it to live on. Leo asked if Glenwood Springs is already an Energy Smart member because they are listed on the website and Erica explained that Glenwood Springs is listed because CORE is a member and the Energy Smart assessment is offered in Glenwood Springs.

Katrina mentioned that GCE already offers the full service energy coaching and asked how GCE would benefit from Energy Smart full-service energy program and how Energy Smart would complement GCE's existing programs. Peter explained that GCE is unlike other partners in that in many ways GCE is already offering the full service energy efficiency programs, and that GCE already has an impressive track record, and that Energy Smart provides a way to connect with other similar programs in the state to work for greater funding and help increase consistency throughout the region.

Board members asked if Energy Smart is working on renewables and Peter replied that Energy Smart is primarily focusing on energy efficiency.

Jason said it looks like Energy Smart could be a great link to statewide policy makers and asked if there is a longer term strategy on funding. He noted that many local governments in our region receive severance dollars and these amounts are decreasing, so municipalities might start reducing their funds. Jason said he hopes Energy Smart can help work out longer term funding sources for energy efficiency organizations.

Katrina thanked Peter for traveling all the way from Denver to make the presentation and said it looks like a valuable partnership. Peter explained the next step would be for the GCE board to approve the Energy Smart agreement, and that there would be an annual \$1,000 fee.

Tom asked if there is an annual meeting' Peter said there is usually an annual meeting in March, usually in Eagle County and that there are monthly phone calls for the staff more deeply involved in energy coaching.

GCE Board members expressed support for becoming an Energy Smart partner. Alice said the Energy Smart Agreement will be added to the November agenda for Board approval.

### **Program updates**

#### **Third Quarter report**

Erica summarized the highlights of the Third Quarter report that was handed out. She highlighted that residential numbers are up over 2<sup>nd</sup> Quarter report due to Maisa being back from maternity leave, additional IQ funding and additional outreach.

#### **Xcel Energy Partners in Energy Planning effort and Update on 2017 Strategic Plan**

Alice provided a brief update on the results of the October 12 Xcel Energy Partners in Energy Planning process and how the energy actions identified through the process and the data analysis will help with the GCE Strategic Plan and will help determine program levels to reach targets. The next meeting in late November will result in the draft plan.

#### **OEDIT visit and next steps**

The board discussed the OEDIT visit and next steps. Alice mentioned that OEDIT staff are working on setting up a Denver meeting date.

#### **Local Power Project**

Alice gave an update on the local power project and shared an overall Garfield County Energy Inventory that had been developed in 2014 by County staff working with TRC consulting. The Inventory shows the breadth and complexity of the topic of local power options, and also includes many maps that show potential sites. Staff are proposing a workshop that would gather various experts on local power options (geothermal, coal seam, coal bed methane, microhydro, solar thermal, photovoltaics) to create a common level of understanding among GCE and CORE board members, increase baseline knowledge of options, and identify top priority areas that could then be handed off to School of Mines for next steps, or other next steps that require technical assistance. There are multiple studies that have been done to date and staff are finding that to make sure any future studies or next technical steps are useful it would be valuable to first increase understanding of the studies that have been done to date and status of existing efforts to develop sources. GCE board members said that a local workshop seems useful but felt that rather than trying to hold it in December, January would be a more realistic timeframe for people to be able to participate.

#### **Draft 2017 Budget**

Alice shared the draft 2017 Budget with the board and relayed that she and Erica had met with Tom Jankovsky to go through the draft. Tom’s advice about increasing the budget for residential energy coaching has been incorporated into the draft. The revenue amounts are based on what GCE has heard so far from members regarding 2017 contributions.

**Follow up to joint GCE/CORE meeting**

Alice referenced a handout that summarized the results of the joint meeting with CORE board in September and asked for board input on the proposed areas of collaboration.

**Upcoming events**

Erica reported that there will be another Facility Manager Workshop on the topic of Wastewater Treatment Plants in November.

**Adjournment**

*Leo McKinney moved to adjourn the meeting, Jason White seconded, and the motion passed unanimously. The meeting adjourned at 3:02 p.m.*

GARFIELD CLEAN ENERGY COLLABORATIVE

By: \_\_\_\_\_  
Stuart McArthur, Chairperson

ATTEST: \_\_\_\_\_  
Rick Aluise, Secretary

These minutes were reviewed and approved by a vote of the Garfield Clean Energy Board of Directors at its meeting held on November 4, 2016.



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

Managed by CLEER: Clean Energy Economy for the Region / (970) 704-9200 / P.O. Box 428, Carbondale, Colorado 81623

Memo to: Garfield Clean Energy Board of Directors  
From: Erica Sparhawk, CLEER staff  
Date: October 7, 2016  
Re: **Garfield Clean Energy 2016 budget reallocation memo**

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Every year our energy consulting services vary slightly depending on the level of engagement from the community, businesses and GCE partners. This time of year we generally make a reallocation request to shift funding from one area to another. Below are the requests we'd like to make at the October Board meeting.

**Reallocation/Budget Requests:**

21000 Residential Coaching: We have five hours left on this line item at the end of September. Fall and Winter season usually generate a great deal of calls and request for assistance, we'd like to be prepared to respond.

*Recommendation:*

Move \$8,720 (approx 109 hours) out of 11000 Commercial Coaching, which will leave \$8,064 (100 hours) in that line item. That will leave enough for 33 hours/month in Commercial Coaching, and 36 hrs/month for Residential Coaching the last 3 months, which is close to the average used in both those line items each month.

52000 Government AEM: We have had some very engaged partners this year and used up the funding more quickly than past years. We want to make sure we can continue providing services to the GCE Partners and we'd like to still organize the WasteWater Treatment Plant Roundtable.

*Recommendation:*

Move \$2,400 (30 hours) out of 12000 Commercial Outreach and \$1,120 (14 hours) out of the 23000 Credit Reserve/Loan Fund Report. We have a loan fund report due October 14, but Erica is confident it won't take more than three hours of time. There are no other reporting obligations this year and we don't need to find additional loan funds like we did in 2015.

That will give us \$3,520 (approx 45 hours) in 52000 Government AEM for the remainder of the year.

61200 Develop Local Resources:

Permission to use these funds to gather resources and existing studies, convene a workshop with group of experts, and work with GCE Board and local government staff to clarify/narrow the scope before the School of Mines students assist on Local Resources in 2017.

## ESC PARTICIPATION AGREEMENT

This Agreement (“**Agreement**”) is entered into by and between Energy Smart Colorado, a Colorado nonprofit corporation (“**ESC, or the Program**”), and Garfield Clean Energy (“**GCE**”), a Colorado Intergovernmental Authority, hereinafter collectively referred to as the “**Parties**”, on the 4<sup>th</sup> day of November, 2016.

### RECITALS

**WHEREAS**, one of the primary goals of **ESC** is to bring together under one framework, for greater impact and increased economies of scale, local organizations who work collaboratively toward achieving common energy efficiency goals;

**WHEREAS**, **ESC** has developed a comprehensive program for delivering residential and commercial energy efficiency improvements through local one-stop-shop energy resource centers (“**ERCs**”);

**WHEREAS**, **GCE** has also developed a highly successful comprehensive residential and commercial energy efficiency programs that are delivered through a local one-stop-shop, phone consultations and regular site visits throughout Garfield County;

**WHEREAS**, **GCE** helped develop the Energy Smart commercial program through the Colorado Energy Office Main Street Program;

**WHEREAS**, all partners are committed to continually learning from ongoing local, regional, state and national efforts designed to cut carbon emissions, and are committed to continually improving energy efficiency and renewable energy services to put best practices to use for Colorado residents;

**WHEREAS**, each **Partner** in the **Program** provides services in a pre-determined service territory, primarily defined by County boundaries. **GCE**’s service territory under this agreement is defined as all of Garfield County and assists as is useful in other regions;

**WHEREAS**, the Parties currently utilize a revolving loan fund (“**RLF**”) to allow residential customers – across the service territory - access to energy efficiency improvement loans that is similar but from a different pool of funds;

**WHEREAS**, education, energy coaching, access to financing and financial incentives, and workforce development as the primary program functions are being deployed through local one-stop-shop energy resource centers, the **ERCs**;

**WHEREAS**, **GCE** agrees to participate with Energy Smart Colorado, on the terms and conditions set forth in this Agreement. **GCE**’s primary goal is to operate its existing residential and commercial energy efficiency programs in concert with other regional programs to provide a seamless set of services for the residents and contractors of the region.

## AGREEMENT

In consideration of the above and foregoing, the Parties hereby agree to the following:

1. **ESC COMMITMENTS**. The Program will provide the following to GCE:
  - a. Access to the ESC website which shall be updated to include GCE programs and specific rebate information. All Garfield County residents and business owners will be directed to GCE (CLEER Staff). Access also includes the ESC Home Energy Assessment and online rebate forms, to be utilized by GCE staff. GCE staff will have the ability to provide energy coaching to all of Garfield County residents and businesses. (CORE still must provide final approval for rebates in Glenwood Springs and Carbondale, as with the current process).
  - b. Access to shared ESC files and data in the cloud-based storage service provided by the Program.
  - c. Access to the ESC Salesforce database, materials and training programs. GCE acknowledges that the Program may require licensing fees or other costs for access to and use of this information. The Program may also implement future licensing fees or other costs for access to and use of the cloud-based file service, logos and Marks (defined below). In the event such fees or costs are to be required, the Program will provide GCE with reasonable advance notice of the same and GCE shall have sixty (60) days from such notice to determine whether it shall pay the fees and costs, and continue providing services as a partner in the Program. In the event GCE determines that it will not pay the fees and costs, then access to and use by GCE of the foregoing database, materials and training programs, cloud-based file service, logos and Marks will be immediately terminated.
  - d. Access to and the right to use ESC Logo/branding and Marks (hereinafter defined) in accordance with the ESC standards and guidelines as may be amended from time to time and as set forth herein. If desired this can include incorporation of @energysmartcolorado.com email addresses for all GCE staff members who implement the Program.
  - e. ESC agrees to provide assistance and representation when requested by Parties for regional/programmatic meeting and relevant board or commissioner meetings.
  - f. Access to regional outreach and marketing materials that help support consistent Program delivery, at no additional cost. These materials may include, but are not limited to:
    - a. The GCE logo will be represented in marketing and outreach efforts as per the attached ESC standards document.

- g. ESC shall not share, sell, or otherwise provide access to any GCE Program materials, databases, standards, guidelines, data management systems, websites, web applications, logos/branding and marks or marketing, training programs, operations and finance standards and guidelines, or any other information or materials prepared or developed with any third party or other communities, contractors, organizations, or entities without prior written consent of GCE, which GCE may withhold in its sole discretion

**2. GCE COMMITMENTS.** GCE agrees to provide or perform the following:

- a. GCE shall adhere to any and all ESC standards and guidelines. All ESC partner organizations can propose changes to this agreement, which shall be discussed with the entire ESC team, but final amendments shall only be made by the ESC Board, at its sole discretion. (See attached)
- b. Provide local community education, energy coaching, access to financing, contractor training, and community outreach as needed for effective Program delivery in GCE's service territory of Garfield County.
- c. Utilize the ESC Enrollment process (outside of Xcel service territory), collaborate to develop and utilize the ESC Commercial Energy Assessment, provide local rebates (when available), and access to financing, in accordance with ESC standards and guidelines.
- d. GCE shall be solely responsible for all costs and liabilities associated with GCE programs and operations and its implementation of the ESC Program in Garfield County, Colorado. GCE shall be solely responsible funding for its staff salaries, office and other expenses related to local Program delivery. GCE agrees to provide evidence of general liability insurance (\$2 million aggregate ESC named as Certificate Holder) to the Program, provided annually.
- e. Act as an ambassador for the ESC Program to the public and other potential Colorado communities in accordance with all ESC standards and guidelines. Provide annual or quarterly data when needed on home served, savings, and dollars invested. As part of acting as an ambassador, GCE staff will have the option to include incorporation of @energysmartcolorado.com email addresses for all GCE staff members who implement the Program.
- f. Use the Energy Smart logo on GCE's website, and in connection with related events and promotions where appropriate in accordance with ESC standards and guidelines. GCE program name / logo should always be the dominant identifier in co-branding applications. This reinforces the brand strategy, which is built on the strength of having a local energy provider (Except in cases of program products use such as Energy Smart Mortgage or Energy Smart Residential Assessment Tool). GCE acknowledges that this Agreement is designed to protect the logos and all trademarks, trade names, service marks or designs belonging to ESC (collectively the "Marks").

The Marks are the sole and exclusive property of ESC. The Marks may be revised or altered only as expressly approved by ESC (revised or altered marks are included within the scope of Marks).

- g. GCE is hereby granted a limited, non-exclusive, non-transferable, and revocable license to use such Marks. Any failure by GCE to comply with the terms and conditions of this Agreement may result in the immediate revocation of this license, in addition to any other remedies that may be available to ESC.
- h. Continue to work with ESC's staff as the Program evolves, so that ESC standards and guidelines are followed. GCE's implementation of the Program in Garfield County shall at all times reflect and maintain the quality of the Program.
- i. GCE agrees that when they use the brand, they use it in accordance with ESC standards and guidelines including, but not limited to:
  - i. Logo/branding and marketing;
  - ii. Shared website and data management; and
  - ii. GCE acknowledges that it will comply with all rules, regulations and laws applicable to advertising the ESC Program.
- j. GCE shall not share, sell, or otherwise provide access to any ESC Program materials, databases, standards, guidelines, data management systems, websites, web applications, logos/branding and marks or marketing, training programs, operations and finance standards and guidelines, or any other information or materials prepared or developed by Partners with any third party or other communities, contractors, organizations, or entities without prior written consent of ESC, which ESC may withhold in its sole discretion.
- k. GCE agrees to comply will all applicable federal, state and local rules and regulations and laws applicable to this Agreement.
- l. GCE shall perform its obligations in a skillful, professional and competent manner and will comply with the highest standards of customer service to the public.
- m. When funding for programs and services is available, GCE agrees to provide ESC services to any Garfield resident, whether they have utility partnership agreements in place or not. It is understood that the scope of available local incentives for these consumers may be limited, or non-existent.
- n. GCE agrees to pay an annual user and technology fee of \$1,000 for ESC participation, which helps to provide regional Program support, due w(sixty) days of agreement signing, for ongoing program support. This fee will provide the following services: Access to the ESC platform, including Salesforce, Conga, Dropbox, etc. marketing templates, marketing events, and staff time that are needed to keep the program delivery consistent across the state.

- o. Pursuant to this agreement, GCE will designate a representative to participate on a monthly ESC team call. It is understood that positions on the ESC Board of Directors can only be approved by the ESC Board.

4. **Term and Termination.**

- a. This Agreement shall have an initial term of one **(1) year** and shall expire on 4<sup>th</sup> day of November , **2017**. The term of this Agreement may be extended by the Parties upon their written agreement to extend prior to its expiration date.
- b. ESC shall have the right, in the exercise of its sole discretion, to terminate this Agreement and the license to use its Marks hereunder, at any time it deems GCE to be out of compliance with the terms of this Agreement upon thirty (30) days written notice and with or without cause and without penalty upon sixty (60) days written notice.
- c. Upon expiration or earlier termination hereof, GCE shall immediately cease use of all ESC materials, databases, standards, guidelines, data management systems or websites, web applications, logos/branding and Marks or marketing, training programs, operations and finance standards and guidelines, or any other information or materials prepared or developed by the Partners. GCE shall promptly return to ESC all materials and collateral provided by ESC.

5. **Governing Law, Jurisdiction and Venue.** This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for any suit, right or cause of action arising under, or in connection with this Agreement shall be exclusively in Pitkin County, Colorado.

6. **Notice:** Any notice required under this Agreement shall be given in writing by personal delivery, email or mail which shall be addressed as follows:

ESC:

peter@energysmartcolorado.com  
111 AABC, Suite M  
Aspen Colorado, 81611

GCE/CLEER:

Garfield Clean Energy c/o  
ahlaird@cleanenergyeconomy.net  
520 South Third Street, Suite 17  
Carbondale, CO 81623

Notice shall be deemed given upon the date of delivery or three (3) days after the postmarked date of deposit, first class postage prepaid, in an official depository of the U.S. Postal Service.

7. **Indemnification.** GCE shall to the fullest extent permitted by law, indemnify and hold harmless ESC, Energy Smart Partners LLC, CORE, Cold Harbour, WMSC, HC3, C4 and YVSC if the Agreement is assigned to ESC, their boards, the individual members thereof, their departments, officers, agents, employees, servants and successors ("**Indemnified Parties**") from any and all demands, losses, liabilities, claims or judgments, for which the Indemnified Parties

may become subject to, insofar as any such demands, losses, liabilities, claims or judgments arise out of this Agreement directly or indirectly, or for any negligent act or omission or willful misconduct caused by GCE, its employees, sub-consultants or subcontractors which occurs during its performance or non-performance hereunder. GCE shall reimburse the Indemnified Parties for any and all legal and other expenses including attorney fees and costs incurred by the Indemnified Parties in connection with investigating or defending any such demands, losses, liabilities, claims or judgments.

8. **Remedies.** ESC and GCE agree that this Agreement may be enforced for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that by executing this Agreement, GCE commits itself to perform pursuant to the terms contained herein.

9. **Assignment.** GCE shall not assign any of its rights or duties under this Agreement to a third party (outside of CLEER) without the prior written consent of ESC which consent may be withheld in ESC's sole discretion. ESC may assign any of its rights and duties under this Agreement and shall provide written notice to GCE of the same.

10. **Modification.** Any revision, amendment or modification of this Agreement shall be valid only if in writing and signed by all parties.

11. **Insurance.** GCE shall maintain workers compensation insurance as required by Colorado law and General Liability insurance with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Further, GCE shall maintain personal and advertising injury coverage with limits of \$1,000,000 per occurrence and \$1,000,000 in the aggregate.

12. **Independent Contractor.** The relationship of GCE to ESC is that of independent contractor. No agent, employee or volunteer of GCE shall be deemed to be an agent, employee or volunteer of ESC.

13. **Invalidity.** Invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable provision was omitted.

14. **Collaboration.** GCE and ESC will coordinate funding requests when the ESC brand is being represented and when it makes sense for regional/state/federal funding opportunities. ESC will not seek funding from communities or utilities within Garfield County that is not part of a partnership or permission given by GCE Board.

15. **Ownership of Materials.** All photos and materials that are created by GCE for use by ESC, remain in the ownership of GCE or its agents. Photos or materials developed by GCE must be used with a credit, and require written permission from GCE.

**The undersigned hereby agrees to be bound by the terms and conditions set forth in this agreement, from the contract date stated above.**

**Energy Smart Colorado**

By: \_\_\_\_\_

Mona Newton, President, ESC

**Garfield Clean Energy**

By: \_\_\_\_\_

Stuart McArthur, Chair, Garfield Clean Energy

## Areas for potential greater collaboration between GCE and CORE

1. Expand income qualified energy programs.
  - a. Build on the funding both programs currently receive from Energy Outreach Colorado.
  - b. Develop grant proposals to build additional external resources for regional Income Qualified energy programs.
  - c. Next step:
    - i. Research grant opportunities/funding sources
    - ii. Write grants
2. Pursue regional approach to renewable/innovative energy development in region
  - a. Develop regional strategy Parachute to Aspen for longer term vision of providing energy needs with locally produced clean energy
  - b. Next step: Hold forum/workshop on potential, status, features of regional renewables, covering micro-hydro, geothermal, methane capture, coal seam, solar, and any other promising sources, as a scoping session to start the effort.
3. Pursue joint EV bulk purchase
  - a. CLEER has been coordinating with City of Aspen and CORE since early summer on this topic through Refuel Colorado
  - b. Next Steps: Market demand study and issue RFP for auto dealers interested in participating EV bulk purchase program.
4. Work on best practice/model program for tracking and managing energy use in public buildings throughout the region
  - a. Convene session with interested CLEER and CORE (Others?) staff to review current status of tracking systems and identify next steps
  - b. Identify steps for getting all the governments across the region to adopt an energy savings goal and managing/tracking energy use
  - c. Set up regional education/training program for 2017 to build facility manager knowledge of energy management/tracking systems
5. Increase communication and collaboration
  - a. Energy coaches serving both GCE and CORE programs share joint office in Carbondale, work together on joint programming, jointly organize annual Contractors Expo. Communicate the many ongoing joint sponsorships on residential and commercial energy programs.
  - b. Hold more frequent joint meetings among board members - possibility of regular roundtables, but focused on a topic to ensure results. (Several elected officials have suggested no more than 2x a year due to packed schedules.) Next proposed date - November - early December 2016, could be part of renewables/local power project.