



Garfield Clean Energy

Friday, December 14 2018

1 p.m. to 1:45 p.m.

Conference Call

***Meeting by Conference Call: (712) 451-0746 access code: 894595#**

	AGENDA	Action requested	Time
1.	Call meeting to order, Roll call		1:00 pm
2.	Review and approval of agenda	• Motion to approve	1:05 pm
3.	Board member and public comment Regarding items not on agenda		1:10 pm
4.	Board Business – Minutes and Financials <ul style="list-style-type: none"> • Approval of November 9, 2018 minutes • November Financials • Bills paid/accounts payable 	• Motion to approve	1:15 pm
5.	Action Items <ul style="list-style-type: none"> • CLEER 2018 Service Contract and Scope of Work • Adoption of 2019 Strategic Plan 	• Motion to approve	1:25 pm
6.	Adjourn	• Motion to adjourn	1:45 pm

Next Meeting: January 11, 1 pm to 3 pm, Garfield County Admin Building, Glenwood Springs



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

Board Meeting Minutes: Friday, November 9, 2018, 1:00 p.m.

Colorado Mountain College, Rifle, Colorado

Board members attending

RFTA: GCE Vice Chair Jason White
Garfield County: Frank Coberly
Town of Carbondale: Lani Kitching
CMC: Sean Nesbitt
Town of New Castle: Bruce Leland
City of Glenwood Springs: GCE Secretary Rick Voorhees

Others attending

CLEER: Erica Sparhawk, Brandon Jones, Matt Shmigelsky

Board members not present

Town of Parachute: GCE Chair Stuart McArthur
Garfield County: GCE Treasurer Tom Jankovsky
City of Rifle: Theresa Hamilton
Town of Silt: Keith Richel

Next meeting: Friday, Dec. 14, 2018, 1:00 p.m. Conference Call.

Call meeting to order:

Jason called the meeting to order at 1:02.

Roll call and approval of agenda:

Rick conducted roll call.

Bruce Leland moved to approve the meeting agenda; Lani Kitching seconded, and motion passed unanimously.

Board Member and Public comment

Jason invited board and public comments. There were none.

Consent Agenda: Approval of Sept. 14, 2018 minutes

Jason asked for comments on the agenda. There were none. Jason asked for a motion to approve of the minutes.

Rick Voorhees moved to approve the minutes for the GCE Board meeting on Sept.14, 2018; Lani Kitching seconded the motion, and the motion passed unanimously.

September and October Financials and Accounts Payable

Frank said that Tom has reviewed the September and October financials and gave them his approval.

Rick Voorhees moved to approve the financials, bills paid, and accounts payable; Frank Coberly seconded the motion, and motion passed unanimously.

Budget Action Items

2019 Budget Public Hearing

Jason opened the meeting to public hearing for the 2019 budget. There were no comments. Jason closed the public hearing.

Bruce Leland stated that New Castle would be reducing their membership contribution from previous years. He shared that his Board is meeting tight budget constraints along with his Board wanting to give an amount more in alignment with their closest neighbor communities.

The group discussed the budget and the possibility of some communities contributing more. Jason asked about the Xcel funding of \$5,000 that we received in 2018 and whether that could be available again. Erica shared that the CLEER team is starting that discussion with Xcel Energy.

The group discussed whether we could bring on additional governments as partners and whether the utilities could be asked to contribute and become members. Erica shared how event sponsorships are currently provided directly to CLEER, as that was requested by the Board to keep the accounting simpler, but they directly benefit GCE programs and services.

Bruce suggested that GCE presentations to partners focus on upcoming work that might be particularly interesting for the local governments while also sharing any demonstrated savings with the government partner.

Resolution No. 3: Adoption of 2019 Budget

Jason read Resolution No. 3.

Bruce Leland moved to approve Resolution No.3; Rick Voorhees seconded the motion, and motion passed unanimously.

Resolution No. 4: Appropriation of Funds for 2019

Jason read Res. No. 4 and invited a motion to approve.

Bruce Leland moved to approve Resolution No. 4; Sean Nesbitt seconded the motion, and motion passed unanimously.

Strategic Planning – Next steps

Lani described the layout of the strategic plan and said that if there are any changes now would be the time to discuss them. Lani walked through each section of the draft plan and the Board discussed the items currently included and suggested changes or edits to the wording for different goals and strategies. Staff will take the draft plan, the suggestions and provide a final draft for the Board to review at the December meeting.

Program DiscussionsEV Charging Station plan and idea for FMLD grant

Matt passed around a map of the charging stations in the county. Matt described the importance of the charging stations and infrastructure in steering the market towards EVs.

Matt stated that we are looking into applying for FMLD grant funding, which would necessitate a collaborative application to get several stations installed in the region. Erica asked if the individual entities are interested in the collective grant application and supporting with space or in-kind space and power and asked for support from Board members to plant the seed in town/city councils and staff. The group agreed this seemed like a good possibility for staff to pursue.

Jason asked if some GCE funding for program services could be applied as a match for an FMLD grant.

Bruce suggested a station between Eagle and Glenwood. Frank suggested the Sheriff's office, Fairgrounds, Courthouse, or airport as potential Garfield County locations. Rick said that a work session with Glenwood Springs Council would be good for figuring out locations in Glenwood.

SolSmart Certification for all jurisdictions in Garfield County, engagement for communities.

Erica described the SolSmart certification as a national program of NREL's (National Renewable Energy Laboratory). We can apply for a bronze, silver, or gold. Carbondale and Garfield County are close to getting silver and the rest of the municipalities are close to getting bronze. Erica described that having Garfield Clean Energy created and mobilized allows us to meet many of the requirements right off the bat. Garfield County would be the first in the country to get the county and all the municipalities certified. Bruce asked if the application is available online and Erica said she will send out some info and action items. Jason asked if RFTA get certified. Erica clarified that it's specific to jurisdictions that issue solar permits.

Rick asked about the timeframe for certification. Erica said that she hopes we can obtain certification within 6 months to a year.

Upcoming Events

Local Power Roundtable – Erica described the upcoming roundtable and workshop.
December 13, Calaway Room, Third Street Center, 1:00 -5:00 p.m.

Adjournment

Lani Kitching moved to adjourn the meeting at 2:59p.m, Frank Coberly seconded, and the motion passed unanimously.

GARFIELD CLEAN ENERGY COLLABORATIVE

By: _____
Stuart McArthur, Chairperson

ATTEST: _____
Rick Voorhees, Secretary

These minutes were reviewed and approved by a vote of the Garfield Clean Energy Board of Directors at its meeting held on December 14, 2018.

Garfield Clean Energy
Balance Sheet
As of November 30, 2018

Accrual Basis

	<u>Nov 30, 18</u>
ASSETS	
Current Assets	
Checking/Savings	
103 · Alpine Bank (4668)	84,348.10
Total Checking/Savings	84,348.10
Accounts Receivable	
110 · Accounts Receivable	3,398.00
Total Accounts Receivable	3,398.00
Total Current Assets	87,746.10
TOTAL ASSETS	87,746.10
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · Accounts Payable	24,770.13
Total Accounts Payable	24,770.13
Total Current Liabilities	24,770.13
Total Liabilities	24,770.13
Equity	
320 · Retained Earnings	25,342.37
Net Income	37,633.60
Total Equity	62,975.97
TOTAL LIABILITIES & EQUITY	87,746.10

11:56 AM

12/07/18

Accrual Basis

Garfield Clean Energy Prior Month Paid Bills

Type	Date	Num	Name	Clr	Credit
103 - Alpine Bank (4668)					
Deposit	11/06/2018			X	
Bill Pmt -Check	11/13/2018		Balanced Bookkeepi...	X	486.25
Bill Pmt -Check	11/13/2018	C125	Utility Management ...	X	1,721.25
Bill Pmt -Check	11/13/2018	C124	Clean Energy Econo...	X	20,737.25
Total 103 - Alpine Bank (4668)					22,944.75
TOTAL					22,944.75

Garfield Clean Energy
A/R Aging Summary
As of November 30, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Town of Silt	0.00	0.00	0.00	0.00	250.00	250.00
Xcel Energy	476.80	0.00	0.00	0.00	2,671.20	3,148.00
TOTAL	<u>476.80</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,921.20</u>	<u>3,398.00</u>

Garfield Clean Energy
P&L Budget vs. Actual
 January through November 2018

	<u>Jan - Nov 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
3000 · Partnership Funding				
3100 · Garfield County	150,000.00	150,000.00	0.00	100.0%
3200 · Parachute	1,500.00	1,500.00	0.00	100.0%
3300 · Rifle	3,000.00	3,000.00	0.00	100.0%
3400 · Silt	3,000.00	3,000.00	0.00	100.0%
3500 · New Castle	17,500.00	17,500.00	0.00	100.0%
3600 · Glenwood Springs	45,000.00	45,000.00	0.00	100.0%
3700 · Carbondale	25,000.00	25,000.00	0.00	100.0%
3800 · Colorado Mountain College	35,000.00	35,000.00	0.00	100.0%
4100 · Library District	0.00	0.00	0.00	0.0%
4200 · RFTA	30,000.00	30,000.00	0.00	100.0%
5000 · Contributions From Others				
5100 · Community Partners	7,485.60	0.00	7,485.60	100.0%
5200 · Sponsorships	0.00	0.00	0.00	0.0%
5300 · Grants	0.00	5,000.00	-5,000.00	0.0%
Total 5000 · Contributions From Others	<u>7,485.60</u>	<u>5,000.00</u>	<u>2,485.60</u>	<u>149.71%</u>
Total 3000 · Partnership Funding	<u>317,485.60</u>	<u>315,000.00</u>	<u>2,485.60</u>	<u>100.79%</u>
Total Income	<u>317,485.60</u>	<u>315,000.00</u>	<u>2,485.60</u>	<u>100.79%</u>
Gross Profit	<u>317,485.60</u>	<u>315,000.00</u>	<u>2,485.60</u>	<u>100.79%</u>
Expense				
Countywide Energy Dev Program				
10000 · Commercial Sector				
11000 · Energy Coaching	31,745.13	35,000.00	-3,254.87	90.7%
12000 · Outreach/Educ/Training/Website	11,649.39	12,000.00	-350.61	97.08%
Total 10000 · Commercial Sector	<u>43,394.52</u>	<u>47,000.00</u>	<u>-3,605.48</u>	<u>92.33%</u>
20000 · Residential Sector				
21000 · Energy Coaching	34,386.34	40,000.00	-5,613.66	85.97%
21100 · Energy Coach-Home Energy Prog	21,127.60	20,000.00	1,127.60	105.64%
22000 · Outreach/Educ/Training/Website	13,967.40	12,000.00	1,967.40	116.4%
22100 · CEO Green MLS	0.00	0.00	0.00	0.0%
Total 20000 · Residential Sector	<u>69,481.34</u>	<u>72,000.00</u>	<u>-2,518.66</u>	<u>96.5%</u>
Total Countywide Energy Dev Program	<u>112,875.86</u>	<u>119,000.00</u>	<u>-6,124.14</u>	<u>94.85%</u>
Credit Reserve Expenses				
1001 · Credit Reserve Fund Expenses	620.00	1,000.00	-380.00	62.0%
Total Credit Reserve Expenses	<u>620.00</u>	<u>1,000.00</u>	<u>-380.00</u>	<u>62.0%</u>
30000 · Petroleum Independence Project				
31000 · Active Transportation & Transit	7,741.72	17,000.00	-9,258.28	45.54%
32000 · Efficient Vehicles/Fleets				
32200 · Efficient Vehicles/Alt Fuels	13,212.00	8,000.00	5,212.00	165.15%
Total 32000 · Efficient Vehicles/Fleets	<u>13,212.00</u>	<u>8,000.00</u>	<u>5,212.00</u>	<u>165.15%</u>
33000 · Alternative Fuels				
33100 · WS CNG Network	8,423.58	5,000.00	3,423.58	168.47%
Total 33000 · Alternative Fuels	<u>8,423.58</u>	<u>5,000.00</u>	<u>3,423.58</u>	<u>168.47%</u>

Garfield Clean Energy
P&L Budget vs. Actual
 January through November 2018

	<u>Jan - Nov 18</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Total 30000 · Petroleum Independence Project	29,377.30	30,000.00	-622.70	97.92%
40000 · Renewable Energy				
41000 · Technical assistance & Educatn	4,208.80	10,000.00	-5,791.20	42.09%
Total 40000 · Renewable Energy	4,208.80	10,000.00	-5,791.20	42.09%
50000 · Government Facilities				
51000 · Energy Data Mgt/Bldg engy navig	22,823.65	25,000.00	-2,176.35	91.3%
52000 · Active Energy Mgt Coaching	28,219.53	30,000.00	-1,780.47	94.07%
Total 50000 · Government Facilities	51,043.18	55,000.00	-3,956.82	92.81%
60000 · Special Projects				
61100 · Goal 4 Implementation	7,704.80	10,000.00	-2,295.20	77.05%
61200 · Develop Local Energy Resources	7,180.50	8,000.00	-819.50	89.76%
61300 · Prtnrs in Energy Implementation	7,785.38	5,000.00	2,785.38	155.71%
Total 60000 · Special Projects	22,670.68	23,000.00	-329.32	98.57%
90000 · Countywide GCE Partnership Svc				
91000 · Proj mgmt/plan/report/mtgs/budg				
91000.1 · Audit/Financial review	4,650.00	4,550.00	100.00	102.2%
91000.2 · CIRSA liability Insurance	1,905.00	2,100.00	-195.00	90.71%
91000 · Proj mgmt/plan/report/mtgs/budg - Other	46,832.88	63,000.00	-16,167.12	74.34%
Total 91000 · Proj mgmt/plan/report/mtgs/budg	53,387.88	69,650.00	-16,262.12	76.65%
92000 · Legal Services	71.50	3,000.00	-2,928.50	2.38%
93000 · Accounting/Bookkeeping	5,596.80	7,000.00	-1,403.20	79.95%
95000 · Contingency	0.00	3,350.00	-3,350.00	0.0%
Total 90000 · Countywide GCE Partnership Svc	59,056.18	83,000.00	-23,943.82	71.15%
Total Expense	<u>279,852.00</u>	<u>321,000.00</u>	<u>-41,148.00</u>	<u>87.18%</u>
Net Income	<u>37,633.60</u>	<u>-6,000.00</u>	<u>43,633.60</u>	<u>-627.23%</u>

Garfield Clean Energy
Income vs Expenses by fund
November 2018

Accrual Basis

	Credit Reserve ...	GCE	TOTAL
Expense			
Countywide Energy Dev Program			
10000 · Commercial Sector			
11000 · Energy Coaching	0.00	4,024.33	4,024.33
12000 · Outreach/Educ/Training/Website	0.00	628.51	628.51
Total 10000 · Commercial Sector	0.00	4,652.84	4,652.84
20000 · Residential Sector			
21000 · Energy Coaching	0.00	2,924.80	2,924.80
21100 · Energy Coach-Home Energy Prog	0.00	2,993.60	2,993.60
22000 · Outreach/Educ/Training/Website	0.00	493.00	493.00
Total 20000 · Residential Sector	0.00	6,411.40	6,411.40
Total Countywide Energy Dev Program	0.00	11,064.24	11,064.24
Credit Reserve Expenses			
1001 · Credit Reserve Fund Expenses	140.00	0.00	140.00
Total Credit Reserve Expenses	140.00	0.00	140.00
30000 · Petroleum Independence Project			
31000 · Active Transportation & Transit	0.00	248.90	248.90
32000 · Efficient Vehicles/Fleets			
32200 · Efficient Vehicles/Alt Fuels	0.00	293.60	293.60
Total 32000 · Efficient Vehicles/Fleets	0.00	293.60	293.60
33000 · Alternative Fuels			
33100 · WS CNG Network	0.00	1,193.98	1,193.98
Total 33000 · Alternative Fuels	0.00	1,193.98	1,193.98
Total 30000 · Petroleum Independence Project	0.00	1,736.48	1,736.48
40000 · Renewable Energy			
41000 · Technical assistance & Educatn	0.00	366.40	366.40
Total 40000 · Renewable Energy	0.00	366.40	366.40
50000 · Government Facilities			
51000 · Energy Data Mgt/Bldg engy navig	0.00	2,012.80	2,012.80
52000 · Active Energy Mgt Coaching	0.00	1,302.22	1,302.22
Total 50000 · Government Facilities	0.00	3,315.02	3,315.02
60000 · Special Projects			
61100 · Goal 4 Implementation	0.00	93.60	93.60
61200 · Develop Local Energy Resources	0.00	2,586.90	2,586.90
Total 60000 · Special Projects	0.00	2,680.50	2,680.50
90000 · Countywide GCE Partnership Svc			
91000 · Proj mgmt/plan/report/mtgs/budg	0.00	5,013.74	5,013.74
93000 · Accounting/Bookkeeping	0.00	453.75	453.75
Total 90000 · Countywide GCE Partnership Svc	0.00	5,467.49	5,467.49
Total Expense	140.00	24,630.13	24,770.13
Net Income	-140.00	-24,630.13	-24,770.13

LENDER STATEMENT OF ACCOUNT

COMPANY

Impact Development Fund
 330 South College Avenue
 Suite 400
 Fort Collins CO 80524
 (970) 494-2021

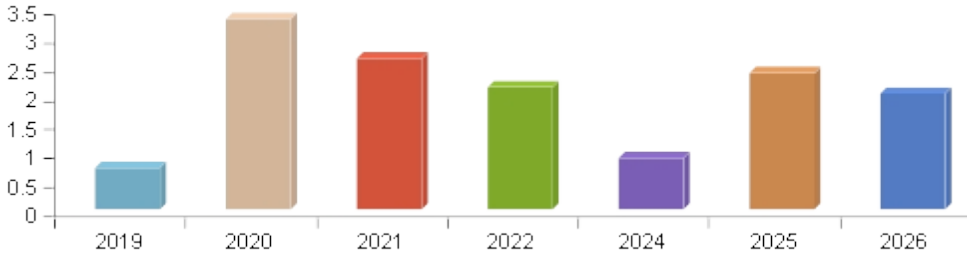
ACCOUNT NO	3239
STATEMENT DATE	11/9/2018
STATEMENT PERIOD	10/1/2018 - 10/31/2018
PORTFOLIO BALANCE	\$140,855.02
PORTFOLIO YIELD	2.6725%
INTEREST PAID IN 2018	\$3,465.03
TRUST BALANCE	\$0.00

LENDER

ES as agent for Garfield
 330 S. College Avenue
 Suite 400
 Fort Collins CO 80524

Please advise us immediately of any discrepancies in the transactions or investment activity on your statement of account or if you contemplate changing your address. When making inquiries by telephone or in writing please give your account number. We urge you to keep this statement with your investment records.

LOAN DISTRIBUTION BY MATURITY



Year	Count	Amount	Pct
2019	5	\$7,311.17	5.19%
2020	10	\$33,075.40	23.48%
2021	7	\$26,268.96	18.65%
2022	4	\$21,281.88	15.11%
2024	1	\$9,005.12	6.39%
2025	1	\$23,732.69	16.85%
2026	1	\$20,179.80	14.33%
Totals	29	\$140,855.02	100.00%

LOAN AGING



Days	Count	Amount	Pct
Current	29	\$140,855.02	100.00%
1-30	0	\$0.00	0.00%
31-60	0	\$0.00	0.00%
61-90	0	\$0.00	0.00%
91-120	0	\$0.00	0.00%
121-150	0	\$0.00	0.00%
151+	0	\$0.00	0.00%
Totals			100.00%

LOAN DISTRIBUTION BY PRIORITY



Priority	Count	Amount	Pct
1st	2	\$2,828.06	2.01%
2nd	6	\$71,808.88	50.98%
3rd	0	\$0.00	0.00%
4th	1	\$3,575.34	2.54%
Other	20	\$62,642.74	44.47%
Totals			100.00%

LOAN DISTRIBUTION BY PROPERTY TYPE



Prop Type	Count	Amount	Pct
Current	29	\$140,855.02	100.00%
Totals	29	\$140,855.02	100.00%

REVENUE: LAST TWELVE MONTHS



Revenue	Amount
Interest	\$4,514.89
Late Chgs	\$4.07
Prepays	\$0.00
Other	\$0.00
Totals	\$4,518.96

GARFIELD CLEAN ENERGY COLLABORATIVE PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made effective the 1st day of January, 2019, by and between GARFIELD CLEAN ENERGY COLLABORATIVE, a Colorado local government entity organized pursuant to C.R.S. §29-1-203 ("GCE"), and CLEER: CLEAN ENERGY ECONOMY FOR THE REGION (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 in 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 2018. Contractor shall update GCE on a quarterly basis indicating its progress to date to meet its Scope of Work. Contractor shall invoice GCE on a monthly basis detailing the services provided, including all associated hourly fees and costs, for GCE's review and approval. GCE may request additional detail regarding issued invoices or request that future invoices include additional information.

3. Term and Renewal. This Agreement shall be effective as of January 1, 2019, and shall extend until completion of the services attached as Exhibit A or until the Agreement is terminated pursuant to paragraph 9 of this Agreement, or December 31, 2019, 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. 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.

5. 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.

6. 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.

7. 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.

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.

8. 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.

9. 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.

10. 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. If Contractor employs employees, 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. Assignability. Contractor shall not assign this Agreement without GCE’s prior written consent.

16. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

17. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

18. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

20. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to GCE: Garfield Clean Energy Collaborative, c/o Karp Neu Hanlon, P.C.
P.O. Drawer 2030, Glenwood Springs, CO 81602

If to Contractor: CLEER, P.O. Box 428, Carbondale, Colorado 81623

21. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

22. 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: _____
Stuart McArthur, Chairperson

ATTEST:

Rick Voorhees, Secretary

CONTRACTOR:

By: _____
Alice Laird, Executive Director
CLEER: Clean Energy Economy for the Region

Exhibit A
GARFIELD CLEAN ENERGY
2019 BASIC SERVICES SCOPE OF WORK

December 14, 2018

Energy Efficiency – Commercial and Residential

Commercial and Residential Energy Consulting

- Provide Energy Consulting services to businesses and households, with the goal of helping each client understand their energy use and take steps to reduce energy use in their home, business, farm or ranch. Connect participants to available funding sources, rebates.
- Assist commercial, multi-family and farm property owners in applying for C-PACE financing for energy efficiency, renewable energy and water efficiency measures.
- Assist homeowners in applying for financing, for energy efficiency, renewable energy and qualified health and safety measures.
- Seek out three oil and gas companies to be part of the pilot industrial efficiency work in partnership with Xcel Energy.

Goal: 120 households and 50 businesses making energy efficiency upgrades.

Residential Energy Consulting – CARE Program

- Support the 2018 CARE Program by making home energy visits to qualified households and managing installation of follow-up measures by contractors and suppliers.

Goal: 40 income-qualified households receive energy efficiency upgrades.

Commercial and Residential Outreach, Education, Training, Website

- Expand our ‘Empower your Congregation’ outreach program to congregations across the County.
- Engage in efforts to reach multi-family housing units to participate in available programs.
- Maintain up-to-date lists of energy efficiency rebates, incentives and financing options for commercial and residential customers and post to GCE website.
- Deliver effective marketing and outreach to drive energy efficiency actions by businesses and households.
- Write and publish relevant success story case studies, progress articles and informational fact sheets.
- Publicize GCE programs and achievements through earned media and presentations.
- Update efficiency contractors on rebate offers, financing programs, and new technology and materials, through a series of contractor workshops and product demonstrations, and in email messages continuing through the year.

- If funding for interns can be secured, utilize interns to attend events throughout the county with a table or booth highlighting GCE services.

Program reporting

- Enter data in Salesforce database for all participants to track cumulative, countywide energy savings and to measure program effectiveness.
- Report on program results in four quarterly reports.

Petroleum Independence Project

Active Transportation and Transit

- Organize Ride Garfield County with GCE members and community partner organizations for a campaign and team challenge.
- Collaborate with community partners to plan and publicize local campaigns and events that promote walking, biking, bus-riding and multi-modal transportation by residents of all ages.
- Work with community partners to improve infrastructure for bicycle and pedestrian travel.

Efficient Vehicles and Alternative Fuels

- Provide energy coaching to government and private sector fleet managers and decision makers to encourage adoption of vehicles using alternative transportation fuels.
- Create a bulk installation plan and grant applications for electric charging stations across the county- with at least one charge in each community.
- Collaborate with Refuel Colorado Fleets and partners in Eagle and Pitkin counties to develop electric vehicle promotional campaigns, such as sales events and Ride and Drive events.
- Help GCE members apply for DOLA's Alternative Fuels Initiative grant program for alt-fuel vehicle purchases and alt-fuel facility upgrades, for electric and CNG.
- Help government and private sector entities apply for CEO's Charge Ahead grants and Alt Fuels Colorado to install electric vehicle charging stations.
- Help GCE members apply through CDPHE for VW mitigation trust funds for medium and heavy duty alt-fuel vehicle purchases
- Continue ongoing media and public information efforts and events that increase awareness of resources, best practices, and policies to support advancement of clean energy transportation topics.

West Slope CNG Network

- Provide education and technical support, and develop partnerships among public and private sector interests to build and maintain market demand for CNG vehicles and for CNG fueling stations in Parachute, Rifle and Glenwood Springs.
- Build public awareness of and support for CNG as a transportation fuel through media, presentations or a special event.

Renewable Energy

Technical Assistance and Education

- Continue work to implement solar and other renewable technologies, such as micro-hydro, across the county.
- Provide a review of all existing solar PPA projects to ensure projects, where utility bill data is available, to determine whether they are producing as expected.
- Provide technical support to local governments on solar opportunities and financing options.
- Implement a community solar sales event to increase solar on homes.
- Track and report electrical generation from solar collectors for GCE partner buildings on the Garfield Building Energy Navigator.
- Continue ongoing education about renewable energy options through case studies, print materials, and events/workshops.

Energy Efficiency for GCE Member Governments

Energy Data Management

- Assist contractor UMS Services Inc. to collect building utility data to the Building Energy Navigator website.
- Ensure that data logger systems function properly.

Active Energy Management

- Work with each partner government's staff to achieve energy savings at facilities. Work includes energy consulting, securing rebates from utilities, assisting with grant applications, and meeting with staff and elected officials. Provide energy assessments to 50% of GCE members.
- Work with three non-GCE partners on projects (after reaching out to 10)
- Prepare and present customized annual building energy reports for each member's governing board and meet with Council to present.
- Provide two trainings or roundtable meetings, for facility managers and/or wastewater treatment plant operators.
- Provide refresher trainings, as requested, for facility staff and decision makers to take full advantage of Building Energy Navigator data.
- Review energy data regularly for unusual trends or increased energy use, using the Building Energy Navigator.

Special Projects

Goal 4 Implementation: Identify and implement adequate and sustainable funding for Garfield Clean Energy to achieve our mission.

- Continue efforts to locate and develop external funding sources to support Garfield Clean Energy efforts, including working with regional and state partners to create a funding source.

- Collaborate and communicate with state and regional partners and representatives to propose and build support for potential funding sources.
- Recruit one new government to join GCE

Local Power Generation

- Lead the 3-county Clean Energy Innovation Corridor initiative to maximize local power and the project submitted/accepted by the National Renewable Energy Lab to be part of NREL's national peer exchange and technical assistance.

Partnership Services

Administration, planning, meetings

- Manage GCE programs, services, budget and expenses.
- Prepare, maintain and submit documents to ensure GCE's good standing as an intergovernmental authority.
- Provide materials and support for monthly board meetings.

Planning and reporting

- Organize a board retreat and support the development of a 2019 Strategic Plan.
- Research and write quarterly progress reports, and distribute to member boards.
- Make annual energy presentations to each member board.

Financial tracking and budgeting

- Develop 2019 budget and secure funding pledges.
- Handle vendor invoices and provide monthly expense reports for labor and hard costs.
- Coordinate with GCE bookkeeper to ensure accuracy of monthly financial reports.
- Provide documents and information as requested for an annual financial review.

Exhibit B – 2018 Fee Schedule

For 2019, CLEER's fee will remain at the 2018 level of \$80 per hour, reflecting the efficiency and expertise of CLEER's staff, as well as operational costs.

Certain fees billable to directly to Garfield Clean Energy Collaborative will include the audit, CIRSA liability insurance, bookkeeper fees, attorney fees, publication of legal notices, Navigator bill data entry fees, and any large invoices as deemed appropriate for direct payment by CLEER management.